BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, June 16, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder
Jerry DeBerry, Fire Chief
Adrienne Batara, Public Relations Director
Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Jason Bellamy, Police Chief
Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Alderman Betsy Cooper

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards (Sharon Hayes)

2. Public Relations Society of America Awards (Mayor Montgomery)

VI. COMMENT

Citizens may speak on agenda items and issue-oriented items. When you come to the podium, please state your name and address, and sign the register that is provided. You are encouraged to

keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment.

VII. APPROVAL OF MINUTES

1. June 1, 2026 - Work Session

2. June 2, 2026 - Business Meeting

VIII. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-192-2026) (Chris McCartt)

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION AND/ OR PUBLIC HEARINGS

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

1. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2026-2027 Community Development Block Grant Fund Budget (AF-182-2026) (Chris McCartt)

2. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2026-2027 Utility Enterprise Funds Budgets (AF-181-2026) (Chris McCartt)

3. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2026-2027 Budget (AF-180-2026) (Chris McCartt)

4. Consideration of an Ordinance Adopting Water, Sewer, and Stormwater Rates Beginning July 1, 2026 (AF-170-2026) (Ryan McReynolds)

5. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-175-2026) (Chris McCartt)

6. Consideration of an Ordinance to Amend Zoning of Tax Map 0460, Group J, Parcels 17.00, 18.00, 19.00, Located along E. Sevier Avenue from the R-1B, Residential District to R-3, Low Density Apartment District (AF-171-2026) (Jessica McMurray)

7. Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 01.00, Located along Fort Henry Drive from R-1B, Residential District to R-3, Low Density Apartment District (AF-172-2026) (Jessica McMurray)

8. Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 02.00, Located along Fort Henry Drive from the R-1B, Residential District to B-3, Highway-Oriented Business District (AF-173-2026) (Jessica McMurray)

X. OTHER BUSINESS

1. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Integrity Building Group, LLC Related to the Fieldcrest Phase 3 Development (AF-188-2026) (Ryan McReynolds)

2. Consideration of a Resolution to Award the Bid to Thomas Construction Company, Inc. for the Fordtown Road Bridge Remediation Project, and Authorize the Mayor to Sign All Applicable Documents (AF-176-2026) (Ryan McReynolds)

3. Consideration of a Resolution to Amend the Agreement with Mattern & Craig for the Fordtown Road Bridge Remediation Project, and Authorize the Mayor to Sign All Applicable Documents (AF-179-2026) (Ryan McReynolds)

4. Consideration of a Resolution Authorizing the City Manager to Purchase Student Transportation Software and Related Hardware for Bus Routing from Tyler Technologies and Authorizing the Mayor to Sign All Necessary Documents (AF-186-2026) (David Frye)

5. Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with Blue Tank and Pump Rental for Sewer Pump and Storage Services to Serve the Fieldcrest Annexation Area (AF-191-2026) (Ryan McReynolds)

6. Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Integrity Building Group, LLC, Related to the Fieldcrest Phase 2 Development (AF-187-2026) (Ryan McReynolds)

7. Consideration to Amend the Fee Resolution for FY 2027 Fees and Charges Provided for in the City Code (AF-183-2026) (Travis Bishop)

8. Consideration of a Resolution to Approve an Amendment with Cain Rash West Architects for Architectural and Engineering Services for the Nature Center Renovation Phase 2, Entry Walk, and Event Terrace (AF-194-2026) (Michael T. Borders)

9. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2026-2027 Benefiting the General Welfare of Kingsport Residents (AF-195-2026) (Chris McCartt)

XI. CONSENT AGENDA

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

1. Consideration of a Resolution Authorizing the Mayor's Signature on the Certification of Local Official, Determining that KHRA's Agency Plan is Consistent with the Consolidated Plan (AF-193-2026) (Jessica Harmon)

2. Consideration of a Resolution to Apply and Receive the Assistance to Firefighters Grant to Purchase a Mini-Pumper (AF-189-2026) (Jerry DeBerry)

3. Consideration of a Resolution to Apply and Receive the Assistance to Firefighters Grant (AF-190-2026) (Jerry DeBerry)

4. Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with S&W Services for the Repair of High Service Pump No. 2 (AF-185-2026) (Ryan McReynolds)

XII. COMMUNICATIONS

1. City Manager

2. Mayor and Board Members

XIII. ADJOURN

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 1, 2026 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

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

II. ROLL CALL by City Recorder Travis Bishop.

III. DISCUSSION ITEMS

1. **YMCA Expansion** - Steve Shives

   Steve Shives, President and CEO, gave a presentation on this item, discussing the advantages of an early childhood learning center and how the expansion of the facility will provide for this need. He talked about the regional reach and impact this service will have on the Tri-Cities. He listed the programs that will be provided for children ages six weeks to pre-K. Mr. Shives also pointed out the expansion of the feeding program that provides 250,000 meals to five counties. The budget for this project is 6.1 million dollars and has been fully funded with no long-term debt to be issued. He noted the projected timeline has the center opening in fall of 2027. There was some discussion as he answered questions.

2. **Downtown Parking Discussion**

   The City Manager presented this item, providing an overview of the public parking options, the marketing of the available parking spaces and the next steps to address the identified gaps. He mentioned GIS is working to add the addresses of downtown lots so they will show up during online searches by the public. Mr. McCartt listed several recommendations to moved forward with parking improvements. There was some discussion.

3. Customer Information System Update - Travis Bishop

City Recorder/CFO Bishop pointed out today marks six weeks since going live with the new software, stating everyone will now have received a water bill through the new platform. He noted some issues and challenges that have popped up that weren't initially identified in the testing process but they are being addressed. Discussion followed as Mr. Bishop answered questions.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the June 2, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VIII.5. Consideration of an Ordinance Adopting Water, Sewer, and Stormwater Rates Beginning July 1, 2026 (AF-170-2026) Deputy City Manager Ryan McReynolds presented this item, providing details on both the current and projected future rates. Considerable discussion ensued.

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 6:00 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 2, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder/CFO
Angie Marshall, City Clerk/Deputy City Recorder

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

II. PLEDGE OF ALLEGIANCE TO THE FLAG led by New Vision Youth.

III. INVOCATION led by Commissioner John Gardner.

IV. ROLL CALL by City Recorder Travis Bishop.

V. RECOGNITIONS AND PRESENTATIONS

1. **Mitch Walters** - Alderman Phillips

VI. COMMENT

Mayor Montgomery invited citizens in attendance to speak. Gina Burnett commented on data centers and police body cameras. There being no one coming forward, the mayor closed the public comment section.

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

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

Passed: All present voting "aye."

1. **May 18, 2026 - Work Session**
2. **May 19, 2026 - Business Meeting**

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

1. **Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 046O, Group J, Parcels 17.00, 18.00 and 19.00, Located along E. Sevier Avenue from the R-1B, Residential District to R-3, Low Density Apartment District** (AF-171-2026) (Jessica McMurray)

   PUBLIC HEARING: No one came forward.

   Motion made by Alderman George, Seconded by Alderman Baker.
   AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EAST SEVIER AVENUE FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
   Passed: All present voting "aye."

2. **Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 01.00, Located along Fort Henry Drive from the R-1B, Residential District to R-3, Low Density Apartment District** (AF-172-2026) (Jessica McMurray)

   PUBLIC HEARING: No one came forward.

   Motion made by Vice Mayor Duncan, Seconded by Alderman George.
   AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORT HENRY DRIVE FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
   Passed: All present voting "aye" except Alderman Phillips who abstained.

3. **Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 02.00, Located along Fort Henry Drive from the R-1B, Residential District to B-3, Highway-Oriented Business District** (AF-173-2026) (Jessica McMurray)

   PUBLIC HEARING: No one came forward.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORT HENRY DRIVE FROM THE R-1B, RESIDENITAL DISTRICT TO B-3, HIGHWAY-ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-175-2026) (Chris McCartt)

   Motion made by Alderman George, Seconded by Alderman Baker.

   AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

   Passed: All present voting "aye."

5. **Consideration of an Ordinance Adopting Water, Sewer, and Stormwater Rates Beginning July 1, 2026** (AF-170-2026) (Ryan McReynolds)

   Motion made by Alderman George, Seconded by Alderman Phillips.

   AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING WATER, SEWER, AND STORMWATER RATES BEGINNING JULY 1, 2026

   Passed: All present voting "aye."

6. **Consideration of an Ordinance to Adopt the FY 2026-2027 Community Development Block Grant Fund Budget** (AF-182-2026) (Chris McCartt)

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

   AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2027; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

   Passed: All present voting "aye."

7. **Consideration of an Ordinance to Adopt the FY 2026-2027 Water, Sewer and Stormwater Budgets** (AF-181-2026) (Chris McCartt)

   Motion made by Alderman George, Seconded by Alderman Baker.

   AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FOLLOWING PROPRIETARY FUNDS WATERFUND SEWER FUND STORMWATER FUND FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

   Passed: All present voting "aye."

8. **Consideration of an Ordinance to Adopt the FY 2026-2027 Budget** (AF-180-2026) (Chris McCartt)

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

   AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

   Passed: All present voting "aye."

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of an Ordinance to Amend the FY 2026 School General Purpose Fund Budget and the General Project Fund Budget** (AF-147-2026) (David Frye)

   Motion made by Alderman Baker, Seconded by Alderman Cooper.

   ORDINANCE NO. 7261 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. **Consideration of an Ordinance to Amend the FY 2026 School Federal Projects Fund Budget** (AF-148-2026) (David Frye)

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

   ORDINANCE NO. 7262 AN ORDINANCE TO AMEND THE FY 2026 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. **Consideration of an Ordinance to Amend the FY 2026 School Special Projects Fund Budget** (AF-149-2026) (David Frye)

   Motion made by Alderman Phillips, Seconded by Alderman Baker.

   ORDINANCE NO. 7263 AN ORDINANCE TO AMEND THE FY 2026 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-150-2026) (Chris McCartt)

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

   ORDINANCE NO. 7264 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

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

X. OTHER BUSINESS

1. **Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Integrity Building Group, LLC Related to the Bancroft Heights Development** (AF-160-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2026-263 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH INTEGRITY BUILDING GROUP, LLC RELATED TO THE BANCROFT HEIGHTS DEVELOPMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

   Passed: All present voting "aye."

2. **Consideration of a Resolution Authorizing Application to the Federal Railroad Administration for Crossing Safety/Railroad Crossing Elimination Program Grant Funds for Construction of the Brickyard Bicycle/Pedestrian Bridge** (AF-174-2026) (Ryan McReynolds)

   Motion made by Alderman George, Seconded by Alderman Cooper.

   RESOLUTION NO. 2026-264 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A FEDERAL RAILROAD ADMINISTRATION FOR CROSSING SAFETY/RAILROAD CROSSING ELIMINATION PROGRAM GRANT FUNDS FOR THE CONSTRUCTION OF THE BRICKYARD BICYCLE/PEDESTRIAN BRIDGE

   Passed: All present voting "aye."

3. **Consideration of a Resolution Authorizing the Mayor's Signature on the Certification of Local Government Approval for the 2026 Emergency Solutions Grant Application** (AF-177-2026) (Michael Price)

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

RESOLUTION NO. 2026-265 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR THE SALVATION ARMY OF KINGSPORT, GRACE HOUSE, HOPE HAVEN AND FAMILY PROMISE OF GREATER KINGSPORT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

XI. CONSENT AGENDA None.

XII. COMMUNICATIONS

1. City Manager

2. Mayor and Board Members

Alderman Baker stated his appreciation for the downtown parking presentation that was given at the work session. He also offered congratulations to Michael Price for being named Executive Director of KHRA. Alderman Phillips encouraged citizens to check out the Parks and Rec website for all the camps going on this summer. Alderman Mayes commented on the YMCA presentation at the work session, noting the need for childcare in the region. He stated he was pleased with the community to sponsor and pay for this six million dollar project. Alderman Cooper mentioned several activities going on downtown, including the upcoming concerts on Friday nights and Sunday nights. She echoed Alderman Phillips comments regarding camps this summer. Alderman George thanked the City Manager and staff for presenting a balanced budget with no increase. Vice Mayor Duncan mentioned Kingsport City Schools started a feeding program for the summer and provided details on pickup locations. Mayor Montgomery said he appreciated the transparency with the budget process.

XIII. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:25 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

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

Action Form No.: AF-192-2026
Work Session: June 15, 2026
First Reading: June 16, 2026

Final Adoption: July 21, 2026
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:
If approved, the General Fund is being amended by increasing $23,994 10-4804-481.70-35 transfers to General Project Special Revenue Fund, decreasing General Fund balance by $23,994 to fund the 50% local match for the grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest Project (NC2612). The grant funds previously appropriated in AF-175-2026, by increasing interest from investments line by $400,000, increasing parks and recreation repairs and maintenance line by $37,801 for emergency repairs, increasing bank service charges by $61,266, increasing merchant account fees by $37,000 and increasing grants to Petworks by $259,939 to pay their debt payment due on July 1.

The State Street Aid Fund be amended by decreasing Gas and Motor Fuel Tax projected revenues by $65,995, decreasing fund balance appropriations by $34,005 and by decreasing electric – streetlights expense by $100,000.

The Library Governing Board Fund be amended by accepting $4,651 donation from the Friends of the Library organization.

The General Projects Fund Dental Clinic (GP2504) project is amended to: (1) increase the Interest Earnings line by $159,040; (2) reclassify $6,500,000 from the From General Fund Revenue line to the Miscellaneous Other State Revenue line to reflect the direct appropriation grant received from the State of Tennessee for this project; and (3) increase the transfer to IDBK for the remaining project funds by $2,809,040, as IDBK will complete Phases 2 and 3 of the project, and by closing out the GP1727 Transit Garage Project and transferring the remaining funding to the GP2614 Transit Garage Project, completed project assets can be capitalized, while ensuring sufficient funding remains available for items that are still in progress.

Attachments:
1. Budget Ordinance

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

ORDINANCE NO. _____

PRE-FILED CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance No. 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code* Annotated, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance No. 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund: 110	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-361.10-00 Interest from Investments	1,045,000	1,465,000	420,000
	$ 1,045,000	**$ 1,465,000**	**$ 420,000**
Expenses			
110-4033-463.20-55 Repairs & Maint. Parks	-	37,801	37,801
110-2001-421.40-12 Bank Service Charges	80,000	141,266	61,266
110-2001-421.40-71 Merchant Account Fees	220,000	257,000	37,000
110-4804-481.70-35 To General Proj-Special Revenue	4,835,763	4,859,757	23,994
110-1005-405.80-51 Grants/ Petworks	550,000	809,939	259,939
Total	**$ 5,685,763**	**$ 6,067,962**	**$ 420,000**
Change in Fund Balance			$ -

State Street Aid Fund: 121	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
121-0000-332.60-00 GAS & MOTOR FUEL TAX	2,007,000	1,941,005	(65,995)
121-0000-392.01-00 FUND BAL APPROPRIATIONS	34,005	-	(34,005)
Total	**$ 34,005**	**$ -**	**$ (100,000)**
Expenses			
121-4024-461.20-31 ELECTRIC-STREET LIGHTS	2,080,045	1,980,045	(100,000)
Total	**$ 2,080,045**	**$ 1,980,045**	**$ (100,000)**
Change in Project Fund Balance			$ -

Library Governing Board Fund: 137	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
137-0000-364.10-00 CONTRIBUTIONS/INDIVIDUALS	-	4,651	4,651
Total	**$ -**	**$ 4,651**	**$ 4,651**
Expenses			
137-4540-474.30-39 LIBRARY PROGRAM SUPPLIES	8,000	12,651	4,651
Total	**$ 8,000**	**$ 12,651**	**$ 4,651**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Transit Garage Project (GP1727)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-331.20-00 FEDERAL REV/ UMTA SECT. 9	640,000	2,283,226	1,643,226
311-0000-332.90-00 DEPT OF TRANSPORTATION	4,416,907	2,732,309	(1,684,598)
311-0000-391.01-00 From General Fund	518,182	448,847	(69,335)
Total	**$ 5,575,089**	**$ 5,464,382**	**$ (110,707)**
Expenses			
311-0000-601.90-03 Improvements	632,801	522,094	(110,707)
Total	**$ 632,801**	**$ 522,094**	**$ (110,707)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Transit Garage Project (GP2614)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-331.20-00 FEDERAL REV/ UMTA SECT. 9	-	36,774	36,774
311-0000-332.90-00 DEPT OF TRANSPORTATION	-	4,598	4,598
311-0000-391.01-00 From General Fund	-	69,335	69,335
Total	**$ -**	**$ 110,707**	**$ 110,707**
Expenses			
311-0000-601.90-03 Improvements	-	110,707	110,707
Total	**$ -**	**$ 110,707**	**$ 110,707**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Dental Clinic Project (GP2504)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-361.22-00 Interest Earnings	-	159,040	159,040
311-0000-332.69-00 Misc. Other State	-	6,500,000	6,500,000
311-0000-391.01-00 From General Fund	6,500,000	-	(6,500,000)
Total	**$ 6,500,000**	**$ 6,659,040**	**$ 159,040**
Expenses			
311-0000-601.80-07 To KEDB	-	2,809,040	2,809,040
311-0000-601.90-03 Improvements	6,500,000	3,550,000	(2,950,000)
Total	**$ 6,500,000**	**$ 6,359,040**	**$ (140,960)**
Change in Project Fund Balance			$ 300,000

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

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT III, City Attorney

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

AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2026-2027 Community Development Block Grant Fund Budget

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-182-2026	Final Adoption:	June 16, 2026
Work Session:	June 1, 2026	Staff Work By:	Wilson
First Reading:	June 2, 2026	Presentation By:	Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

- Conduct a Public Hearing
- 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.

Attachments:

1. Ordinance

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

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, 2027; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, Tenn. Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being be 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 Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting during which the Governing Body will consider final passage of the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF KINGSPORT, TENNESSEE, 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 $457,885.

COMMUNITY DEVELOPMENT FUND

CD2501	CDBG Administration	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	$ 106,577.00	$ -
124-0000-603.10-10	Salaries		80,723.00
124-0000-603.10-20	Social Security		5,940.00
124-0000-603.10-30	Health Insurance		10,414.00
124-0000-603.10-42	TCRS Hybrid Retirement		6,220.00
124-0000-603.10-50	Life Insurance		140.00
124-0000-603.10-52	Long Term Disability		140.00
124-0000-603.10-60	Workman's Compensation		60.00
124-0000-603.10-61	Unemployment Insurance		40.00
124-0000-603.20-10	Advertising and Publication		50.00
124-0000-603.20-21	Accounting/Auditing		120.00
124-0000-603.20-34	Telephone		150.00
124-0000-603.20-40	Travel		500.00
124-0000-603.20-43	Dues/Membership		200.00
124-0000-603.20-99	Miscellaneous		1,780.00
124-0000-603.30-10	Office Supplies		50.00
124-0000-603.30-11	Postage		50.00
		$ 106,577.00	**$ 106,577.00**

CD2504	KAHR Program	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	$ 177,625.00	
124-0000-603.40-23	Grants		177,625.00
		$ 177,625.00	**$ 177,625.00**

CD2505	Community Enrichment	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	$ 68,683.00	
124-0000-603.40-23	Grants		68,683.00
		$ 68,683.00	**$ 68,683.00**

CD2525	Code Enforcement	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	$ 35,000.00	
124-0000-603.10-10	Grants		35,000.00
		$ 35,000.00	**$ 35,000.00**

CD2535	HOPE VI - Section 108	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	$ 70,000.00	
124-0000-603.40-23	Grants		70,000.00
		$ 70,000.00	**$ 70,000.00**

SECTION II: This ordinance shall take effect July 1, 2026, the welfare of the City of Kingsport requiring it.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTOR

PASSED ON 1ST READING
PASSED ON 2ND READING

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2026-2027 Utility Enterprise Funds Budgets

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-181-2026
Work Session: June 1, 2026
First Reading: June 2, 2026

Final Adoption: June 16, 2026
Staff Work By: Wilson
Presentation By: Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

- Conduct a Public Hearing
- Approve the Ordinance

Executive Summary:

The proposed budget establishes appropriations for the City's enterprise utility funds, including the Water Fund, Sewer Fund, and Stormwater Fund. The budget was prepared in accordance with the 1982 Municipal Budget Law of Tennessee and reflects projected operating revenues, expenditures, capital improvement investments, debt service obligations, and reserve requirements necessary to support the continued delivery of utility services during the upcoming fiscal year.

Adoption of the budget authorizes expenditures and formally establishes the financial and operating plan for the enterprise funds for the fiscal year beginning July 1, 2026, and ending June 30, 2027.

Attachments:

1. Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FOLLOWING PROPRIETARY FUNDS WATER FUND SEWER FUND STORMWATER FUND FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance but does not require the appropriation of moneys expended in a proprietary type fund; and

WHEREAS, the governing body recognizes the importance of the review and approval by adoption of the detailed budget(s) for proprietary fund types; and

WHEREAS, pursuant to Tenn. Code Ann. § 9-21-403, the budget has been prepared and reconciled to a basis consistent with generally accepted accounting principles and in a form consistent with governmental standards as approved by the Tennessee Comptroller of the Treasury; and

WHEREAS, consistent with Tenn. Code Ann. § 9-21-403, the local government has demonstrated that there is adequate cash throughout the budget year to meet current obligations, including principal and interest; and

WHEREAS, the Board of Mayor and Aldermen is responsible for the operations of identified funds have prepared the annual operating budget identifying revenue by source and expenses by type and have presented three years of financial information, specifically, projected amounts for the budget year, estimated amounts for the current fiscal year, and actual amounts for the prior fiscal year; and

WHEREAS, proprietary fund budgets reflect compliance with the requirements of Tenn. Code Ann. § 7-82-703 for a statutory increase in net position, repayment of debt, and positive ending unrestricted and total net position balanced, for water, wastewater, and/or natural gas utility systems under the jurisdiction of the Tennessee Board of Utility Regulation; and

WHEREAS, the governing body recognizes the importance of adopting its budget prior to the beginning of the budget year and its statutory requirement pursuant to Tenn. Code Ann. § 9-21-403 to submit its budget to the Tennessee Comptroller of the Treasury within 15 days of adoption. It is further recognizes that the budget shall be submitted no later than August 31st of the budget year and should the budget be submitted after August 31, debt or financing obligations shall not be issued by the municipality until the Comptroller of the Treasury has approved the budget, or as otherwise provided for in a manner approved by the Comptroller of the Treasury pursuant to Tenn. Code Ann. § 9-21-404; and

WHEREAS, the governing body recognizes its responsibility pursuant to Tenn. Code Ann. § 4-3-305 to prepare the budget in accordance with the requirements of the Tennessee Budget Manual for Local Governments published by the Tennessee Comptroller of the Treasury; and

WHEREAS, if the Comptroller of the Treasury determines that the budget is not balanced and does not comply with state law, the Comptroller of the Treasury has authority pursuant to Tenn. Code Ann. § 9-21-403 to direct the governing body to adjust its estimates.

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

SECTION I: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

Water Fund - 411 - Cash Basis	2024-2025	2025-2026	2026-2027
	Unaudited	Estimated	Budgeted
Operating Revenues			
Water Sales	$ 16,933,961	$ 19,500,000	$ 20,300,000
Other Operating Revenue	1,539,529	1,563,637	976,500
Total Operating Revenues	$ 18,473,490	$ 21,063,637	$ 21,276,500
Operating Expenses			
Administration	$ 2,792,473	$ 3,428,209	$ 4,410,052
Plant Operations	4,518,185	4,446,486	4,900,303
System Maintenance	3,798,225	3,605,943	4,928,027
Utility Technical Service	1,952,577	1,609,504	1,805,332
Capital	10,044,134	5,170,396	603,853
Other	903,579	900,777	880,800
Depreciation	-	-	-
Total Operating Expenses	$ 24,009,173	$ 19,161,315	$ 17,528,367
Operating Income (Loss)	$ (5,535,683)	$ 1,902,322	$ 3,748,133
Nonoperating Revenue (Expenses)			
Revenue			
Investment Income	$ 834,789	$ 632,000	$ 352,000
Expense			
Debt Service - Principal	$ (3,186,744)	$ (3,301,600)	$ (3,059,745)
Debt Service - Interest	(1,232,067)	(1,178,300)	(1,349,788)
Total Nonoperating Revenue (Expenses)	$ (3,584,023)	$ (3,847,900)	$ (4,057,533)
Income (Loss Before Transfers)	$ (9,119,706)	$ (1,945,578)	$ (309,400)
Transfers and Capital Contributions			
Capital Contributions - Grants	$ 3,477,231	$ 743,234	309,400
Total Transfers	$ 3,477,231	$ 743,234	$ 309,400
Change in Net Position - Cash Basis	$ (5,642,474)	$ (1,202,344)	$ -
GAAP RECONCILIATION			
Change in Net Position - Cash Basis	$ (5,642,474)	$ (1,202,344)	$ -
Add:			
Debt Service - Principal	$ 3,186,744	$ 3,301,600	$ 3,059,745
Capital Purchases	11,494,262	5,316,793	2,035,646
Subtract:			
Depreciation Expense	$ (4,224,005)	$ (4,500,000)	$ (4,700,000)
Change in Net Position GAAP Basis	$ 4,814,527	$ 2,916,049	$ 395,391
Net Position - Beginning of Year - Restated	$ 79,282,201	$ 84,096,728	$ 87,012,777
Net Position - End of Year	$ 84,096,728	$ 87,012,777	$ 87,408,168

Sewer Fund - 412 - Cash Basis	2024-2025	2025-2026	2026-2027
	Audited	Estimated	Budgeted
Operating Revenues			
Sewer Sales	$ 19,953,337	$ 20,111,600	$ 22,520,000
Other Operating Revenue	871,890	1,066,550	947,900
Total Operating Revenues	$ 20,825,228	$ 21,178,150	$ 23,467,900
Operating Expenses			
Administration	$ 2,178,541	$ 2,128,000	$ 3,040,564
Plant Operations	4,645,467	4,945,900	5,406,437
System Maintenance	2,782,341	2,550,700	3,058,463
Utility Technical Service	794,134	866,000	889,911
Capital	272,500	2,680,000	4,328,125
Other	1,499,855	1,050,900	1,020,900
Depreciation	-	-	-
Total Operating Expenses	$ 12,172,840	$ 14,221,500	$ 17,744,400
Operating Income (Loss)	$ 8,652,388	$ 6,956,650	$ 5,723,500
Nonoperating Revenue (Expenses)			
Revenue			
Investment Income	$ 1,062,157	$ 940,000	$ 620,000
Sewer Taps	6,810	7,000	6,500
Expense			
Debt Service - Principal	(4,167,889)	(4,320,900)	(4,500,000)
Debt Service - Interest	(1,667,088)	(1,822,400)	(1,850,000)
Total Nonoperating Revenue (Expenses)	$ (4,766,010)	$ (5,196,300)	$ (5,723,500)
Income (Loss Before Transfers)	$ 3,886,378	$ 1,760,350	$ -
Transfers and Capital Contributions			
Capital Contributions - Grants	$ 1,020,936	$ -	$ -
Total Transfers	$ 1,020,936	$ -	$ -
Change in Net Position - Cash Basis	$ 4,907,314	$ 1,760,350	$ -
GAAP RECONCILIATION			
Change in Net Position - Cash Basis	$ 4,907,314	$ 1,760,350	$ -
Add:			
Debt Service - Principal	$ 4,167,889	$ 4,320,900	$ 4,500,000
Capital Purchases	2,123,559	2,554,000	4,839,125
Subtract:	(678,361)	-	-
Depreciation Expense	(5,723,835)	(5,809,693)	(5,900,000)
Change in Net Position GAAP Basis	$ 4,796,566	$ 2,825,557	$ 3,439,125
Net Position - Beginning of Year - Restated	$113,002,709	$117,799,275	$120,624,832
Net Position - End of Year	$117,799,275	$120,624,832	$124,063,957

Stormwater Fund - 417 - Cash Basis	2024-2025	2025-2026	2026-2027
	Audited	Estimated	Budgeted
Operating Revenues			
Stormwater Fees	1,884,687	2,271,900	$ 2,150,000
Total Operating Revenues	$ 1,884,687	$ 2,271,900	$ 2,150,000
Operating Expenses			
Operating Cost	$ 2,400,501	$ 2,166,600	$ 2,034,790
Depreciation	-	-	-
Total Operating Expenses	$ 2,400,501	$ 2,166,600	$ 2,034,790
Operating Income (Loss)	$ (515,814)	$ 105,300	$ 115,210
Nonoperating Revenue (Expenses)			
Revenue			
Investment Income	$ 10,875	$ 8,500	$ 5,000
Expense			
Debt Service - Principal	(99,233)	(102,500)	(106,350)
Debt Service - Interest	(14,592)	(17,800)	(13,860)
Total Nonoperating Revenue (Expenses)	-$102,950	-$111,800	$ (115,210)
Income (Loss Before Transfers)	$ (618,764)	$ (6,500)	$ -
Transfers and Capital Contributions			
Capital Contributions - Grants	481,154	-	-
Total Transfers	$ 481,154	$ -	$ -
Change in Net Position - Cash Basis	$ (137,610)	$ (6,500)	$ -
GAAP RECONCILIATION			
Change in Net Position - Cash Basis	$ (137,610)	$ (6,500)	$ -
Add:			
Debt Service - Principal	$ 99,233	$ 102,500	$ 106,350
Capital Purchases	782,313	250,000	50,000
GASB 68, GASB 75, and OPEB (Non Cash Adj)	150,008	-	-
Subtract:			
Depreciation Expense	(162,496)	(165,000)	(165,000)
Change in Net Position GAAP Basis	$ 731,448	$ 181,000	$ (8,650)
Net Position - Beginning of Year - Restated	$ 4,332,373	$ 5,063,821	$ 5,244,821
Net Position - End of Year	$ 5,063,821	$ 5,244,821	$ 5,236,171

SECTION II: At the end of the fiscal year 2026, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Net Position at June 30, 2026
Water Fund - 411 - Cash Basis	87,012,777
Sewer Fund - 412 - Cash Basis	120,624,832
Stormwater Fund - 417 - Cash Basis	5,244,821

SECTION III: 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:

Type of Indebtedness	Debt Authorized and Unissued	Principal Outstanding at 46203	FY 2027 Principal Payment	FY 2027 Interest Payment
Bonds -Payable Through Water Fund				
General Obligation Refunding Series 2013	3,025,000	10,000	10,000	300
General Obligation Refunding Series 2014B	2,717,899	1,461,236	144,662	41,667
General Obligation Refunding Series 2015A	2,226,420	874,059	76,646	26,708
General Obligation Refunding Series 2016 (Nov)	3,294,425	1,988,854	169,083	64,947
General Obligation Refunding Series 2017B	1,167,095	759,389	60,689	20,910
General Obligation Refunding Series 2018B	3,966,023	2,823,207	199,241	90,532
General Obligation Series 2019 Refunding (09 BABS)	2,159,378	974,783	226,658	48,739
General Obligation Series 2019 (Nov)	5,730,508	4,251,320	314,000	139,014
General Obligation Series 2020 Refunding 11 & 12C	2,337,395	1,436,108	229,433	24,252
General Obligation Series 2021	1,380,000	1,183,801	55,557	35,237
General Obligation Series 2023	9,750,000	9,415,000	180,000	411,275
General Obligation Refunding Series 2026B	2,040,516	2,040,516	197,544	88,719
Loan - Payable Through Water Fund				
DWF 2014-140	13,235,098	8,161,705	666,624	139,860
DG8 2022-249	1,300,000	1,132,168	60,444	11,712
DWF 2023-254	6,130,192	6,130,192	302,496	127,632
Capital Outlay Note - Series 2024	1,833,333	1,833,333	166,667	78,283
Bonds -Payable Through Sewer Fund				
General Obligation Refunding Series 2013	27,760,000	6,325,000	1,240,000	186,763
General Obligation Refunding Series 2014B	6,582,101	3,538,764	350,338	100,908
General Obligation Refunding Series 2015A	4,823,895	1,893,790	166,066	57,868
General Obligation Refunding Series 2016 (Nov)	6,952,823	4,197,439	356,847	137,069
General Obligation Refunding Series 2017B	10,082,905	6,560,611	524,311	180,652
General Obligation Refunding Series 2018B	1,308,977	931,793	65,759	29,880
General Obligation Series 2019 Refunding (09 BABS)	3,239,067	1,462,175	339,987	73,109
General Obligation Series 2019 (Nov)	3,421,614	2,538,409	187,486	83,004

General Obligation Series 2020 Refunding 11 & 12C	2,642,486	1,623,558	259,380	27,417
General Obligation Series 2021	6,345,000	5,442,910	255,443	162,012
General Obligation Series 2023	11,425,000	11,035,000	210,000	481,938
General Obligation Series 2026A	3,000,000	3,000,000	100,909	133,795
General Obligation Refunding Series 2026B	4,572,392	4,572,392	442,658	198,802
Bonds -Payable Through Storm Water Fund				
General Obligation Refunding Series 2016A	430,058	145,774	47,208	3,886
General Obligation Series 2019 Refunding (09 BABS)	323,907	146,217	33,999	7,311
General Obligation Series 2020 Refunding 11 & 12C	255,992	157,283	25,128	2,656

SECTION IV: During the coming fiscal year (2027) 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:			
Main Street Water Line Replacement	$ 2,025,000	$ 525,000	$ 1,500,000
WTP High Service IMP	$ 10,000,000	$ 1,730,000	$ 8,270,000
Washing CO WA EXT	$ 2,770,000	$ 2,770,000	$ -
Sullivan CO WA UPG	$ 4,475,000	$ 2,305,000	$ 2,170,000
AMI Meter Purchase	$ 2,850,000	$ 2,550,000	$ 300,000
WTP WA Intake Screen Replacement	$ 1,440,000	$ 1,423,000	$ 17,000
Water Line Improvements	$ 1,030,000	$ 1,030,000	$ -
Memorial Blvd Water Line	$ 4,072,000	$ -	$ 4,072,000
Watauga St Water Improvements	$ 1,000,000	$ -	$ 1,000,000
Fieldcrest Annexation	$ 1,930,000	$ -	$ 1,930,000
Water Line Improvements 2	$ 1,170,000	$ 1,170,000	$ -
Distribution System Upgrade	$ 1,500,000	$ 1,500,000	$ -
Customer Service System	$ 2,400,000	$ 400,000	$ 2,000,000
Sewer:			
Main Street Line Replacement	$ 1,157,000	$ 37,000	$ 1,120,000
SLS Improvements	$ 1,680,000	$ 400,000	$ 1,280,000
Valleybrook Sewer Extension	$ 1,350,000	$ 1,350,000	$ -
I&I UPG Garden/Industry Drive	$ 3,120,000	$ 1,240,000	$ 1,880,000
Memorial Blvd Sewer Line	$ 3,860,000	$ -	$ 3,860,000

WWTP Electrical Improvements	$ 2,370,000	$ -	$ 2,370,000
Fieldcrest Annexation	$ 2,300,000	$ -	$ 2,300,000
Collection System Upgrade	$ 1,550,000	$ -	$ 1,550,000
Reedy Creek Sullivan Clin	$ 1,000,000	$ -	$ 1,000,000
WWTP Blower Replacement	$ 1,500,000	$ 1,000,000	$ 500,000
FY26 Sewer Lining	$ 1,400,000	$ 1,265,000	$ 135,000

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Water:			
WTP Chemical Feed	$ 10,000,000	$ -	$ 10,000,000
Storage Tank Rehabs and Replacements	$ 3,500,500	$ -	$ 3,500,500
WTP Basin/Clarifier Sweep Replacement	$ 3,000,000	$ -	$ 3,000,000
WTP Storage Building	$ 750,000	$ -	$ 750,000
Distribution System Upgrade	$ 28,200,000	$ 1,700,000	$ 26,500,000
Meter Replacements	$ 2,500,000	$ 1,000,000	$ 1,500,000
Maintenance Facility Improvements	$ 200,000	$ 200,000	$ -
Distribution Facility Upgrades	$ 2,000,000	$ 1,000,000	$ 1,000,000
Plant Facility Improvements	$ 300,000	$ 300,000	$ -
SR126 Memorial Blvd Water Move	$ 2,500,000	$ -	$ 2,500,000
Filter and Pipe Gallery Improvments	$ 2,500,000	$ -	$ 2,500,000
WTP Clearwell Upgrade	$ 8,000,000	$ -	$ 8,000,000
Sewer:			
Lift Station Upgrades	$ 16,000,000	$ 16,000,000	$ -
Reedy Creek Trunk Construction	$ 13,555,500	$ -	$ 13,555,500
WWTP Blower	$ 2,500,000	$ -	$ 2,500,000
Pendragon Sewer Improvements	$ 1,000,000	$ -	$ 1,000,000
Watauga Sewer Improvements	$ 2,240,000	$ -	$ 2,240,000
Collection System Upgrades	$ 17,500,000	$ 17,500,000	$ -
WWTP Master Plan Improvements	$ 20,000,000	$ -	$ 20,000,000
Stormwater:			
Tranbarger Branch Stream Improvements	$ 500,000		$ 500,000
Leslie Branch Stream Improvements	$ 500,000		$ 500,000
Portable Pump Replacement	$ 100,000	$ 100,000	$ -

SECTION V: 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 Tenn. Code Ann. § 6-56-205.

SECTION VI: Money may be transferred from one appropriation to another in the same fund in an amount of up to $15,000 by the City Manager, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION VII: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION VIII: This annual budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. 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.

SECTION IX: All unencumbered balances of appropriations remaining at the end of the fiscal year lapse and revert to the respective fund balances.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING
PASSED ON 2ND READING

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2026-2027 Budget

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-180-2026
Work Session: June 1, 2026
First Reading: June 2, 2026

Final Adoption: June 16, 2026
Staff Work By: Wilson
Presentation By: Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

- Conduct a Public Hearing
- Approve the Ordinance

Executive Summary:

The proposed budget provides appropriations for the general operations of the City, including the following funds:

General Fund - 110
State Street Aid Fund - 121
MPO Fund - 122
Criminal Forfeiture Fund - 126
Drug Fund - 127
Regional Sales Tax Fund - 130
Visitors Enhancement Fund - 135
Library Governing Board Fund - 137
General Purpose School Fund - 141
School Public Law 93-380 Fund – 142
Special School Projects Fund - 145
School Nutrition Fund - 147
Debt Service Fund - 211
Solid Waste Fund - 415
Aquatic Center Fund - 419
Meadowview Conference Center Fund - 420
Cattails Golf Course Fund - 421
Fleet Maintenance Fund - 511
Risk Management Fund - 615
Health Insurance Fund - 625
Retirees Health Insurance Fund - 626
Public Library Commission Fund - 611
Bays Mountain Commission Fund - 612
Parks and Recreation Commission - 613
Palmer Center Trust Fund - 617
Allandale Trust Fund - 620

The budget was developed in accordance with the 1982 Municipal Budget Law of Tennessee and reflects anticipated revenues and expenditures necessary to support municipal services, capital improvements, debt obligations, and operational needs for the upcoming fiscal year. Adoption of the budget authorizes expenditures and establishes the financial plan for the fiscal year beginning July 1, 2026, and ending June 30, 2027.

Attachments:

1. Ordinance

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

PRE-FILED CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, Tenn. Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being be 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 Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting during which the Governing Body will consider final passage of the budget.

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

SECTION I: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund - 110	**2024-2025 Audited**	**2025-2026 Estimated**	**2026-2027 Budgeted**
Revenues			
Taxes	$ 55,948,097	$ 67,296,132	$ 67,835,736
Licenses and Permits	732,603	897,160	774,450
Intergovernmental	34,957,958	35,327,600	35,542,011
Charges for Services	2,492,993	2,675,094	3,028,850
Fines and Forfeitures	1,088,465	1,111,210	1,156,000
Other Revenue	2,042,946	1,470,129	1,403,300
Other Financing Sources			
Transfers In - from other funds	2,642,821	2,713,958	2,863,754
Transfers In - from other funds (PILOT)	1,491,000	1,491,000	1,491,000
Total Revenues and Other Financing Sources	$ 101,396,883	$ 112,982,283	$ 114,095,101
Appropriations			
General Government	$ 13,370,857	$ 14,744,240	$ 15,266,265
Public Safety	27,835,895	30,904,403	32,514,297
Public Works	14,957,090	16,303,816	17,239,314
Economic Development	2,008,951	2,273,597	2,441,990
Leisure Services (Parks & Recreation)	5,174,397	5,449,107	5,575,894
Other Expenses (Miscellaneous Government Expenses)	1,459,772	1,356,971	1,366,366
Capital Outlay	813,935	-	-
Other Financing Sources			
Transfers Out - To Debt Service Fund (Principal and Interest)	10,664,552	11,687,878	11,679,634
Transfers Out - To Other Funds	24,258,170	28,301,711	28,011,341
Total Appropriations	$ 100,543,619	$ 111,021,723	$ 114,095,101
Change in Fund Balance	$ 853,264	$ 1,960,560	$ -
Beginning Fund Balance	$ 25,584,464	$ 26,437,728	$ 28,398,288
Ending Fund Balance	$ 26,437,728	$ 28,398,288	$ 28,398,288
Ending Fund Balance as % of Appropriations	26.3%	25.6%	24.9%

State Street Aid Fund - 121	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
State Gas & Motor Fuel Taxes	$ 1,965,203	$ 2,064,205	$ 2,007,382
Other Financing Sources			
Transfers In - From General Fund	1,217,360	1,305,960	1,300,000
Total Revenues and Other Financing Sources	$ 3,182,563	$ 3,370,165	$ 3,307,382
Appropriations			
Public Works Department	$ 3,182,563	$ 3,370,165	$ 3,307,382
Total Appropriations	$ 3,182,563	$ 3,370,165	$ 3,307,382
Change in Fund Balance	$ -	$ -	$ -
Beginning Fund Balance	$ 22,767	$ 22,767	$ 22,767
Ending Fund Balance	$ 22,767	$ 22,767	$ 22,767
Ending Fund Balance as % of Appropriations	0.7%	0.7%	0.7%

Metropolitan Planning Grant Project Fund - 122	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Federal Government	$ 233,062	$ 373,297	$ 423,636
State Government	15,131	21,745	40,500
Other Financing Sources			
Transfers In - From General Fund	829,740	68,054	68,000
Investment Earnings	509	-	-
Total Revenues and Other Financing Sources	$ 1,078,442	$ 463,096	$ 532,136
Appropriations			
Transportation	$ 303,752	$ 463,096	$ 532,136
Total Appropriations	$ 303,752	$ 463,096	$ 532,136
Change in Fund Balance	$ 774,690	$ -	$ -
Beginning Fund Balance	$ 136,656	$ 911,346	$ 911,346
Ending Fund Balance	$ 911,346	$ 911,346	$ 911,346
Ending Fund Balance as % of Appropriations	300.0%	196.8%	171.3%

Criminal Forfeiture Fund - 126	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Fines and Forfeitures	$ 22,705	$ 8,031	$ 6,000
Other	2,959	-	-
Total Revenues	$ 25,664	$ 8,031	$ 6,000
Appropriations			
Public Safety	$ -	$ 8,031	$ 6,000
Total Appropriations	$ -	$ 8,031	$ 6,000
Change in Fund Balance	$ 25,664	$ -	$ -
Beginning Fund Balance	$ 129,302	$ 154,966	$ 154,966
Ending Fund Balance	$ 154,966	$ 154,966	$ 154,966
Ending Fund Balance as % of Appropriations	0.0%	1929.6%	2582.8%

Drug Fund - 127	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Fines and Forfeitures	$ 47,058	$ 192,000	$ 91,000
Total Revenues	$ 47,058	$ 192,000	$ 91,000
Appropriations			
Drug Enforcement	$ 82,579	$ 192,000	$ 91,000
Total Appropriations	$ 82,579	$ 192,000	$ 91,000
Change in Fund Balance	$ (35,521)	$ -	$ -
Beginning Fund Balance	$ 605,743	$ 570,222	$ 570,222
Ending Fund Balance	$ 570,222	$ 570,222	$ 570,222
Ending Fund Balance as % of Appropriations	690.5%	297.0%	626.6%

Regional Sales Tax Fund - 130	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Local Option Sales Tax	$ 5,010,384	$ 5,000,000	$ 5,000,000
Transfer In From General Fund	23,024	-	397,000
Total Revenues and Other Financing Sources	$ 5,033,408	$ 5,000,000	$ 5,397,000
Appropriations			
Transfers Out - To Other Funds	$ 5,378,979	$ 5,000,000	$ 5,397,000
Total Appropriations	$ 5,378,979	$ 5,000,000	$ 5,397,000
Change in Fund Balance	$ (345,571)	$ -	$ -
Beginning Fund Balance	$ 575,259	$ 229,688	$ 229,688
Ending Fund Balance	$ 229,688	$ 229,688	$ 229,688
Ending Fund Balance as % of Appropriations	4.3%	4.6%	4.3%

Visitors Enhancement Fund - 135	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Hotel/ Motel Tax Allocation	$ 601,190	$ 580,000	$ 580,000
Other	-	-	-
Total Revenues and Other Financing Sources	$ 601,190	$ 580,000	$ 580,000
Appropriations			
Culture and Recreation	$ 325,898	$ 235,637	$ 757,000
Transfers Out - To Other Funds	294,166	305,398	-
Total Appropriations	$ 620,064	$ 541,035	$ 757,000
Change in Fund Balance	$ (18,874)	$ 38,965	$ (177,000)
Beginning Fund Balance	$ 221,773	$ 202,899	$ 241,864
Ending Fund Balance	$ 202,899	$ 241,864	$ 64,864
Ending Fund Balance as % of Appropriations	32.7%	44.7%	8.6%

Library Governing Board Fund - 137	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
County Government	$ 15,000	$ 15,000	$ 15,000
Charges for Services	7,084	8,700	10,000
Fines and Forfeitures	9,705	9,700	10,500
Investment Earnings	1,221	-	-
Other	97	-	-
Other Financing Sources			
Transfers In - From General Fund	1,375,000	1,375,000	1,425,000
Total Revenues and Other Financing Sources	$ 1,408,107	$ 1,408,400	$ 1,460,500
Appropriations			
Culture and Recreation	$ 1,207,557	$ 1,408,400	$ 1,460,500
Total Appropriations	$ 1,207,557	$ 1,408,400	$ 1,460,500
Change in Fund Balance	$ 200,550	$ -	$ -
Beginning Fund Balance	$ 292,636	$ 493,186	$ 493,186
Ending Fund Balance	$ 493,186	$ 493,186	$ 493,186
Ending Fund Balance as % of Appropriations	40.8%	35.0%	33.8%

General Purpose School Fund - 141	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Taxes	$ 32,700,297	$ 31,964,000	$ 32,844,000
From State of Tennessee	49,426,252	52,551,841	54,286,600
From Federal Government	132,615	149,000	143,000
Charges for Services	1,567,751	1,422,500	1,504,000
Investments	149,837	100,000	100,000
Miscellaneous	1,311,113	1,319,384	830,000
Other Financing Sources			
Transfer from Fed. Project Fund	95,474	75,000	80,000
From General Fund-MOE	11,245,300	11,245,300	11,245,300
From General Fund-Debt	4,434,430	4,441,400	5,066,100
From Fund Balance	-	7,160,526	1,808,500
Total Revenues and Other Financing Sources	$ 101,063,069	$ 110,428,951	$ 107,907,500
Appropriations			
Educational Services	$ 90,882,479	$ 97,438,446	$ 97,519,100
Non-Instructional Services	1,442,055	1,269,328	1,208,500
Capital Outlay	1,296,411	1,236,777	1,007,000
Other Financing Sources			
Transfers Out - To Debt Service Fund (Principal and Interest)	4,962,680	4,819,300	5,440,800
Transfers Out - To Internal Service Funds	1,744,486	2,435,100	2,507,100
Transfers Out - To Other Funds	125,754	3,230,000	225,000
Total Appropriations	$ 100,453,865	$ 110,428,951	$ 107,907,500
Change in Fund Balance	$ 609,204	$ -	$ -
Beginning Fund Balance	$ 15,573,280	$ 16,182,484	$ 16,182,484
Ending Fund Balance	$ 16,182,484	$ 16,182,484	$ 16,182,484
Ending Fund Balance as % of Appropriations	16.1%	14.7%	15.0%

Public Law 93-380 Grant Project Fund - 142	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Federal Government Thru State	$ 7,471,487	$ 6,028,161	$ 6,047,748
Transfers In - From General Purpose School Fund	60,754	-	-
Total Revenues and Other Financing Sources	$ 7,532,241	$ 6,028,161	$ 6,047,748
Appropriations			
Instruction	$ 3,167,554	$ 2,399,751	$ 2,793,938
Support Services	3,902,545	3,107,302	2,728,642
Other	116,473	521,108	525,168
Capital Outlay	345,669	-	-
Total Appropriations	$ 7,532,241	$ 6,028,161	$ 6,047,748
Change in Fund Balance	$ -	$ -	$ -
Beginning Fund Balance	$ -	$ -	$ -
Ending Fund Balance	$ -	$ -	$ -
Ending Fund Balance as % of Appropriations	0.0%	0.0%	0.0%

School Grant Projects Fund - 145	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Federal Government	$ 557,084	$ -	$ -
State Government	1,163,095	973,720	1,091,915
Local Government	-	20,000	20,000
Charges for Services	201,748	-	-
Other Financing Sources			
Transfers In - From General Purpose School Fund	65,000	140,000	150,000
Total Revenues and Other Financing Sources	$ 1,986,927	$ 1,133,720	$ 1,261,915
Appropriations			
Instruction	$ 1,428,952	$ 1,002,650	$ 1,110,345
Support Services	263,871	127,807	148264
Capital Outlay	294,104	-	0
To Risk Fund	-	3,263	3,306
Total Appropriations	$ 1,986,927	$ 1,133,720	$ 1,261,915
Change in Fund Balance	$ -	$ -	$ -
Beginning Fund Balance	$ -	$ -	$ -
Ending Fund Balance	$ -	$ -	$ -
Ending Fund Balance as % of Appropriations	0.0%	0.0%	0.0%

School Nutrition Fund - 147	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Federal Government	$ 4,303,564	$ 4,277,900	$ 5,111,700
State Government	32,732	34,800	34,800
Charges for Services	302,475	311,900	389,200
Unrealized Commodity Value	167,919	225,000	227,000
Investments	151	1,800	1,900
Local Revenue	13,173	112,400	83,600
Total Revenues and Other Financing Sources	$ 4,820,014	$ 4,963,800	$ 5,848,200
Appropriations			
School Food Service	$ 5,150,762	$ 5,341,800	$ 5,693,200
Capital Outlay	263,731	292,000	355,000
Other Financing Sources			
Transfers Out - To Other Funds	-	-	-
Total Appropriations	$ 5,414,493	$ 5,633,800	$ 6,048,200
Change in Fund Balance	$ (594,479)	$ (670,000)	$ (200,000)
Beginning Fund Balance	$ 3,516,862	$ 2,922,383	$ 2,252,383
Ending Fund Balance	$ 2,922,383	$ 2,252,383	$ 2,052,383
Ending Fund Balance as % of Appropriations	54.0%	40.0%	33.9%

Debt Service Fund - 211	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Interest on Investments	$ 1,583,022	$ 750,000	$ 125,000
Other Financing Sources			
Transfers In - From Other Funds	14,041,465	16,195,500	16,745,675
Total Revenues and Other Financing Sources	$ 15,624,487	$ 16,945,500	$ 16,870,675
Appropriations			
Principal on Bonds/Notes Bonds	$ 11,163,062	$ 11,546,044	$ 12,242,256
Interest on Bonds/Notes	4,790,092	4,385,689	4,503,419
Other Expenses	106,588	350,000	105,000
Bank Service Charges	-	15,000	20,000
Total Appropriations	$ 16,059,742	$ 16,296,733	$ 16,870,675
Change in Fund Balance	$ (435,255)	$ 648,767	$ -
Beginning Fund Balance	$ 969,745	$ 534,490	$ 1,183,257
Ending Fund Balance	$ 534,490	$ 1,183,257	$ 1,183,257
Ending Fund Balance as % of Appropriations	3.3%	7.3%	7.0%

Solid Waste Fund - 415 - Cash Basis	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Charges for Services	$ 4,707,879	$ 4,578,000	$ 4,970,800
Total Revenues	$ 4,707,879	$ 4,578,000	$ 4,970,800
Operating Expenses			
Trash Collection	$ 1,346,055	$ 1,407,900	$ 1,478,068
Organic Collection	4,248,332	3,905,200	4,457,420
Refuse Disposal	2,419,078	1,520,500	1,572,958
Other	73,936	85,400	85,300
Total Operating Expenses	$ 8,087,401	$ 6,919,000	$ 7,593,746
Operating Income (Loss)	$ (3,379,522)	$ (2,341,000)	$ (2,622,946)
Nonoperating Revenue (Expenses)			
Revenue			
Investment Income	$ 112,010	$ 67,100	$ 100,600
Expense			
Debt Service (Principal)	(163,913)	(164,000)	(164,000)
Debt Service (Interest)	(52,913)	(62,100)	(62,100)
Total Nonoperating Revenue (Expenses)	$ (104,816)	$ (159,000)	$ (125,500)
Income (Loss Before Transfers)	$ (3,484,338)	$ (2,500,000)	$ (2,748,446)
Transfers			
Transfers In - From General Fund	2,500,000	2,500,000	2,100,000
Total Transfers	$ 2,500,000	$ 2,500,000	$ 2,100,000
Change in Net Position - Cash Basis	$ (984,338)	$ -	$ (648,446)
GAAP RECONCILIATION			
Change in Net Position - Cash Basis	$ (984,338)	$ -	$ (648,446)
Add:			
Debt Service - Principal	163,913	164,000	164,000
Capital Purchases	326,704	101,000	70,000
GASB 68, GASB 75, and OPEB (Non Cash Adj)	460,713	-	-
Subtract:			
Depreciation Expense	(178,614)	(180,000)	(180,000)
Change in Net Position GAAP Basis	$ (211,622)	$ 85,000	$ (594,446)
Net Position - Beginning of Year - Restated	$ 1,817,011	$ 1,605,389	$ 1,690,389
Net Position - End of Year	$ 1,605,389	$ 1,690,389	$ 1,095,943

Aquatic Center Fund - 419	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Operating Revenues			
Charges and fees	$ 1,465,781	$ 1,442,108	$ 1,502,240
Miscellaneous	31,616	16,700	15,000
Total Operating Revenues	$ 1,497,397	$ 1,458,808	$ 1,517,240
Operating Expenses			
Operating Expenses	$ 2,235,320	$ 2,374,828	$ 2,335,111
Depreciation	835,802	840,000	840,000
Total Operating Expenses	$ 3,071,122	$ 3,214,828	$ 3,175,111
Operating Income (Loss)	$ (1,573,725)	$ (1,756,020)	$ (1,657,871)
Nonoperating Revenue (Expenses)			
Revenue			
Investment Income	$ 7,653	$ 2,000	$ 2,000
Expense			
Debt Service (Interest)	(272,198)	(277,336)	(318,096)
Total Nonoperating Revenue (Expenses)	$ (264,545)	$ (275,336)	$ (316,096)
Income (Loss Before Transfers)	$ (1,838,270)	$ (2,031,356)	$ (1,973,967)
Transfers			
Transfers In - From Visitors Enhancement Fund	$ 139,584	$ -	$ -
Transfers In - From Regional Sales Tax Fund	2,521,207	2,258,057	2,700,000
Transfers Out - To Other Funds	(67,505)	-	-
Total Transfers	$ 2,593,286	$ 2,258,057	$ 2,700,000
Change in Net Position	$ 755,016	$ 226,701	$ 726,033
Beginning Net Position	$ 3,298,524	$ 4,053,540	$ 4,280,241
Ending Net Position	$ 4,053,540	$ 4,280,241	$ 5,006,274

Meadowview Conference Center Fund - 420	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Operating Revenues			
Charges and Fees	$ 407,220	$ 400,000	$ 363,400
Total Operating Revenues	$ 407,220	$ 400,000	$ 363,400
Operating Expenses			
Operating Expenses	$ 1,456,547	$ 1,288,682	$ 1,476,413
Depreciation	1,544,476	1,545,000	1,545,000
Total Operating Expenses	$ 3,001,023	$ 2,833,682	$ 3,021,413
Operating Income (Loss)	$ (2,593,803)	$ (2,433,682)	$ (2,658,013)
Nonoperating Revenue (Expenses)			
Revenue			
Investment Income	$ 50,969	$ 30,000	$ 40,000
Expense			
Debt Service (Interest)	(223,752)	(239,908)	(189,014)
Total Nonoperating Revenue (Expenses)	$ (172,783)	$ (209,908)	$ (149,014)
Income (Loss Before Transfers)	$ (2,766,586)	$ (2,643,590)	$ (2,807,027)
Transfers			
Transfers In - From Regional Sales Tax Fund	$ 2,662,829	$ 2,345,213	$ 2,300,000
Capital Contributions	212,300	-	-
Total Transfers	$ 2,875,129	$ 2,345,213	$ 2,300,000
Change in Net Positions	$ 108,543	$ (298,377)	$ (507,027)
Beginning Net Position	$ 16,977,870	$ 17,086,413	$ 16,788,036
Ending Net Position	$ 17,086,413	$ 16,788,036	$ 16,281,009

Cattails Golf Course Fund - 421	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Operating Revenues			
Sales/ Fees	$ 1,281,329	$ 1,489,332	$ 1,350,000
Total Operating Revenues	$ 1,281,329	$ 1,489,332	$ 1,350,000
Operating Expenses			
Operating Expenses	$ 1,433,974	$ 1,400,000	$ 1,400,000
Depreciation	237,174	240,000	240,000
Total Operating Expenses	$ 1,671,148	$ 1,640,000	$ 1,640,000
Operating Income (Loss)	$ (389,819)	$ (150,668)	$ (290,000)
Nonoperating Revenue (Expenses)			
Revenue			
Investment Income	$ 20,070	$ 20,070	$ 20,100
Other Income	-	-	-
Expense			
Debt Service (Interest)	(10,255)	(10,350)	(76,000)
Total Nonoperating Revenue (Expenses)	$ 9,815	$ 9,720	$ (55,900)
Income (Loss Before Transfers)	$ (380,004)	$ (140,948)	$ (345,900)
Transfers			
Transfers In - From Regional Sales Tax Fund	$ 166,623	$ 20,000	$ 241,000
Total Transfers	$ 166,623	$ 20,000	$ 241,000
Change in Net Positions	$ (213,381)	$ (120,948)	$ (104,900)
Beginning Net Position	$ 2,827,514	$ 2,614,133	$ 2,493,185
Ending Net Position	$ 2,614,133	$ 2,493,185	$ 2,388,285

Fleet Maintenance Fund - 511 - Cash Basis	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Operating Revenues			
Charges and Fees	$ 10,197,679	$ 10,244,700	$ 11,364,101
Miscellaneous	8,695	46,000	16,700
Nonoperating Revenues			
Investment Income	143,662	47,000	20,000
Gain on disposal of capital assets	126,043	46,000	100,000
Total Revenues and Other Financing Sources	$ 10,476,079	$ 10,383,700	$ 11,500,801
Appropriations			
Operations	$ 7,245,315	$ 6,241,400	$ 6,348,104
Capital	$ 5,962,184	$ 5,494,200	$ 3,211,000
Depreciation	$ -	$ -	$ -
Total Appropriations	$ 13,207,499	$ 11,735,600	$ 9,559,104
Change in Net Position - Cash Basis	$ (2,731,420)	$ (1,351,900)	$ 1,941,697
GAAP Reconciliation			
Change in Net Position - Cash Basis	$ (2,731,420)	$ (1,351,900)	$ 1,941,697
Add:			
Capital Purchases	$ 5,962,184	$ 5,494,200	$ 3,211,000
Subtract:			
Depreciation Expense	$ (2,871,193)	$ (3,510,000)	$ (3,642,346)
Change in Net Position GAAP Basis	$ 359,571	$ 632,300	$ 1,510,351
Beginning Net Position - Restated	$ 17,525,150	$ 17,884,721	$ 18,517,021
Ending Net Position	$ 17,884,721	$ 18,517,021	$ 20,027,372
Ending Net Position as % of Appropriations	135.4%	157.8%	209.5%

Risk Management Fund - 615	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Investments	$ 257,603	$ 145,000	$ 233,000
Miscellaneous	3,968	-	-
Other Financing Sources			
From Other Funds - Risk Charges	2,768,928	2,909,170	3,042,800
Total Revenues and Other Financing Sources	$ 3,030,499	$ 3,054,170	$ 3,275,800
Appropriations			
Administration	$ 1,820,457	$ 1,896,099	$ 1,962,912
Insurance Claims	1,461,659	1,158,071	1,632,000
Total Appropriations	$ 3,282,116	$ 3,054,170	$ 3,594,912
Change in Net Position	$ (251,617)	$ -	$ (319,112)
Beginning Net Position - Restated	$ 4,106,048	$ 3,854,431	$ 3,854,431
Ending Net Position	$ 3,854,431	$ 3,854,431	$ 3,535,319
Ending Net Position as % of Appropriations	117.4%	126.2%	98.3%

Health Insurance Fund - 625	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Operating Revenues			
Employee Contributions	$ 2,301,894	$ 2,473,000	$ 2,625,000
City Contributions	7,569,506	8,655,000	9,095,000
Other Revenue	1,638,282	1,480,000	1,480,000
Nonoperating Revenues			
Earnings on Investments	135,642	120,000	120,000
Total Revenues	$ 11,645,324	$ 12,728,000	$ 13,320,000
Operating Exepnses			
Administration	$ 111,802	$ 145,642	$ 105,150
Insurance & Claims	9,325,894	9,929,284	10,603,735
Other	1,873,613	2,138,914	2,238,750
Total Expenses	$ 11,311,309	$ 12,213,840	$ 12,947,635
Change in Net Position	$ 334,015	$ 514,160	$ 372,365
Net Position, Beginning of Year	$ 3,557,025	$ 3,891,040	$ 4,405,200
Net Position, End of Year	$ 3,891,040	$ 4,405,200	$ 4,777,565
Ending Net Position as % of Appropriations	34.4%	36.1%	36.9%

Retirees Health Insurance Fund - 626	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Operating Revenues			
Retiree Contributions	$ 500,948	$ 511,200	$ 520,800
City Contributions	750,000	750,000	750,000
Other Revenue	1,365,363	1,430,000	1,430,000
Nonoperating Revenues			
Earnings on Investments	64,577	40,759	22,070
Total Revenues	$ 2,680,888	$ 2,731,959	$ 2,722,870
Operating Exepnses			
Insurance & Claims	$ 3,750,169	$ 3,305,939	$ 3,471,500
Other	46,277	49,000	50,900
Total Expenses	$ 3,796,446	$ 3,354,939	$ 3,522,400
Change in Net Position	$ (1,115,558)	$ (622,980)	$ (799,530)
Net Position, Beginning of Year	$ 2,474,195	$ 1,358,637	$ 735,657
Net Position, End of Year	$ 1,358,637	$ 735,657	$ (63,873)
Ending Net Position as % of Appropriations	35.8%	21.9%	-1.8%

Public Library Commission Fund - 611	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Investments	$ 244	$ 162	$ 100
Total Revenues and Other Financing Sources	$ 244	$ 162	$ 100
Appropriations			
Supplies & Materials	$ -	$ 162	$ 100
Total Appropriations	$ -	$ 162	$ 100
Change in Fund Balance	$ 244	$ -	$ -
Beginning Fund Balance	$ 5,498	$ 5,742	$ 5,742
Ending Fund Balance	$ 5,742	$ 5,742	$ 5,742
Ending Fund Balance as % of Appropriations	#DIV/0!	3544.4%	5742.0%

Bays Mountain Commission Fund - 612	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Receipts	$ 317,309	$ 250,000	$ 340,000
Investments	25,308	30,000	20,000
From Non-Profit Groups	771,972	100,000	-
Total Revenues and Other Financing Sources	$ 1,114,589	$ 380,000	$ 360,000
Appropriations			
Maintenance	$ 159,395	$ 247,700	$ 185,500
Capital Outlay	-	41,300	-
Other Financing Sources			
Transfers Out	792,647	-	-
Total Appropriations	$ 952,042	$ 289,000	$ 185,500
Change in Fund Balance	$ 162,547	$ 91,000	$ 174,500
Beginning Fund Balance	$ 561,863	$ 724,410	$ 815,410
Ending Fund Balance	$ 724,410	$ 815,410	$ 989,910
Ending Fund Balance as % of Appropriations	76.1%	282.1%	533.6%

Parks and Recreation Commission - 613	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Charges for Services	$ 469,074	$ 342,010	$ 394,600
Investment Earnings	17,656	16,500	16,500
Contributions & Donations	83,542	75,000	85,000
Other Revenue	14,743	10,600	10,600
Other Financing Sources			
Transfers In - from General Fund	81,435	-	-
Total Revenues and Other Financing Sources	$ 666,450	$ 444,110	$ 506,700
Appropriations			
Culture & Recreation	$ 576,994	$ 425,018	$ 506,700
Total Appropriations	$ 576,994	$ 425,018	$ 506,700
Change in Fund Balance	$ 89,456	$ 19,092	$ -
Beginning Fund Balance	$ 407,308	$ 496,764	$ 515,856
Ending Fund Balance	$ 496,764	$ 515,856	$ 515,856
Ending Fund Balance as % of Appropriations	86.1%	121.4%	101.8%

Palmer Center Trust Fund - 617	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Investments	$ 3,651	$ 2,500	$ 100
Total Revenues and Other Financing Sources	$ 3,651	$ 2,500	$ 100
Appropriations			
Donations & Grants	$ -	$ 100	$ 100
Total Appropriations	$ -	$ 100	$ 100
Change in Fund Balance	$ 3,651	$ 2,400	$ -
Beginning Fund Balance	$ 76,693	$ 80,344	$ 82,744
Ending Fund Balance	$ 80,344	$ 82,744	$ 82,744
Ending Fund Balance as % of Appropriations	N/A	82744.0%	82744.0%

Allandale Trust Fund - 620	2024-2025 Audited	2025-2026 Estimated	2026-2027 Budgeted
Revenues			
Investments	$ 10,597	$ 8,000	$ 8,000
Total Revenues and Other Financing Sources	$ 10,597	$ 8,000	$ 8,000
Appropriations			
Capital Outlay	$ -	$ 52,000	$ -
Total Appropriations	$ -	$ 52,000	$ -
Change in Fund Balance	$ 10,597	$ (44,000)	$ 8,000
Beginning Fund Balance	$ 237,559	$ 248,156	$ 204,156
Ending Fund Balance	$ 248,156	$ 204,156	$ 212,156
Ending Fund Balance as % of Appropriations	N/A	392.6%	N/A

SECTION II: At the end of the fiscal year 2026, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2026
General Fund - 110	$ 28,398,288
State Street Aid Fund - 121	$ 22,767
Metropolitan Planning Grant Project Fund - 122	$ 911,346
Criminal Forfeiture Fund - 126	$ 154,966
Drug Fund - 127	$ 570,222
Regional Sales Tax Fund - 130	$ 229,688
Visitors Enhancement Fund - 135	$ 64,864
Library Governing Board Fund - 137	$ 493,186
General Purpose School Fund - 141	$ 16,182,484
Public Law 93-380 Grant Project Fund - 142	$ -
School Grant Projects Fund - 145	$ -
School Nutrition Fund - 147	$ 2,052,383
Debt Service Fund - 211	$ 1,183,257
Solid Waste Fund - 415 - Cash Basis	$ 1,690,389
Aquatic Center Fund - 419	$ 5,006,274
Meadowview Conference Center Fund - 420	$ 16,281,009
Cattails Golf Course Fund - 421	$ 2,388,285
Fleet Maintenance Fund - 511 - Cash Basis	$ 18,517,021
Risk Management Fund - 615	$ 3,535,319
Health Insurance Fund - 625	$ 4,777,565
Retirees Health Insurance Fund - 626	$ (63,873)
Public Library Commission Fund - 611	$ 5,742
Bays Mountain Commission Fund - 612	$ 989,910
Parks and Recreation Commission - 613	$ 515,856
Palmer Center Trust Fund - 617	$ 82,744
Allandale Trust Fund - 620	$ 212,156

SECTION III: 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:

Type of Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2026	FY 2027 Principal Payment	FY 2027 Interest Payment
Bonds -Payable Through General Fund				
General Obligation Refunding Series 2013	12,177,052	969,416	969,416	29,083
General Obligation Refunding Series 2014A	13,233,893	7,564,648	720,846	251,575
General Obligation Refunding Series 2015 (Feb)	17,695,000	4,020,000	2,695,000	120,600
General Obligation Refunding Series 2015A	15,105,000	3,162,151	277,288	96,624
General Obligation Refunding Series 2016A	16,580,000	2,348,647	760,594	62,603
General Obligation Refunding Series 2016B	13,360,000	1,763,170	466,721	48,098
General Obligation Refunding Series 2016 (Nov)	7,821,325	4,721,756	401,423	154,190
General Obligation Refunding Series 2017A	14,885,000	9,592,447	766,407	264,077
General Obligation Refunding Series 2018A	7,040,000	4,740,000	395,000	151,700
General Obligation Series 2019 Refunding (09 BABS)	14,100,000	3,330,345	774,377	166,517
General Obligation Series 2019A	18,615,000	6,607,521	488,028	216,060
General Obligation Series 2020 Refunding 11 & 12C	14,925,000	5,683,813	908,046	95,983
General Obligation Series 2021	17,760,000	7,896,294	370,584	235,039
General Obligation Public Improvement Series 2023	40,770,000	39,365,000	755,000	1,719,288
General Obligation Public Improvement Series 2026A	12,000,000	12,000,000	403,636	535,181
General Obligation Refunding Series 2026B	6,418,328	6,418,328	621,364	279,062
Bonds -Payable Through Aquatic Center Fund				
General Obligation Public Improvement Series 2012A	3,110,000	1,220,000	190,000	38,181
General Obligation Refunding Series 2013A (Lazy River)	1,310,000	635,000	70,000	25,400
General Obligation Refunding Series 2016B	9,029,862	3,676,830	973,279	100,302
General Obligation Refunding Series 2017A	164,712	107,553	8,593	2,961
General Obligation Refunding Series 2018C	2,360,000	1,640,000	115,000	52,569
General Obligation Refunding Series 2019	295,809	133,534	31,049	6,677
General Obligation Refunding Series 2020	103,584	63,643	10,168	1,075
Bonds -Payable Through Meadowview Fund				
General Obligation Refunding Series 2016A	9,221,015	3,125,579	1,012,198	83,312
General Obligation Public Improvement Series 2016 (NOV)	3,266,427	1,971,951	167,646	64,395
General Obligation Refunding Series 2019 (09 BABS)	542,374	244,838	56,930	12,242
General Obligation Public Improvement Series 2019 (NOV)	324,543	240,771	17,783	7,873
General Obligation Public Improvement Series 2021	830,000	711,996	33,415	21,193
Bonds -Payable Through Cattails Golf Course Fund				
General Obligation Series 2019 (Nov))	231,817	171,979	12,702	5,624
General Obligation Series 2020 Refunding 11 & 12C	334,626	205,596	32,846	3,472
General Obligation Public Improvement Series 2026A	1,500,000	1,500,000	50,455	66,898
Bonds -Payable Through Solid Waste Fund				
General Obligation Refunding Series 2013	132,948	10,584	10,584	318
General Obligation Refunding Series 2014A	2,371,107	1,355,352	129,154	45,075
General Obligation Series 2019 Refunding (09 BABS)	161,953	73,109	16,999	3,655
General Obligation Refunding Series 2026B	138,764	138,764	13,434	6,033
Notes				
HUD 108-**Paid Through CDBG Project Fund**	856,000	211,000	43,000	8,260
School EESI Series 2021- **Paid Through General Purpose School Fund**	2,866,134	2,277,456	175,393	10,985
09 QSCB - **Paid Through General Purpose School Fund**	1,240,000	8,464	8,464	11
2020 Capital Outlay Notes - **Paid Through General Purpose School Fund**	2,000,000	1,166,665	166,667	21,558
2024 Capital Outlay Notes - **Paid Through General Fund**	2,000,000	1,833,333	166,667	78,283
Capital Leases				
No Capital Leases				

SECTION IV: During the coming fiscal year (2027) 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	Pending Capital Projects Expense Financed by Debt Proceeds
Main Street Improvements	$ 19,800,000	$ 16,850,000	$ 2,950,000
Transit Garage	$ 6,293,000	$ 5,575,000	$ 718,000
Sullivan North Renovation	$ 8,914,000	$ 6,549,000	$ 2,365,000
Dobyns Bennet Renovation	$ 5,442,000	$ 442,000	$ 5,000,000
Library Renovations	$ 9,300,000	$ 4,550,000	$ 4,750,000
Schools HVAC Replacements	$ 6,700,000	$ 6,700,000	$ -
DB Dome Replacement	$ 23,800,000	$ 300,000	$ 23,500,000
Justice Center Expansion	$ 18,900,000	$ 5,500,000	$ 13,400,000
Dental Clinic	$ 6,500,000	$ 6,500,000	$ -
Washing Elem HVAC Replacement	$ 4,800,000	$ 4,600,000	$ 200,000

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
State Industrial Access Road	$ 1,085,000	$ 335,000	$ 750,000
Clinchfield Bridge	$ 1,390,000	$ -	$ 1,390,000
Watauga Street	$ 2,020,000	$ -	$ 2,020,000
White and Eastman	$ 656,000	$ -	$ 656,000
Jessee and Memorial	$ 757,000	$ -	$ 757,000
Other Bridge Projects	$ 1,800,000	$ -	$ 1,800,000
Senior Center Parking	$ 757,000	$ -	$ 757,000

SECTION V: 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 Tenn. Code Ann. § 6-56-205.

SECTION V: 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 Tenn. Code Ann. § 6-56-205.

SECTION VI: Money may be transferred from one appropriation to another in the same fund in an amount of up to $15,000 by the City Manager, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION VII: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION VIII: The tax rate will be set once the Certified Rate is received from the State of Tennessee Board of Equalization for both Sullivan County inside city residents and for Hawkins County inside city rates for tax year 2026.

SECTION IX: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. 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.

SECTION X: All unencumbered balances of appropriations remaining at the end of the fiscal year lapse and revert to the respective fund balances.

SECTION XI: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION XII: This ordinance shall take effect July 1, 2026, the public welfare requiring it.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING
PASSED ON 2ND READING

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance Adopting Water, Sewer, and Stormwater Rates Beginning July 1, 2026

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-170-2026	Final Adoption:	June 16, 2026
Work Session:	June 1, 2026	Staff Work By:	Staff
First Reading:	June 2, 2026	Presentation By:	McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Ordinance

Executive Summary:
The City of Kingsport (the "City") operates a utility system which provides water, sewer, and stormwater services. In accordance with Tennessee law, utility rates and fees must be established by the governing body through formal action of the Board of Mayor and Alderman. The proposed rates are intended to ensure the continued financial stability of the utility systems, support ongoing operations and maintenance, meet debt service and capital improvement obligations, and provide for the long-term sustainability of utility services.

Attachments:
1. Ordinance

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING WATER, SEWER, AND STORMWATER RATES BEGINNING July 1, 2026

WHEREAS, the City of Kingsport (the "City") operates a utility system which provides water, sewer, and stormwater services to residents of the City and the service areas outside the corporate limits of the City; and

WHEREAS, Tennessee Code Annotated § 7-35-414(a), authorizes the governing body to set just and equitable water and sewer rates to fund all necessary expenses including operation, maintenance, debt service, and depreciation to be periodically adjusted by ordinance; and

WHEREAS, Tennessee Code Annotated § 68-221-1107, authorizes the governing body to set just and equitable stormwater fees to fund all necessary expenses including operation, maintenance, debt service, and depreciation to be periodically adjusted; and

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

SECTION I. The City adopts the following rates and fees effective for billing on or after July 1, 2026.

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

Size	Inside City	Outside City
5/8 inch	$ 11.83	$ 22.56
1 inch	$ 21.05	$ 40.15
1 ½ inch	$ 38.70	$ 73.82
2 inch	$ 67.18	$ 128.12
3 inch	$ 174.89	$ 333.56
4 inch	$ 371.41	$ 708.38
6 inch	$ 777.70	$ 1,483.27
8 inch	$ 1,074.76	$ 2,049.85
10 inch	$ 1,806.12	$ 3,444.74
12 inch	$ 3136.69	$ 5,982.49

2. Usage Rate Schedule (Rate Per Thousand Gallons)

Volume Used	Inside City	Outside City
0–70,000 gallons	$ 3.13	$ 5.96
Over 70,000 gallons	$ 2.78	$ 5.31

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.)

Size		
4 inch and below	$	30.00
6 inch	$	50.00
8 inch	$	50.00
10 inch	$	75.00
12 inch	$	100.00

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

Size		
5/8 inch	$	1,200.00
1 inch	$	1,300.00
1 ½ inch	$	2,200.00
2 inch	$	2,900.00
3 inch	$	5,000.00
4 inch	$	5,700.00
6 inch	$	8,200.00

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

E. Water Connection Service Fee and Deposits

1. New Account Set Up/Start Account $ 50.00
2. Deposit $ 125.00
   (The deposit is fully waived upon the verification of a valid Social Security Number or Employer Identification Number.)

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

G. Disconnection or Reconnection of Service

1. Reconnection / Non-Payment / Lockup / Meter Removal Fee
   (a) Kingsport Water Customers (Before 5 PM on Work Days) $ 50.00
   (b) Kingsport Water Customers (After 5 PM, Weekends, Holidays) $ 75.00
   (c) Bloomingdale Utility District (BUD) Water Customers ..... BUD Current Rate
2. Obstruction Removal Fee $ 100.00
3. Tampering Fee (meters or other utility property) $ 250.00

H. Service Call Charges

1. Raise/Lower Water Meter at Request of User $ 150.00
2. Leak Detection/Line Locating on Private Property (per hour) $ 75.00
3. Backflow Prevention Devices Testing Fee
   (a) Initial Test Free
   (b) Annual Test Free
   (c) Retesting Fee, Per Test (If Device Fails on Initial or Annual Test) $ 75.00
4. Service Fee
   (a) Initial Call Free
   (b) Recurring Service Calls, each $ 50.00

I. Fire Hydrants
   1. Fire Hydrant Installation or Relocation Fee $ 5,500.00
   2. Fire Hydrant Flow Test Fee $ 100.00

J. Water Line Extension
   1. Cost Estimate Fee $ 100.00
   2. Extension Cost will be estimated at contractor installation prices and will be limited to availability of lowest bid contractor.

Sewer Usage Rates and Fees

K. Sewer Usage Rates
   1. Base charge per month
      (a) Inside City $ 10.56
      (b) Outside City $ 15.88
   2. Class I Usage Rates (Rate Per Thousand Gallons)

Volume Used	Inside City	Outside City
All Usage	$ 11.60	$ 17.39

   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. Winter Sewer Average 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) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.
      (c) Once established, the final average will be used as the annual individual sewer average for the following year. A new average will be established during each winter period and the procedure will be repeated.
      (d) Six months of billing history will be needed to establish the winter sewer average for any new customer.

L. Tapping Fees (New Service, Tap Relocation, or Additional Tap)
   1. Residences, single-family, cluster homes, condominiums, townhouses, duplexes, row houses, etc. per living unit (existing structures & new construction)
      (a) First Unit $ 2,500.00
      (b) Additional Units on Same Tap $ 200.00

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

M. 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.

N. Wastewater Discharge Permit Fees
   1. Non-domestic permit application
      (a) Original Application $ 50.00
      (b) Renewal Application $ 25.00

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

      NOTE: Permits are issued for annual periods not to exceed a 5-year time limit. Fees are based on an annual rate.
   3. Permit Transfer Fee $ 100.00

O. Wastewater Appeals Board Fee $ 250.00

P. Water Utility Monitoring, Inspection, and Surveillance, and Construction Fees
   1. Private Lateral Backup Response $ 250.00
   2. Lateral Location Fee $ 150.00
   3. Dye/Smoke Test, Odor Investigation, Pretreatment Inspection $ 100.00
   4. Wastewater Sample Fees $ 50.00

      Includes 5-Day BOD, Total Coliform / E-Coli, Temperature Total Suspended Solids, Dissolved Oxygen, Ammonia, pH
   5. Manhole Adjustment Fee ..... at cost, based on estimate

Q. Waste Hauler Permit Fee (annual) $ 50.00

R. Clean Hauled Waste Disposal
   1. Domestic (per load up to 2,000 gallons) $ 100.00
   2. Non-domestic (per 1,000 gallons) $ 150.00

S. UST Discharge Permit Fee (per tank) $ 100.00

T. Groundwater Discharge Permit Fee (annual fee, per location) $ 250.00

Stormwater Rates and Fees

U. Stormwater Rates

Single Family Residential Property	% SFU	Monthly User Rate
Tier (based on impervious surface)		
1 – 0 to 1,912 sq ft	70	$ 2.80
2 – 1,913 to 6,269 sq ft	100	$ 4.00
3 – 6,270 sq ft and above	140	$ 5.60

Non Single Family Residential

Duplexes, Townhomes, Apartments, Condominiums, Mobile Homes, etc.

Per Each Dwelling Unit	60	$	2.40

Other Developed Property

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

Varies	$4.00 per SFU
Minimum Fee	$4.00

V. 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 $4.00 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.

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.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

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

Action Form No.: AF-175-2026
Work Session: June 1, 2026
First Reading: June 2, 2026

Final Adoption: June 16, 2026
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:
If approved, the General Fund is being amended by transferring $641,653 from 10-4804-481.70-35 transfers to General Project Special Revenue Fund to 110-4804-481.70-36 Transfers to General Project Fund and decreasing To General Projects Fund by $750,000, increasing General Fund balance by $750,000.

The General Projects Fund is being amended by transferring $1,182,793 from the GP2516 Border Regions St project, $96,244 from GP2103 Public Safety & Equipment project, $5,000 from GP2304 Litigation Contingency project, $2,480 from GP2207 PW Recycle Centers project to GP1516 Main Street Improvements project in the amount of $1,132,786, to GP2033 Street Resurfacing project in the amount of $2,480, and to GP1228 Border Regions St in the amount of $151,251.

The General Projects – Special Revenue Fund be amended by transferring $310 from NC2208 IT Cybersecurity, $19,693 from NC2212 Broadband study project, $1,675 from NC2309 Bullet Proof Vest project, $290,648 from NC2325 Misc Projects project, $5,000 from NC2417 Driver Safety Training project, and $344,566 from NC2420 TN Opioid Settlement project to NC2416 LNG Training project in the amount of $20,000, to NC2512 LSTA Tech Grant project in the amount of $239, to GP1228 Border Regions St project in the amount of $35,218, to GP1618 Ft. Robinson Bridge Replacement project in the amount of $17,312, and to GP9999 Future Projects project in the amount of $589,123, and by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest Project (NC2612) in the amount of $23,994 and requires a 50% local match of $23,994 which is provided for in the Police Department operating budget.

Attachments:
1. Budget Ordinance

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE
AMENDING THE 2025-2026 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance No. 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code* Annotated, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance No. 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues	**$ -**	**$ -**	**$ -**
Expenses			
110-4804-481.70-36 To General Project Fund	1,350,443	1,242,096	(108,347)
110-4804-481.70-35 To General Proj-Special Revenue	5,477,416	4,835,763	(641,653)
Total	**$ 6,827,859**	**$ 6,077,859**	**$ (750,000)**
Change in Fund Balance			$ 750,000

Special Projects Revenue Fund: 111 IT Cybersecurity (NC2208)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	1,084	774	(310)
Total	**$ 1,084**	**$ 774**	**$ (310)**
Expenses			
111-0000-601.20-57 Computer Repairs/Maintenance	209,000	208,690	(310)
Total	**$ 209,000**	**$ 208,690**	**$ (310)**
Change in Project Fund Balance			$ -

Special Projects Revenue Fund: 111 Broadband Study (NC2212)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	170,000	150,307	(19,693)
Total	**$ 170,000**	**$ 150,307**	**$ (19,693)**
Expenses			
111-0000-601.20-23 Arch/Eng/Landscaping Services	169,900	150,207	(19,693)
Total	**$ 169,900**	**$ 150,207**	**$ (19,693)**
Change in Project Fund Balance			$ -

Special Projects Revenue Fund: 111 Bullet Proof Vest (NC2309)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	7,035	5,360	(1,675)
Total	**$ 7,035**	**$ 5,360**	**$ (1,675)**
Expenses			
111-0000-601.30-20 Operating Supplies and Tools	14,070	12,395	(1,675)
Total	**$ 14,070**	**$ 12,395**	**$ (1,675)**
Change in Project Fund Balance			$ -

Special Projects Revenue Fund: 111 Misc Projects (NC2325)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	408,320	346,941	(290,648)
Total	**$ 408,320**	**$ 346,941**	**$ (290,648)**
Expenses			
111-0000-301.90-04 Capital Outlay/Equipment	408,320	408,320	(290,648)
Total	**$ 408,320**	**$ 408,320**	**$ (290,648)**
Change in Project Fund Balance			$ -

Special Projects Revenue Fund: 111 LNG Training Project (NC2416)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-364.20-00 Contributions	20,000	-	(20,000)
111-0000-391.01-00 From General Fund	2,000	22,000	20,000
Total	**$ 22,000**	**$ 22,000**	**$ -**
Change in Project Fund Balance			$ -

Special Projects Revenue Fund: 111 Driver Safety Training (NC2417)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	5,000	-	(5,000)
Total	**$ 5,000**	**$ -**	**$ (5,000)**
Expenses			
111-0000-601.20-45 Training	5,000	-	(5,000)
Total	**$ 5,000**	**$ -**	**$ (5,000)**
Change in Project Fund Balance			$ -

Special Projects Revenue Fund: 111 TN Opioid Settlement (NC2420)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	344,566	-	(344,566)
Total	**$ 344,566**	**$ -**	**$ (344,566)**
Expenses			
110-0000-601.90-03 Capital Outlay	344,566	-	(344,566)
Total	**$ 344,566**	**$ -**	**$ (344,566)**
Change in Project Fund Balance			$ -

Special Projects Revenue Fund: 111 LSTA Tech Grant (NC2512)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	-	239	239
Total	**$ -**	**$ 239**	**$ 239**
Expenses			
111-0000-601.30-20 Operating Supplies and Tools	10,262	10,501	239
Total	**$ 10,262**	**$ 10,501**	**$ 239**
Change in Project Fund Balance			$ -

Special Projects Revenue Fund: 111 Bullet Proof Best Project (NC2612)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	-	23,994	23,994
111-0000-331.38-00 U.S. Dept of Justice	-	23,994	23,994
Total	**$ -**	**$ 47,988**	**$ 47,988**
Expenses			
111-0000-601.30-20 Operating Supplies and Tools	-	47,988	47,988
Total	**$ -**	**$ 47,988**	**$ 47,988**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Border Regions Road Improvements (GP1228)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.10-15 Border Regions Allocation	1,545,258	1,731,727	186,469
Total	**$ 1,545,258**	**$ 1,731,727**	**$ 186,469**
Expenses			
311-0000-601.90-03 Improvements	-	186,469	186,469
Total	**$ -**	**$ 186,469**	**$ 186,469**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Main Street Improvements (GP1516)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-337.52-10 FHWA/TN FHWA 80%	16,189,238	15,056,452	(1,132,786)
311-0000-391.00-00 From General Fund	-	136,462	136,462
311-0000-332.10-15 Border Regions Allocation	-	996,324	996,324
Total	**$ 16,189,238**	**$ 16,189,238**	**$ -**
Change in Project Fund Balance			$ -

General Projects Fund: 311 FT Robinson Bridge Replacement (GP1618)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	17,000	34,312	17,312
Total	**$ 17,000**	**$ 34,312**	**$ 17,312**
Expenses			
311-0000-601.90-03 Improvements	26,146	43,458	17,312
Total	**$ 26,146**	**$ 43,458**	**$ 17,312**
Change in Project Fund Balance			$ -

General Projects Fund: 311 PW Recycle Centers (GP2207)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-368.10-69 GO Bonds Series 2021	276,150	273,670	(2,480)
Total	**$ 276,150**	**$ 273,670**	**$ (2,480)**
Expenses			
311-0000-601.90-03 Improvements	135,326	132,846	(2,480)
Total	**$ 135,326**	**$ 132,846**	**$ (2,480)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Street Resurfacing (GP2033)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-368.10-69 GO Bonds Series 2021	-	2,480	2,480
Total	**$ -**	**$ 2,480**	**$ 2,480**
Expenses			
311-0000-601.90-03 Improvements	2,388,000	2,390,480	2,480
Total	**$ 2,388,000**	**$ 2,390,480**	**$ 2,480**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Public Safety Software & Equipment (GP2103)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	1,284,417	1,188,173	(96,244)
Total	**$ 1,284,417**	**$ 1,188,173**	**$ (96,244)**
Expenses			
311-0000-601.90-04 Equipment	500,000	403,756	(96,244)
Total	**$ 500,000**	**$ 403,756**	**$ (96,244)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Litigation Contingency (GP2304)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	5,000	-	(5,000)
Total	**$ 5,000**	**$ -**	**$ (5,000)**
Expenses			
311-0000-601.20-20 Consultant	5,000	-	(5,000)
Total	**$ 5,000**	**$ -**	**$ (5,000)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Border Regions Street (GP2516)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.10-15 Border Regions Allocation	1,208,293	25,500	(1,182,793)
Total	**$ 1,208,293**	**$ 25,500**	**$ (1,182,793)**
Expenses			
311-0000-601.20-23 ARCH/ENG/Landscaping Service	30,000	25,500	(4,500)
311-0000-601.90-03 Improvements	1,178,293	-	(1,178,293)
Total	**$ 1,208,293**	**$ 25,500**	**$ (1,182,793)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 State Industrial Access (GP2601)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	762,691	12,691	(750,000)
Total	**$ 762,691**	**$ 12,691**	**$ (750,000)**
Expenses			
311-0000-601.90-03 Improvements	1,022,691	272,691	(750,000)
Total	**$ 1,022,691**	**$ 272,691**	**$ (750,000)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Future Project Funding (GP9999)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	-	589,123	589,123
Total	**$ -**	**$ 589,123**	**$ 589,123**
Expenses			
311-0000-601.90-03 Improvements	-	589,123	589,123
Total	**$ -**	**$ 589,123**	**$ 589,123**
Change in Project Fund Balance			$ -

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

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 046O, Group J, Parcels 17.00, 18.00 and 19.00, Located along E. Sevier Avenue from the R-1B, Residential District to R-3, Low Density Apartment District

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-171-2026
Work Session: June 1, 2026
First Reading: June 2, 2026

Final Adoption: June 16, 2026
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, this owner-initiated request would **rezone approximately .56 acres along E. Sevier Avenue** from the **R-1B, Residential District to the R-3, Low Density Apartment District.**

During their May 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 6-0.

The proposed rezoning to R-3 is appropriate and would allow compatible duplex development as a modest increase in residential density without adversely impacting nearby properties. The request is consistent with the Compact Neighborhood placetype, which supports a mix of housing options and more efficient residential land use.

Supporting documentation, including standards of review and potential uses within the R-3 zone, is provided in the supplementary information.

No opposition was received to this item.

The notice of public hearing was published on May 11, 2026.

Attachments:
1. Zoning Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EAST SEVIER AVENUE FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone a portion of property located along East Sevier Avenue from the R-1B, Residential District to R-3, Low Density Apartment District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

PARCEL 17.00:

BEGINNING AT A POINT ON THE SOUTHWEST SIDE OF EAST SEVIER AVENUE, 250 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE SOUTHWESTERLY SIDE OF EAST SEVIER AVENUE WITH THE SOUTHEASTERLY SIDE OF OAK STREET, AND RUNNING IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY SIDE OF EAST SEVIER AVENUE, 50 FEET TO THE DIVISIONAL LINE BETWEEN LOTS 32 AND 33. THENCE ALONG SAID DIVISIONAL LINE, IN A SOUTHWESTERLY SIDE OF A 15 FOOT ALLEY. THENCE ALONG THE NORTHEASTERLY SIDE OF SAID ALLEY, IN A NORTHWESTERLY DIRECTION 50 FEET TO THE DIVISIONAL LINE BETWEEN LOTS 33 AND 34. THENCE ALONG SAID DIVISIONAL LINE IN A NORTHEASTERLY DIRECTION 150 FEET TO THE BEGINNING, CONTAINING 0.172 OF AN ACRE, MORE OR LESS, AND BEING LOT 33 IN BLOCK 73, AS SHOWN ON MAP OF RECORD IN THE REGISTER'S OFFICE FOR SULLIVAN COUNTY, TENNESSEE IN DEED BOOK 109, PAGE 430 AND BEING THE SAME PROPERTY CONVEYED TO THE PARTY OF THE FIRST PART BY DEED DATED MAY 29, 1992, OF RECORD IN SAID REGISTER'S OFFICE IN DEED BOOK 862C, PAGE 547, TO ALL OF WHICH REFERENCE IS HEREBY EXPRESSLY MADE.

PARCEL 18.00

BEGINNING AT A POINT ON THE SOUTHWEST SIDE OF EAST SEVIER AVENUE, 300 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE SOUTHWESTERLY SIDE OF EAST SEVIER AVENUE WITH THE SOUTHEASTERLY SIDE OF OAK STREET, AND RUNNING IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY SIDE OF EAST SEVIER AVENUE, 50 FEET TO THE DIVISIONAL LINE BETWEEN LOTS 31 AND 32. THENCE ALONG SAID DIVISIONAL LINE, IN A SOUTHWESTERLY SIDE OF A 15-FOOT ALLEY. THENCE ALONG

THE NORTHEASTERLY SIDE OF SAID ALLEY, IN A NORTHWESTERLY DIRECTION 50 FEET TO THE DIVISIONAL LINE BETWEEN LOTS 32 AND 33. THENCE ALONG SAID DIVISIONAL LINE IN A NORTHEASTERLY DIRECTIONS 150 FEET TO THE BEGINNING, CONTAINING 0.172 OF AN ACRE, MORE OR LESS, AND BEING LOT 32 IN BLOCK 73, AS SHOWN ON MAP OF RECORD IN THE REGISTER'S OFFICE FOR SULLIVAN COUNTY, TENNESSEE, IN DEED BOOK 109 AT PAGE 430; AND BEING THE SAME PROPERTY AS THAT CONVEYED TO IRENE LONG, DECEASED, BY DEED OF CORRECTION DATED MARCH 24, 1975 AND RECORDED IN THE REGISTER'S OFFICE FOR SULLIVAN COUNTY, TENNESSEE, IN DEED BOOK 49C, PAGE 17, TO ALL OF WHICH REFERENCE IS HEREBY MADE.

PARCEL 19.00

BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDE OF EAST SEVIER AVENUE 350 FEET SOUTHEASTERLY FROM THE INTERSECTION OF THE SOUTHWESTERLY SIDE OF EAST SEVIER AVENUE WITH THE SOUTHEASTERLY SIDE OF OAK STREET , CORNER FOR LOTS 31 AND 32; THENCE IN A SOUTHERLY DIRECTION ALONG THE SOUTH WESTERLY SIDE OF EAST SEVIER AVENUE 58.5 FEET TO THE NORTHWESTERLY SIDE OF A 20 FOOT ALLEY, SOUTH EASTERLY CORNER FOR LOT 31; THENCE ALONG THE NORTHWESTERLY SIDE OF SAID ALLEY IN A SOUTHWESTERLY DIRECTION, 150 FEET TO THE NORTHEASTERLY SIDE OF A 15 FOOT ALLEY, SOUTHWESTERLY CORNER FOR LOT 31; THENCE WITH THE NORTHEASTERLY SIDE OF SAID ALLEY IN A NORTHWESTERLY DIRECTION 58.5 FEET, CORNER FOR LOTS 31 AND 32; THENCE ALONG THE DIVISIONAL LINE OF LOTS 31 AND 32 IN A NORTHEASTERLY DIRECTION 150 FEET TO THE BEGINNING, CONTAINING 0.201 OF AN ACRE, MORE OR LESS, AND BEING LOT NO. 31 IN BLOCK NO. 73, AS SHOWN ON THE MAP MARKED “ADDITION NO. 2 TO KINGSPORT TOWNSITE PLAN, SHOWING LOTS LAID OUT IN BLOCKS 63, 69, 70, 71, 72, 73, 74 AND 75, DECEMBER 18,1915.” SAID MAP BEING OF RECORD IN SULLIVAN COUNTY DEED BOOK 109, AT PAGE 430.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS ($50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. 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.

PAUL W. MONTGOMERY
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 01.00, Located along Fort Henry Drive from the R-1B, Residential District to R-3, Low Density Apartment District

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-172-2026
Work Session: June 1, 2026
First Reading: June 2, 2026

Final Adoption: June 16, 2026
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, this owner-initiated request would **rezone approximately .31 acres along Fort Henry Drive** from the **R-1B, Residential District to the R-3, Low Density Apartment District.**

During their May 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 6-0.

The proposed rezoning to R-3 is appropriate and would allow compatible duplex development that serves as a moderate transition between surrounding residential and commercial uses without adversely impacting nearby properties. The request is consistent with the 2030 Future Land Use Map and the overall intent of the plan by supporting appropriate infill and lower-intensity development.

Supporting documentation, including standards of review and potential uses within the R-3 zone, is provided in the supplementary information.

No opposition was received to this item.

The notice of public hearing was published on May 11, 2026.

Attachments:
1. Zoning Ordinance

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORT HENRY DRIVE FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone a portion of property located along Fort Henry Drive from the R-1B, Residential District to R-3, Low Density Apartment District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

PARCEL 001.00:

BEGINNING AT A POINT ON THE WESTERLY SIDELINE OF FORT HENRY DRIVE, SAID POINT THE CORNER TO LOT 13, D. R. BIRDWELL FARM (PLAT BOOK 1, PAGE 78) AND AT A 30 FOOT UNIMPROVED RIGHT OF WAY. THENCE ALONG SAID SIDELINE WITH A CURVE TO THE RIGHT HAVING A RADIUS 1105.92 FEET, AN ARC LENGTH 95.25 FEET AND A CHORD SOUTH 00° 35' 37" WEST, A DISTANCE OF 95.22 FEET TO A POINT. THENCE LEAVING SAID SIDELINE AND RUNNING THROUGH LOTS 12 AND 13 NORTH 87° 43' WEST, A DISTANCE OF 211.88 FEET TO A POINT. THENCE SOUTH 07° 54' WEST, A DISTANCE OF 47.00 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 14. THENCE ALONG LOT 14 NORTH 77° 20' WEST, A DISTANCE OF 72.00 FEET TO A POINT, SAID POINT A CORNER TO LOT 14 AND IN THE EASTERLY SIDELINE OF BIRDWELL STREET. THENCE ALONG SAID SIDELINE NORTH 13° 09' 50" EAST, A DISTANCE OF 14.85 FEET TO A POINT, SAID POINT AT THE INTERSECTION WITH THE SOUTHEASTERLY SIDELINE OF A 30 FOOT UNIMPROVED RIGHT OF WAY. THENCE ALONG SAID SIDELINE NORTH 70° 11' EAST, A DISTANCE OF 304.02 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.317 ACRES, MORE OR LESS, AND IS KNOWN AS PART OF LOTS 12 AND 13, D. R. BIRDWELL FARM.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS ($50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. 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.

PAUL W. MONTGOMERY
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 02.00, Located along Fort Henry Drive from the R-1B, Residential District to B-3, Highway-Oriented Business District

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-173-2026
Work Session: June 1, 2026
First Reading: June 2, 2026

Final Adoption: June 16, 2026
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, this owner-initiated request would **rezone approximately .30 acres along Fort Henry Drive** from the **R-1B, Residential District to the B-3, Highway-Oriented Business District.**

During their May 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 5-0.

The proposed rezoning to B-3 is appropriate given the property's highway frontage, existing vacant commercial building, and surrounding commercial development. The request is consistent with the 2030 Future Land Use Map's Retail/Commercial designation and supports commercial use without adversely impacting nearby properties.

Supporting documentation, including standards of review and potential uses within the B-3 zone, is provided in the supplementary information.

No opposition was received to this item.

The notice of public hearing was published on May 11, 2026.

Attachments:
1. Zoning Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORT HENRY DRIVE FROM THE R-1B, RESIDENITAL DISTRICT TO B-3, HIGHWAY-ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone a portion of property located along Fort Henry Drive from the R-1B, Residential District to B-3, Highway-Oriented Business District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A POINT ON THE WESTERLY SIDELINE OF FORT HENRY DRIVE, SAID POINT THE CORNER TO LOT 13, D. R. BIRDWELL FARM (PLAT BOOK 1, PAGE 78) AND AT A 30 FOOT UNIMPROVED RIGHT OF WAY. THENCE ALONG SAID SIDELINE WITH A CURVE TO THE RIGHT HAVING A RADIUS 1105.92 FEET, AN ARC LENGTH 95.25 FEET AND A CHORD SOUTH 00° 35’ 37” WEST, A DISTANCE OF 95.22 FEET TO A POINT, SAID POINT KNOWN AS THE POINT OF BEGINNING. THENCE CONTINUING WITH A CURVE TO THE RIGHT HAVING A RADIUS 1105.92 FEET, AN ARC LENGTH 66.22 FEET AND A CHORD SOUTH 04° 46’ 35” WEST, A DISTANCE OF 66.21 FEET TO A POINT. THENCE LEAVING SAID SIDELINE AND RUNNING THROUGH LOT 11 NORTH 85° 27’ 49” WEST, A DISTANCE OF 137.36 FEET TO A POINT, SAID POINT A CORNER TO LOTS 10, 11, 13 AND 14. THENCE ALONG LOT 14 NORTH 77° 20’ WEST, A DISTANCE OF 77.62 FEET TO A POINT. THENCE WITH A LINE THROUGH LOT 13 NORTH 07° 54’ EAST, A DISTANCE OF 47.00 FEET TO A POINT. THENCE CONTINUING THROUGH LOT 13 AND LOT 12 SOUTH 87° 43’ EAST, A DISTANCE OF 211.88 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.294 ACRES AND IS PART OF LOTS 11, 12 AND 13, D. R. BIRDWELL FARM.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS ($50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. 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.

PAUL W. MONTGOMERY
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Integrity Building Group, LLC Related to the Fieldcrest Phase 3 Development

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-188-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Garret Burton
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will enter into a Materials Agreement with Integrity Building Group, LLC related to the Fieldcrest Phase 3 Development in the amount of $77,664.42.

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, Integrity Building Group, LLC has requested that the proposed Fieldcrest Phase 3, be allowed to participate in the Materials Agreement Program. The total amount of the agreement is proposed at $77,664.42 for a new development with Thirty-Six (36) lots.

To date, including this development, the program has supported 1936 new/proposed lots within the City of Kingsport.

Attachments:
1. Resolution
2. Agreement
3. Cost Table
4. Location Maps
5. Development Chart

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Phillips			
Mayes			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH INTEGRITY BUILDING GROUP, LLC RELATED TO THE FIELDCREST PHASE 3 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Integrity Building Group, LLC has requested to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for the Fieldcrest Phase 3 Development, a 36 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is $77,664.42;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with Integrity Building Group, LLC to provide certain water and sewer materials by the city for Fieldcrest Phase 3 Development, in the amount of $77,664.42, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement, said agreement being as follows:

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 4th day of June, 2026, by and between Integrity Building Group, LLC hereinafter “Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter “City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Fieldcrest Phase 3, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 936 LFT of Waterline and 1176 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately $77,664.42. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City’s specifications and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City “as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed
into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written

SECTION II. That the board finds that this materials agreement promotes the use of high-quality and uniform materials in the construction of certain water and sanitary sewer infrastructure in new residential development in the city, which infrastructure will be a part of the city owned water and sanitary sewer systems as publicly owned infrastructure, and this will reduce future maintenance costs for the city's water and sanitary sewer systems caused by the use of substandard materials, and that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 16th day of June, 2026.

_____

PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 4th day of June, 2026, by and between Integrity Building Group, LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Fieldcrest Phase 3, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 936 LFT of Waterline and 1176 LFT of Sanitary Sewer Line to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately $77,664.42. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.

Developer

Paul Montgomery, Mayor

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

Materials Agreement

Project: Fieldcrest Phase III
Date: June 3, 2026
Developer: Integrity Building Group, LLC

	Water line	Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41864	8" DI pipe	50.00	jts	$629.10	$31,455.00
41810	6" DI pipe	2.00	jts	$477.90	$955.80
42120	4' bury hydrant	2.00	ea	$2,785.00	$5,570.00
42325	MJ Gate valve 6"	2.00	ea	$862.00	$1,724.00
43031	8x8x6 Anchor Tee	2.00	ea	$298.28	$596.56
42845	MJ Anchor coupling 6 x 18	2.00	ea	$258.70	$517.40
41794	8" plug w/2" tap	1.00	ea	$84.09	$84.09
42335	8" gate valve	3.00	ea	$1,369.31	$4,107.93
42100	8x8x8 MJ TEE	1.00	ea	$309.49	$309.49
42525	8" 45 BEND	2.00	ea	$170.69	$341.38
Building code					
	Receipt To:				
Subtotal:	**451-0000-208-1250**				$45,661.65
Sales Tax:	**451-0000-207-0201**			9.50%	$4,337.86
Project #	**WA2652**			Water Total:	$49,999.51
	Expense To:				
Water acct. #	**451-0000-605-9003**				

Materials Agreement

	Sanitary sewer	Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
45003	PIPE PVC 8" X 14'	84.00	jt	$94.36	$7,926.24
45057	TEE WYE SDR-35 8" X 6"	36.00	each	$59.57	$2,144.52
45112	MANHOLE COVERS JBS 1268	7.00	each	$460.00	$3,220.00
	TOTAL COST ESTIMATE ON MANHOLES			$11,974.00	$11,974.00
Building code					
	Receipt To:				
Subtotal:	**452-0000-208-1250**				$25,264.76
Sales Tax:	**452-0000-207-0201**			9.50%	$2,400.15
Project #	**SW2652**			Sewer Total:	$27,664.91
	Expense To:				
Sewer acct #	**452-0000606-9003**				
				Grand Total:	$77,664.42


Project Location
Fieldcrest Rd
Bailey Rd
Shadowtown Rd
Catawba Ln
Lynn Rd
Henry Harr Rd
Rogers Oak Dail Private Dr
Shipley Ferry Rd
Pearl Ln
Browder Rd
Rocky Branch
Russell Creek
81
Item X1.
Project Location
Kingsport
E Stone Dr
Lee Hwy
23
11W
26
Fort Henry Dr
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Project Location Map
Fieldcrest Phase 3
City Of Kingsport

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 1	32	$ 42,867.62	2/19/2007	$ 39,474.82	Closed
2006-D8	Jeff McKee	Settler's Ridge Phase I	41	$ 45,344.29	3/20/2007	$ 41,214.30	Closed
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 2	15	$ 25,205.92	4/17/2007	$ 23,273.53	Closed
2006-D19	Butch Rose	Hillcrest Heights	6	$ 5,140.09	6/19/2007	$ 4,636.74	Closed
2006-D19	Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	$ 76,522.72	8/7/2007	$ 70,722.51	Closed
2006-D23	Jeff McKee	Settler's Ridge Phase II	7	$ 18,822.89	11/6/2007	$ 17,439.89	Closed
2008-D2	Butch Rose	Windridge Phase IV	40	$ 92,202.29	4/15/2008	$ 85,648.47	Closed
2007-D7	Jim Nottingham	Riverwatch	29	$ 47,605.13	4/15/2008	$ 44,680.99	Closed
2007-D26	George Hunt	Hunts Crossing Phase II	22	$ 18,375.20	4/15/2008	$ 16,883.63	Closed
2007-D16	Jerry Petzoldt	Old Island Phase II	59	$ 118,027.86	5/6/2008	$ 111,538.58	Closed
2007-D13	Rob McLean	Anchor Point	80	$ 72,552.51	7/15/2008	$ 66,603.46	Closed
2008-D1	Ken Bates	Chase Meadows Phase I (reim for 1)	15	$ 39,418.91	7/15/2008	$ 31,518.06	Closed
2007-D13	Rob McClean	Anchor Point – Topsail Court (incl in Anchor Point	0	$ 3,816.08	8/5/2008	$ -	Closed
2008-D17	Rob McClean	Stapleton Dr Phase I	7	$ 8,757.81	8/19/2008	$ 8,203.18	Closed
-	Ken Bates	Chase Meadows Phase II (amt not paid)	87		8/19/2008	$ -	Closed
2008-D21	Terry Orth	Autumn Woods Phase I	19	$ 30,628.25	10/7/2008	$ 28,588.47	Closed
2008-D10	Gary Alexander	Riverbend Phase I	15	$ 32,767.17	2/3/2009	$ 26,351.32	Closed
2009-D15	Terry Orth	Autumn Woods Phase II	51	$ 97,091.46	9/1/2009	$ 91,166.09	Closed
2010-D19	Edinburgh Group, LLC	Edinburgh Phase 2, Section 1A	6	$ 2,852.48	2/2/2010	$ 2,659.62	Closed
2009-D18	Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	$ 34,049.03	3/16/2010	$ 30,938.04	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2	6	$ 11,976.02	11/16/2010	$ 11,116.69	Closed
-	Gary Alexander	Riverbend - Epcon Phase II (tabled 1/10/11)	9		2/1/2011	$ -	Closed
-	Jane Karst	Jane Karst Subdivision	4	$ 4,100.78	9/20/2011	$ 3,799.14	Closed
2010-D21	M & M Builders	Brookton Park Subdivision	7	$ 2,145.88	9/20/2011	$ 1,959.94	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2B	11	$ 9,472.85	10/18/2011	$ 8,770.02	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2C	14	$ 20,128.29	4/3/2012	$ 18,549.10	Closed
2012-D9	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2E	8	$ 25,177.34	10/2/2012	$ 23,403.87	Closed
2012-D10	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2F	9	$ 19,382.60	5/7/2013	$ 17,792.14	Closed
2012-D12	Edinburgh Group, LLC	Edinburgh Phase 4	17	$ 65,033.97	7/24/2013	$ 60,735.18	Closed
2008-D32	Vic Davis	The Summitt at Preston Park Ph. 3	20	$ 79,327.82	12/3/2013	$ 70,967.77	Closed
2014-D15	Edinburgh Group, LLC	Edinburgh Phase V	12	$ 51,965.42	10/7/2014	$ 48,501.91	Closed
2014-D24	Edinburgh Group, LLC	Edinburgh Phase VII	20	$ 27,552.51	6/2/2015	$ 25,162.11	Closed
2016-D2	Edinburgh Group, LLC	Edinburgh Phase 9	6	$ 5,917.93	5/5/2016	$ 5,386.74	Closed
2016-D12	Edinburgh Group, LLC	Edinburgh South PH 2 (listed as PH1)	23	$ 36,694.42	11/15/2016	$ 33,722.81	Closed
2016-D7	Edinburgh Group, LLC	Edinburgh Phase 10	10	$ 38,265.22	3/1/2017	$ 34,953.21	Closed

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2018-D3	Edinburgh Group, LLC	Edinburgh Phase 11	14	$ 26,250.40	6/19/2018	$ 23,984.14	Closed
2019-D5	Edinburgh Group, LLC	Edinburgh Phase 12	13	$ 12,752.16	7/23/2019	$ 11,619.92	Closed
2019-D18	Edinburgh Group, LLC	Gibson Springs PH1 (Edinburgh South PH3)	19	$ 38,378.10	10/15/2019	$ 35,631.30	Closed
2020-D19	Integrity Group	Miller Parke Phase 1	54	$ 81,823.42	1/19/2020	$ 73,989.19	Closed
2018-D17	School House, LLC	Cherokee Bend Phase 2	13	$ 23,332.69	1/21/2020	$ 21,177.45	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 2	24	$ 28,924.56	5/5/2020	$ 26,415.12	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 3	18	$ 16,261.96	9/22/2020	$ 14,851.10	Closed
2020-D23	Landstar, LLC	West Gate Phase 1	28	$ 33,454.08	3/2/2021	$ 30,551.67	Closed
2021-D1	Landstar, LLC	West Gate Phase 2	26	$ 42,710.15	7/6/2021	$ 39,026.03	Closed
2018-D10	Vic Davis	Frylee Court	40	$ 39,320.60	8/10/2021	$ 35,286.65	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 1	22	$ 39,751.16	8/10/2021	$ 35,885.38	Closed
2021-D21	HVP, LLC	Caymus Yards	28	$ 15,844.63	8/22/2021	$ 14,362.93	Closed
2021-D15	Landstar, LLC	West Gate Phase 3	23	$ 49,433.21	9/17/2021	$ 45,709.99	Closed
2021-D5	Edinburgh Group, LLC	Evarts Valley (formerly Edinburgh Ph 6)	50	$ 88,826.99	11/2/2021	$ 78,968.39	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 2	21	$ 41,526.07	10/22/2021	$ 37,898.13	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 3	17	$ 37,073.45	10/22/2021	$ 33,742.02	Closed
2021-D22	Ken Bates	Magnolia Ridge Phase 1	41	$ 110,747.35	12/21/2021	$ 100,715.69	Closed
2021-D23	Integrity Building Group	Miller Parke Ph 2 (formerly Phase 3)	40	$ 58,858.82	1/18/2022	$ 52,384.53	Closed
2021-D25	Carla Karst	Cox Valley (Birdwell Place)	58	$ 153,830.48	4/19/2022	$ 139,078.33	Closed
2021-D32	TS Designs (Todd Stevens)	St. Andrews Garth Phase 2	25	$ 41,312.60	2/3/2023	$ 37,848.08	Closed
2021-D22	Magnolia Ridge Development, LLC	Magnolia Ridge Phase 2	51	$ 47,936.03	9/13/2023	$ 43,787.28	Closed
2023-D23	Landstar, LLC	Riverbend Townhomes	45	$ 48,558.97	3/4/2024	$ 44,402.14	Closed
2023-D28	JTB Construction	Lebanon Meadows	14	$ 45,899.72	3/25/2024	$ 41,854.88	Closed
2024-D4	Brickyard TN, LLC	Brickyard Village Phase 1	32	$ 118,338.91	9/5/2024	$ 108,330.93	Closed
2024-D16	Integrity Building Group, LLC	Fieldcrest Phase 1	70	$ 217,288.70	12/11/2024	$ 198,627.03	Closed
2025-D5	Landstar, LLC	Riverbend Townhomes (The Arbor) Ph. 2	47	$ 74,697.83	6/4/2025		Open
2025-D30	Integrity Building Group, LLC	Fieldcrest Phase 2	41	$ 127,541.14	9/2/2025		Open
2024-D23	Landstar, LLC	Airport Parkway Residential Subdivision	112	$ 371,076.39	11/6/2025		Open
2026-D3	Integrity Building Group, LLC	Bancroft Heights	63	$ 52,148.30	5/7/2026		Open
2026-D9	Integrity Building Group, LLC	Fieldcrest Phase 3	36	$ 77,664.42	6/4/2026		Open
		TOTAL	**1,936**	**$ 3,370,752.05**		**$ 2,432,490.63**	

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Award the Bid to Thomas Construction Company, Inc. for the Fordtown Road Bridge Remediation project, and Authorize the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-176-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes entering into a contract with Thomas Construction Company, Inc. in the amount of $807,549.00 for the Fordtown Road Bridge Remediation project.

Bids were opened on May 20, 2026, for the Fordtown Road Bridge Remediation project. This project consists of replacing sleeper slabs, expansion joints, reinforced fill, drainage systems, and repairs to south (uphill) abutment. The contractor has 150 calendar days to complete the work.

There was a mathematical error in the totaling of their line items so the base bid amount is higher than what is listed on the bid minutes. Since the unit prices are not changing and Thomas Construction Company is still the low bidder, Section 2-596 of the Kingsport Code of Ordinances allows the Purchasing Division to correct mathematical errors. Therefore, staff recommends awarding the contract to the apparent low bidder, Thomas Construction Company, Inc.

Base Bid:	$ 807,549.00
Contingency (6%):	$ 48,453.00
Construction Services & Inspection:	$ 125,000.00
Total Project Costs:	$ 981,002.00

The base engineering estimate for the referenced project is $960,000.00.

Funding identified in project account GP2608.

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

Attachments:
1. Resolution
2. Bid Opening Minutes

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE FORDTOWN ROAD BRIDGE REMEDIATION PROJECT TO THOMAS 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 May 20, 2026, for the Fordtown Road Bridge Remediation Project; and

WHEREAS, upon review of the bids, the board finds Thomas 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 replacing sleeper slabs, expansion joints, reinforced fill, drainage systems, and repairs to south (uphill) abutment from Thomas Construction Company, Inc., at an estimated construction cost of $807,549.00; and

WHEREAS, funding is identified in project numbers GP2608;

Now therefore,

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

SECTION I. That the bid for the Fordtown Road Bridge Remediation Project, consisting of replacing sleeper slabs, expansion joints, reinforced fill, drainage systems, and repairs to south (uphill) abutment at an estimated cost of $807,549.00 is awarded to Thomas 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 16th day of June, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES BID OPENING
May 20, 2026
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Michael Thompson, Public Works Director

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

The Procurement Manager opened with the following bids:

Fordtown Road Bridge Remediation	
Vendor:	Total Cost:
Granite Construction Company	$1,441,911.00
Southern Constructors, Inc.	$933,260.00
Summers Taylor, Inc.	$1,019,840.00
Glass Machinery & Excavation, Inc.	$1,077,994.30
Thomas Construction Company, Inc.	$744,449.00

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

AGENDA ACTION FORM

Consideration of a Resolution to Amend the Agreement with Mattern & Craig for the Fordtown Road Bridge Remediation Project, and Authorize the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-179-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the resolution amends the Mattern & Craig Agreement in the amount of $125,000 for construction services and inspection on the Fordtown Road Bridge Remediation project.

Mattern & Craig's original agreement was effective on April 28, 2025 at a cost of $94,800 and included the final design, bidding, and bid review/recommendation of the Fordtown Road Bridge Remediation project. This amendment will allow Mattern & Craig to continue assisting with this project through shop drawing review, inspection of construction activities, and ultimately final inspection/acceptance of the contractor's work.

Staff recommends approval of the amendment with Mattern & Craig bringing the total cost to $219,800.00.

Funding is identified in project account GP2608.

Attachments:
1. Resolution
2. Proposal

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT WITH MATTERN & CRAIG TO EXTEND THE SCOPE OF SERVICES FOR THE FORDTOWN ROAD BRIDGE REMEDIATION PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, the city entered into an agreement on April 28, 2025 with Mattern & Craig to provide engineering services for Phase 2 of the Fordtown Road Bridge Remediation Project, including the final design, bidding, and bid review/recommendation in the amount of $94,800.00; and

WHEREAS, as the Fordtown Road Bridge Remediation Project enters the Construction Phase (Phase 3), there is a need for continued consulting engineering services by Mattern & Craig, specifically construction administration services, construction support services, and construction engineering inspection; and

WHEREAS, at this time, staff recommends amending the agreement with Mattern & Craig to extend the scope of services to allow continued consulting engineering services, in the amount of $125,000; and

WHEREAS, funding is available in project GP2608.

Now therefore,

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

SECTION I. That an amendment to the agreement with Mattern & Craig to amend the scope of services for the Fordtown Road Bridge Remediation Project to provide continued consulting engineering services, in the amount of $125,000.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Mattern & Craig to amend the scope of services for the Fordtown Road Bridge Remediation Project agreement to provide continued consulting engineering services, in the amount of $125,000.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 16th day of June, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
James B. Voso
Chad M. Thomas
Jason A. Carder
Brian R. Newman
D. Jason Snapp
Ryan P. Kincer

Mattern & Craig
ENGINEERS • SURVEYORS

Edwin K. Mattern, Jr. (1949-1982)
J. Wayne Craig (1940-2024)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)
Randy L. Dodson (Retired)

May 21, 2026

Mr. Tim Elsea
Public Works Manager
City of Kingsport, TN
609 W. Industry Drive
Kingsport, TN 37660

RE: Fordtown Road Bridge Approach Settlement Remediation Construction Phase Services (Phase 3)

Dear Tim:

Mattern & Craig is pleased to provide the following proposal to provide consulting engineering services for the Construction Phase (Phase 3) of the Fordtown Road Bridge Approach Settlement Remediation project.

The final design for this project was completed by Mattern & Craig in early 2026. The project was advertised for construction by the City of Kingsport on April 22, 2026. Mattern & Craig is currently providing the remainder of the services included in Phase 2 as part of the Bidding/Negotiation Phase. The contract for these services will expire upon Notice of Award to the selected Contractor.

Based on the information provided and discussions with the City, Mattern & Craig proposes to provide engineering services to assist the City curing the Construction Phase of the bridge remediation project. The services included in this phase to be provided by Mattern & Craig are described herein.

It should be noted that this proposal only includes the services associated with the Construction Phase (Phase 3) of the project, beginning at the Notice of Award for the Contractor and terminating at the Final Inspection for the project. For the purposes of this proposal, the construction period is defined as 150 calendar days that will begin at the Notice to Proceed for the Contractor to begin construction. The specific services to be provided for Phase 3 include the following:

CONSTRUCTION PHASE (PHASE 3) SCOPE OF SERVICES
CONSTRUCTION ADMINISTRATION SERVICES

Construction Administration services shall begin at the Notice of Award for the Contractor and shall terminate at the Final Inspection for the project.

Pre-Construction Conference

1. Attend a virtual Pre-Construction Conference with the City of Kingsport and the selected Contractor. Design Team members from the various disciplines will be in attendance to provide details of the work and/or respond to questions from the Contractor regarding the project.

2. Record and provide Pre-Construction Notes to attendees.

Shop Drawing Review

1. Review or approve or take other appropriate action, shop drawings, temporary works, samples and other data which the Contractor is required to submit for the project in accordance with the Contract documents.

2. Such reviews and approvals or other action will not extend to the means, methods, techniques, or procedures of construction or to the safety precautions and programs required of the Contractor.

3. Any submittals involving design by a third party (Contractor or Subcontractor) shall be signed and sealed by a Professional Engineer licensed in the State of Tennessee. Such submittals will only be reviewed for conformance to the contract documents. A detailed review of third party design calculations will not be performed.

4. Below is a list of anticipated shop drawings to be submitted by the Contractor for review on the project.

    - Concrete Mix Design(s)
    - Support of Excavation / Temporary Shoring
    - Slot Drains
    - Reinforcing Steel
    - Maintenance of Traffic
    - Asphalt Mix Design(s)
    - Pavement Materials
    - Backfill (Flowable Fill)
    - Sidewalk Sliding Plates / Miscellaneous Steel
    - Geotextile Fabric
    - Expansion Joint Materials

- Aggregates

Contractor Coordination

1. Provide consultation and advice to the City during the construction phase and respond to questions from the Contractor.

2. Issue necessary clarifications and interpretations of the contract documents as appropriate. Address Contractor's Requests for Information (RFIs). Provide support to the City for change order requests.

CONSTRUCTION SUPPORT SERVICES

Construction Support services shall begin at the Notice to Proceed for the Contactor to begin construction and shall terminate at the end of the end of the construction period.

Construction Observation / Site Visits

1. Perform site visits at intervals as requested by the City in coordination with the Contractor's schedule. Site visits will be made by experienced and qualified personnel of Mattern & Craig in order to observe the progress and quality of the various aspects of the Contractor's work. The services included in this proposal, for the purposes of this project, are based on providing eight (8) site visits over the 150-day construction period, inclusive of the final inspection. The total amount of site visits to be provided by Mattern & Craig personnel will not exceed eight (8) site visits without written authorization from the City. All site visits will be provided from our Kingsport office with the exception of the final inspection. Any construction observation services beyond the 150-day construction period shall be considered Additional Services

2. Mattern & Craig shall not, during site visits or as a result of such observations of the Contractor's work progress, supervise, direct or have control over the Contractor's work nor have the authority over or responsibility for the means, methods, techniques, or procedures of construction or the safety precautions or programs selected by the Contractor.

3. Defective Work – Mattern & Craig shall advise the City in writing to disapprove or reject the Contractor's work while it is in progress if Mattern & Craig believes that such work is defective or will not produce a complete project that conforms generally with the contract documents.

4. Limitations of Responsibility – Mattern & Craig shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any portion of the work. Mattern & Craig shall not be responsible for the Contractor's failure to perform or furnish the work in accordance with the contract documents.

CONSTRUCTION ENGINEERING INSPECTION

Onsite Inspection, Testing, and Coordination

Mattern & Craig proposes to provide Construction Engineering Inspection services related to the Fordtown Road Bridge Approach Settlement Project including:

- Attend the project Preconstruction Meeting
- Attend monthly Progress Meetings
- Conduct materials testing including field concrete tests, and compaction and asphalt testing as required.
- Ensure daily logs are kept up-to-date
- Ensure all Change Orders are submitted and approved by the CITY before moving forward with changes
- Prepare pay estimates, review with Contractor and recommend payments
- Provide project status reports to the CITY Project Manager as required
- Complete a final walk through on project for approval and acceptance by the CITY
- Perform any other CEI related services required to ensure the successful completion of the project

Mattern & Craig will provide limited onsite construction inspection services (estimated at 3 days per week) on an hourly rate and cost basis at the rates specified in the attached Standard Billing Rate Table.

EXCLUSIONS

Any item not specifically identified or expressed in writing in this proposal as being performed or provided by Mattern & Craig will not be performed. Items that are excluded from this scope of services include, but are not limited to, the following:

1. Coordination with TDOT
2. Geotechnical services required during construction
3. In-house fabrication shop inspection or approvals
4. Public meetings
5. Progress meetings with the Contractor

FEE SCHEDULE

BASIC SERVICES

Based on the information provided herein, Mattern & Craig proposes to provide the above Scope of Services for the Construction Phase of the project. The above Scope of Services will be provided based on our standard hourly billable rates as determined by our payroll costs plus expenses. A copy of our standard hourly billable rates is attached. Mattern & Craig estimates that the total fee for the project will not exceed One-Hundred and Twenty-Five Thousand Dollars ($125,000.00). Our fee will not exceed this

amount without prior written approval from the City of Kingsport. A breakdown of the fee for the Construction Phase is provided below:

CONSTRUCTION PHASE FEE ESTIMATE

Construction Administration Services	
Pre-Construction & Shop Drawing Review	$11,500.00
Contractor Coordination	$15,400.00
SUBTOTAL CONSTRUCTION ADMINISTRATION SERVICES	**$26,900.00**
Construction Support Services	
Construction Observation / Site Visits	$6,800.00
SUBTOTAL CONSTRUCTION SUPPORT SERVICES	**$6,800.00**
Construction Engineering Inspection	
Onsite Inspection, Testing, and Coordination	$91,300.00
SUBTOTAL CONSTRUCTION ENGINEERING INSPECTION	**$91,300.00**
TOTAL FEE	**$125,000.00**

Please note that above fees include costs of direct expenses and reimbursable items.

ADDITIONAL SERVICES

Mattern & Craig proposes to provide any additional services that you may require on this project based on our standard hourly billable rates as determined by our payroll costs plus expenses. Services of specialized sub-consultants, if required, will be provided based on the actual cost to Mattern & Craig times a 1.15 multiplier.

Thank you for this opportunity to provide our services. You can acknowledge your acceptance by signing below. We are looking forward to working with you and your staff on this project. Should you have any questions or need any additional information, please call.

Sincerely,

MATTERN & CRAIG

Chad M. Thomas, P.E.
Principal/Project Manager

CMT/pml
Enclosures: As noted

CITY OF KINGSPORT, TENNESSEE

Accepted by: _____

Date: _____

2025 Standard Billing Rate Table
Mattern & Craig
June 1, 2025

Employee Types	Employee Type (Category) Billing Rate ($/Hr.)	
Sr. Principal	$	270.00
Sr. Division Manager	$	245.00
Sr. Environmental Specialist	$	230.00
Principal	$	215.00
Sr. Engineering Specialist	$	210.00
Division Manager	$	200.00
Sr. Project Manager	$	200.00
Project Manager	$	160.00
Engineering Specialist	$	155.00
Lead Project Engineer	$	145.00
Sr. Construction Manager	$	130.00
Project Engineer	$	135.00
Environmental Scientist	$	130.00
Sr. Survey Manager	$	135.00
Construction Manager	$	125.00
Survey Manager	$	130.00
Survey Supervisor	$	125.00
Sr. Engineering Technician	$	115.00
Associate Engineer	$	115.00
Sr. Design Technician	$	110.00
Graduate Engineer	$	100.00
Sr. Resident Project Representative (Sr. RPR)	$	100.00
Design Technician	$	90.00
Survey Crew Chief	$	90.00
Sr. Administrative Assistant	$	90.00
Administrative Assistant	$	85.00
Resident Project Representative (RPR)	$	85.00
Survey Field Technician II	$	75.00
Survey CAD Technician	$	70.00
Assistant RPR	$	60.00
Survey Field Technician I	$	55.00
Intern	$	50.00

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Purchase Student Transportation Software and Related Hardware for Bus Routing from Tyler Technologies and Authorizing the Mayor to Sign All Necessary Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-186-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Staff
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution.

Executive Summary:
If the resolution is approved, the City would utilize Sourcewell contract #060624-TTI to purchase Student Transportation software and related hardware from Tyler Technologies, Inc. for a total first year cost not to exceed $103,655.00.

Tyler's Student Transportation software empowers transportation operations for districts with integrated, essential tools for bus routing, boundary planning, and mapping. The software is an integrated, trusted student transportation solution to ensure the safe transport of every student, peace of mind for parents, and efficiency for districts and contractors. Tyler Drive™ on-board tablets are fully integrated with Tyler's Student Transportation software that helps keep drivers and routers in sync. The tablet eliminates guesswork for drivers by providing turn-by-turn directions following the exact assigned route, identifies students assigned to each stop, and can even reroute as needed while following pre-determined safety protocols.

Kingsport City Schools benefits from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from both FY26 and FY27 School General Purpose Funds.

Attachments:
1. Resolution
2. Quote
3. Pre-Bill
4. Sourcewell Contract
5. Additional Information

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A QUOTE WITH TYLER TECHNOLOGIES FOR STUDENT TRANSPORTATION SOFTWARE AND RELATED HARDWARE FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, staff recommends the purchase of student transportation software and related hardware from Tyler Technologies, utilizing Sourcewell Contract #060624-TTI, for use by Kingsport City Schools; and

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

WHEREAS, the Student Transportation software and related hardware from Tyler Technologies is available pursuant to Sourcewell Contract #060624-TTI; and

WHEREAS, in order to purchase the software and related hardware, a quote with Tyler Technologies in the amount not to exceed $103,655.00 needs to be executed; and

WHEREAS, the Board of Education approved this action on June 9, 2026; and

WHEREAS, funding for this project will be from the School General Purpose Funds budget.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a quote with Tyler Technologies for Student Transportation software and related hardware for a total cost not to exceed $103,655.00, which will be funded by the School General Purpose Funds budget and the Mayor is authorized to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 16th day of June 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Quoted By: Josh Bradley
Quote Expiration: 7/21/26
Quote Name: Software and Hardware
Sourcewell ID: 60624

Sales Quotation For:
Kingsport School District
400 Clinchfield Street, Ste. 200
Kingsport TN 37660

Shipping Address:
Kingsport School District

Kingsport TN

Software as a Service (SaaS)

Description	QTY	List Price	First Year Cost
Student Transportation			
Student Transportation			
Student Transportation Vehicles up to 40	1	$ 4,679	$ 4,679
Advanced Routing: Vehicles up to 40	1	$ 3,871	$ 3,871
Advanced AVL: Vehicles up to 40	1	$ 2,126	$ 2,126
Advanced Activity Trips: Vehicles up to 40	1	$ 2,637	$ 2,637
My Ride K-12: Vehicles up to 40	1	$ 2,653	$ 2,653
Electronic Rollout Sheet: Vehicles up to 40	1	$ 2,158	$ 2,158
Reportwriter	1	$ 0	$ 0
Tyler Drive			
Version 5 Tablet on the Verizon (US) Network (4G)	28	$ 315	$ 8,820
Sub-Total			$ 26,944
Less Discount:			*$ 3,733*
TOTAL			**$ 23,211**
Term # of Years	1		

Subject to approval

Item X4.

Fixed Fee Services

Description	Units	Price	Maintenance
Student Transportation			
Student Transportation			
Implementation	45	$ 5,220	$ 0
Base Training	1	$ 1,856	$ 0
Advanced AVL Installation and Overview	1	$ 1,972	$ 0
Tyler Drive			
Data Analysis	10	$ 2,050	$ 0
Configuration Setup	1	$ 2,460	$ 0
Configuration Training	4	$ 820	$ 0
TOTAL		**$ 14,378**	**$ 0**

Hourly Services

Description	Hours	Total
Student Transportation		
Student Transportation		
Additional Student Transportation Training	26	$ 5,330
-Advanced Routing Training (5)		
-Advanced Activity Trips Training (5)		
-My Ride K-12 Training (5)		
-Electronic Rollout Sheet Training (5)		
Go Live Assistance Implementation	10	$ 2,050
-Core Go Live Assistance		
-Advanced Routing Go Live Assistance		

Subject to Approval

-Advanced AVL Go Live Assistance			
-Advanced Activity Trips Go Live Assistance			
-My Ride K-12 Go Live Assistance			
-Electronic Rollout Sheet Go Live Assistance			
Project Management - Hourly		15	$ 3,075
	Total	*51*	*$ 10,455*
Tyler Drive			
End User Training: Drivers up to 30		8	$ 1,640
Go Live Assistance		16	$ 3,280
Solutions Orientation - Tyler Drive Implementation		2	$ 410
	Total	*26*	*$ 5,330*
Telematic GPS			
Project Management - Hourly		17	$ 3,485
	Total	*17*	*$ 3,485*
	TOTAL	**94**	**$ 19,270**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Annual
Student Transportation				
Installation				
Telematic Professional Installation	1	$ 7,596	$ 7,596	$ 0
- Professional Installation - Tyler Drive, Vehicles up to (28)				
- Tyler Drive Self-Install Training (1)				
Accessories				
Shipping and Handling	1	$ 280	$ 280	$ 0
Tyler Drive				
Version 5 Tablet Kit on the Verizon (US) Network (4G), includes bumper and wall charger for tablet	28	$ 1,140	$ 31,920	$ 0

Subject to Approval

	TOTAL	**$ 39,796**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total SaaS	$ 0	$ 23,211
Total Tyler Annual Services	$ 0	$ 0
Total Tyler Services	$ 33,648	$ 0
Total Third-Party Hardware, Software, Services	$ 39,796	$ 0
Summary Total	**$ 73,444**	**$ 23,211**
Contract Total	**$ 96,655**	
Travel Not to Exceed	$ 7,000	

Currency displayed as US Dollar

Comment

Base County - Sullivan
Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs. Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments
Travel expenses on installations of 90 and fewer vehicles are not included and will be billed at actual costs. Travel expenses on installations of 91 and more vehicles, a single day of travel expenses will be billed at actual costs.

Subject to Approval

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available to you (the "Software Access Date").
- Fees for hardware are invoiced upon shipment.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the availability of the SaaS environment (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Unless otherwise indicated above, fees for annual services are first invoiced upon commencement of the service, with subsequent annual fees, at our then-current rates, invoiced upon each anniversary thereof.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment. For the avoidance of doubt, this paragraph does not apply to migrations for Tyler Student Transportation solutions.
- Client will receive a credit of maintenance and support fees paid for any Versatrans software that is being migrated to a comparable SaaS application, for the period beginning on the commencement of the applicable SaaS term through the end of the paid maintenance and support term for the Versatrans software.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.

Subject to Approval

- Expenses associated with onsite services are invoiced as incurred, subject to any travel max indicated in the investment summary.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

https://www.tylertech.com/terms/tyler-saas-services

Your use of a certain software, products, or services in connection with a Tyler student transportation transaction may be subject to additional terms found here:

https://www.tylertech.com/terms/transportation-solution-terms.

Transportation Solution Fees. Notwithstanding language to the contrary above, fees for Tyler student transportation solution items are invoiced in accordance with the following:

- Implementation and Other Professional Services (including training): Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
- Other Professional Services: Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are invoiced as delivered. For the avoidance of doubt, project management priced on a monthly basis is invoiced on a monthly basis, in arrears.
- Third Party Software Maintenance: First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software available to you ("Software Access Date") and cover the one (1) year period commencing on the first day of the month following the Software Access Date.
- Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling: Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation. If Tyler has quoted the installation, it is assumed that the installation will commence at one location unless additional installation locations are included. It is the clients responsibility to consolidate the vehicles for installation to the amount of quoted installation locations.
- Third Party Hardware Maintenance: The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Subject to Approval

Date 6/2/26

District Name Kingsport School District
Address 400 Clinchfield Street, Ste. 200
City, State ZIP Kingsport, TN, 37660

Re: Request to Pre-Bill

We received your request to pre-bill the following items:

Line Item **QUOTE # 2025-523998-G0L6F5**	**Associated Amount**
Student Transportation	$4,679
Advanced Routing	$ 3,871
Advanced AVL	$ 2,126
Advanced Activity Trips	$ 2,637
My Ride K-12	$ 2,653
Electronic Rollout Sheet	$ 2,158
Implementation	$ 5,220
Base Training	$ 1,856
Advanced AVL Installation and Overview	$ 1,972
Data Analysis	$ 2,050
Configuration Setup	$ 2,460
Configuration Training	$ 820
Additional Student Transportation Training	$ 5,330
Go Live Assistance Implementation	$ 2,050
Project Management - Hourly	$ 3,075
End User Training: Drivers up to 30	$ 1,640
Go Live Assistance	$ 3,280
Solutions Orientation - Tyler Drive Implementation	$ 410
Telematics Project Management	$ 3,485
Total Pre-Bill	**$51,772**

Effective on the date of your signature below, the pre-bill invoice for the above line items will be due and payable. Any unused pre-paid balance expires three (3) years after the date of your signature below. If any unused pre-paid balance expires, no refund or credit will be issued for any expired pre-billed amounts.

Please sign below indicating your agreement with these terms.

Best Regards,

Jason P Durham

Jason Durham
Chief Accounting Officer
Tyler Technologies, Inc.

Acknowledged and Agreed:
Kingsport City Schools

_____
Authorized Signature

Paul W. Montgomery, Mayor_____
Authorized Signatory Name and Title

_____
Date

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Please return the fully signed copy of this letter to Invoice.Request@tylertech.com .

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Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, Inc., 5101 Tennyson Pkwy., Plano, TX 75024 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, 4, and 5.

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

1. TERM OF CONTRACT

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

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

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

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2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTIES. During the term of a current Maintenance or SaaS Agreement, Supplier makes the following warranties:

a. Tyler Software Warranty – Supplier's software will substantially conform to the functional descriptions of the Supplier software contained in Supplier's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Supplier's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Supplier's then-current documentation.
b. Tyler Services Warranty – Supplier warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Supplier provides services that do not conform to this warranty, Supplier will re-perform the services at no additional cost
c. Third Party Warranties – Unless otherwise indicated, Supplier does not warrant the condition of any third-party products or services resold through Supplier's reseller agreement. Supplier will pass through any third-party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for third-party items Supplier resells.

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

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3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foregoing notwithstanding, Supplier may (i) require execution of a software and services agreement in a form substantially similar to the one included with Supplier's Proposal and/or (ii) require agreement to terms required by third-party product providers.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Supplier commits any material breach of this Contract or the additional terms agreed to between Supplier and a Participating Entity, subject to the terms of an executed software and services agreement between the Supplier and the Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. INDEMNITY AND HOLD HARMLESS

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

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responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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

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

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

3. *Use; Quality Control.*

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

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

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

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marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

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Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include

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liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per occurrence

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$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Copies of renewal certificates will be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract as close as practicable to the date the applicable policy or policies is/are renewed. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

D. WAIVER OF SUBROGATION. Except to the extent the damage or injury is caused by Sourcewell, Supplier waives subrogation rights against Sourcewell on claims under Supplier's commercial general liability, automobile liability, and workers' compensation and employee liability policies that arise out of or relate to this Contract and are between Supplier and Sourcewell. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

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Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/13/2024 | 4:32 PM CST

Tyler Technologies, Inc.

DocuSigned by:
By: Tina Mize
7A932F08A2384D5...
Tina Mize
Title: Group General Counsel
Date: 11/13/2024 | 4:27 PM CST

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name:	Tyler Technologies
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	1 Tyler Drive Yarmouth, Maine 04096
Contact:	Ehren Morse
Email:	ehren.morse@tylertech.com
Phone:	800-772-2260 4662
Fax:	207-712-6025
HST#:	75-2303920

Submission Details

Created On:	Thursday April 18, 2024 06:47:48
Submitted On:	Thursday June 13, 2024 09:02:59
Submitted By:	Ehren Morse
Email:	ehren.morse@tylertech.com
Transaction #:	d904b570-f6ec-473c-ba06-9a71327912da
Submitter's IP Address:	163.116.144.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Tyler Technologies, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tyler understands and agrees that it will be solely responsible for the equipment, products and services, including those of its subsidiary entities, provided under a resulting contract. Tyler has included equipment, products and services of the following subsidiary entities in this proposal: NIC Services, LLC, Rapid Financial Solutions, LLC, U.S. e-Direct, LLC and NICUSA, LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	GKHLE5VNFMZ3	*
5	Proposer Physical Address:	5101 Tennyson Pkwy, Plano TX 75024	*
6	Proposer website address (or addresses):	www.tylertech.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tina Mize, Group General Counsel, 7701 College Blvd., Overland Park, KS 66603, tina.mize@tylertech.com, 913-489-5239	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ehren Morse, Sales Operations Manager 1 Tyler Drive, Yarmouth Maine, ehren.morse@tylertech.com, 800-772-2260 ext. 4662	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gia Davis, VP Sales Enablement 1 Tyler Drive, Yarmouth Maine, gia.davis@tylertech.com, 800-772-2260	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Tyler Technologies has paved the way for digital transformation in the public sector with integrated software and technology services. Our end-to-end solutions empower government entities at the local, state, and federal levels to operate efficiently and transparently in their interactions with the public and in their collaboration with each other. By connecting data and processes across disparate systems, we transform how clients turn data into actionable insights and solutions for their communities. Our mission, vision, and values inherently support sustainable operations. Guided by our Connected Communities vision, we support thriving communities with our integrated product solutions to build a digital foundation that enhances data access, engagement, and transparency. Tyler aims to provide the technology needed for seamless information exchange among government entities, schools, and residents across geographic, agency, and departmental boundaries. Through streamlined processes and solutions, we are driven to help overcome data and resource sharing challenges in the public sector, contributing to improved connectivity, efficiency, and agility. At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. By seamlessly connecting data, people, and processes across departments and geographic boundaries, the public sector can tackle society's unprecedented challenges while increasing resident engagement with government. Only Tyler delivers the exclusive public sector focus, depth and breadth of solutions, industry experience, and intentional innovation that will drive the public sector forward. What are our values? Purpose - we are purpose driven. Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect - we respect our resources. Respect for the environment is more than a mindset; it requires real investment and focus. In 2023, we concentrated on strengthening our sustainability initiatives while ensuring operational excellence. Our successes are a testament to the dedication of Tyler team members, who embody our mission and bring our sustainability priorities to life. Community - we are committed to building community. A spirit of community is a common thread that runs through every interaction, inside and outside our organization. For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world. For our company, this means support for the wellness and fulfilment of our employees, as well as for a wide range of causes they care about. For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website. Integrity - we refuse to compromise on integrity. Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success - with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it daily through careful listening, thoughtful analysis, and responsible decision making. Company Background Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education and has been exclusively focused on the public sector since 1997. Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada. With a client retention rate of 98%, Tyler has more than 4,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Our Products With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Public Administration : Appraisal & Tax, Civic Services, ERP, Land & Official Records, Regulatory Outdoor Recreation, Courts & Public Safety : Corrections, Courts & Justice, Public Safety Health and Human Services : Environmental Health & Disability & Benefits K1-12 Education : School ERP, Student Information, Student Transportation Transformative Technology: Data & Insights, Civic Experience, Cybersecurity, Payments, Productivity Tools We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting. Public Sector Focus Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler-a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services. Our Experience Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed. *

11	What are your company's expectations in the event of an award?	Tyler is excited to continue our partnerahip with Sourcewell. Tyler is committed to growing contract usage over the contract term and working with Sourcewell on goal setting and approach. As Tyler continues to innovate and empower the public sector, Tyler has continued to increase usage of the contract with Sourcewell across its divisions as well as increase the offerings available to Sourcewell's members. As a leader in the industry, we understand the importance of maximizing the value of a streamlined procurement process. Tyler has built a strong partnership with Sourcewell and seeks to continue to maximize the value of this partnership in the future. Our collaborative marketing efforts have worked effectively to promote awareness of the contract. Our team of dedicated professionals is committed to delivering exceptional service and ensuring the success of our clients.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tyler consistently maintains a solid balance sheet, strong cash flow and low debt, experiencing consistent revenue growth. In 2023, Tyler achieved total revenues of $1.95 billion representing 7.4% year-over-year organic growth. Tyler is committed to continual research and development. These investments are spread widely across our solutions suites, enhancing our products and services that will match the changing demands of our clients, strengthen our market position, and support future growth. We recorded research and development expense of $109.6 million in 2023, $105.2 million in 2022, and $93.5 million in 2021. Though our increased R&D investment has created a short-term headwind to margin expansion, we believe the long-term results from new and enhanced products will strengthen our ability to compete and succeed. As we move into the future, we will continue to invest strategically as opportunities arise; however, we expect R&D investments to continue to grow over time, expanding in line with revenue growth. In June of 2023 Tyler introduced our Tyler 2030 vision, which supports Tyler's drive to be the most trusted and indispensable partner for the public sector in the digital government era. This vision becomes a reality when we continue to focus on what's most important. Tyler 2030 aligns our organization and drives focus areas including leveraging our large installed base, expanding into new markets, completing our cloud transition, and growing our payments business. We will achieve these goals while building a world-class corporate culture maintained by the best and brightest employees in the industry. Tyler's continued success validates our strategy of a singular focus on serving mission- critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed through a diverse range of products and services. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever. Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report This has also been supplied with our proposal..	*
13	What is your US market share for the solutions that you are proposing?	Tyler is a leading provider of software to local governments in a market with significant modernization potential, representing a total addressable market of $37-50 billion (if including the federal government).	*
14	What is your Canadian market share for the solutions that you are proposing?	Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. Multiple business units have existing clients in Canada and a strategic focus on increasing market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tyler has never petitioned for bankruptcy protection and as described above is very proud of it's financial strength with consisten long term revenue growth.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members is that Tyler not only develops and supports our software in house, but also has an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs. Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner - one company to work with and solutions that were designed to work seamlessly together.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The scope of services provided by Tyler does not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Tyler is not and has not been suspended or debarred from procurements in its various markets at any time over the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Tyler has earned a reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have earned us numerous accolades. Innovative and Strong • Newsweek's "America's Greatest Workplaces for Diversity" • Government Technology Magazine's "GovTech Top 100" • Dallas Business Journal's "North Texas Fastest-Growing Public Companies" • 2023 Esri Cornerstone Partner • Forbes' "America's Best Large Employers" • Forbes' "America's Best Employers for Diversity" • Forbes' "Best Employers for Women" • Forbes' "Best Midsize Employers" • Forbes' "Most Innovative Growth Companies" • Forbes' "America's Best Small Companies" • Fortune's "100 Fastest-Growing Companies" • Barron's 400 Index ranking, a measure of "Most Promising Companies in America" • Software Magazine's "Software 500" ranking of the world's largest software and service suppliers • Dow Jones Sustainability Index (DJSI) North America Employer of Choice • Mainebiz's "Best Places to Work in Maine" (15+ years) • The Dallas Morning News' "Top Workplaces D-FW" (10 years) • Dayton Daily News' "Top Workplaces in the Dayton Metro Area" • Lubbock Avalanche-Journal's "Best of Lubbock" • Detroit Free Press' "Top Workplaces" • Phoenix Business Journal's "Best Places to Work" • The Atlanta Journal-Constitution's "Top Workplaces" • The Washington Post's "Top Workplaces" • Albany Business Review's "Best Places to Work" • The Washington Post's "Top Workplaces" • The Denver Post's "Best Midsized Companies to Work for in Colorado" • Mississippi Business Journal's "Best Places to Work" • NJBIZ's "Best Places to Work in New Jersey" *
20	What percentage of your sales are to the governmental sector in the past three years	93-95% are focused on the governmental sector. *
21	What percentage of your sales are to the education sector in the past three years	5-7% are focused on the Education sector. *
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell is our primary contract vehicle Tyler-wide for local government and education. Tyler products are also sold through these cooperatives: TX DIR, NASA SEWP, NASPO,TIPS, CES, MESC, and 1GPA. *
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tyler's federal division leverages GSA IT-70 and our Data & Insights division leverages GSA schedule 70-GS 35F-0119Y. *

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Benton County, WA	Debbie Calhoun, Financial Services Manager	509-783-1310	*
City of EL Cajon, CA	Sara Diaz, Director of Information Technology	619-820-8345	*
City of Riverton, UT	Kevin Hicks, Administrative Services Director	801-718-0064	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Disclosed	Government	Texas - TX	Courts	259	63,572,233	*
Not Disclosed	Government	Illinois - IL	Courts	56	38,610,814	*
Not Disclosed	Government	North Carolina - NC	Courts & Public Safety	126	31,320,092	*
Not Disclosed	Government	Maryland - MD	Courts & Data & Insights	43	24,433,415	*
Not Disclosed	Government	Washington - WA	Courts & Data & Insights	76	20,249,916	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%. In Tyler's largest division the average tenure of our sales team is 13 years and on average across the organization sales resources have spent 9+ years working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, 45% of Tyler's employees have worked in the public sector. Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledge and focus on each product that is purchased by our customers. Tyler product divisions are divided into five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients. Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada. Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.
27	Dealer network or other distribution methods.	Tyler does not leverage a dealer network. We have proven success selling direct to our customers
28	Service force.	Tyler’s support & implementation service force make up more than 40% of Tyler’s employee base Tyler has decades of project management experience in implementing complex integrated systems. During this time, Tyler’s methodology has been built on best practices and its project management team has accumulated over 100 years of collective project management experience. Tyler’s project management methodology addresses nine management areas: Integration, Scope, Time, Cost, Quality, Human Resources, Communications, Risk, and Change. Successful planning, coordination, and execution of these areas is critical for successful implementations, and this is why they are defined in The Project Management Body of Knowledge (PMBOK) put forth by the Project Management Institute (PMI). Tyler project managers are very familiar with this standard methodology—many of our project managers are certified Project Management Professionals (PMPs). From system setup and configuration to data conversion and complete end-user training, our expert staff ensures your software is delivered and implemented on schedule and within budget. That's more than a goal for Tyler. It's an expectation. Our proven implementation process is based on three important areas: experience, people, and sound methodology. • Experience matters. With thousands of successful implementations for public sector clients of all sizes, we produce outcomes that exceed expectations. • People make the difference. Everyone who touches an implementation project is a Tyler professional who has deep knowledge of the product they are implementing. • Sound methodology. Our certified teams follow the principles of the Project Management Institute (PMI), a recognized leader in the science of project management. When it comes to learning new technology, one size does not fit all. That's why we customize our training services to meet your exact needs. Having the right training not only maximizes your staff's use of Tyler products, but competence also creates confidence. • Data Academy delivers on-site data analytics training and workshops. • Group Training brings clients together for seminars across the nation. • Onsite Training combines classroom-style and hands-on practice. • Online Tyler Community puts answers and insights at your fingertips. • Tyler Connect is our premier annual user training and networking event. • Tyler University provides formalized online training programs Ongoing Professional Product Support True long-term success means being able to leverage that technology investment over the long term. Our software support services are designed to answer questions, resolve issues, and ensure your Tyler products are running at peak performance. • Live U.S.-based telephone support through a toll-free hotline • Online Tyler Community, a user-driven software support community • Web chat and virtual support tools for quick, real-time virtual assistance
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will work closely with their appropriate sales representative to determine necessary products and services. Tyler’s sales representative will create a quote compliant with Tyler’s Sourcewell contract. All quotes are audited by sales managers and logged in Tyler’s CRM system

30	Describe your strategy related to implementation, integration, and use of implementation partners.	At Tyler, we believe your software should be delivered and successfully implemented on schedule and within budget, meeting clearly defined goals. That's more than an objective for us — it's an expectation. Our implementation process is based on three foundations: • Experience — we have completed more than -40,000 installations in more than 13,000 Client sites • In-house expertise — we don't outsource implementation tasks • Leadership — we adhere to Project Management Institute (PMI) methodology Tyler uses PMI's globally recognized scientific approach to project management to plan and manage all implementations. These principles are deployed by Tyler's greatest asset — our deeply experienced, in-house experts. Guided by these principles, we deliver a well-planned implementation that pairs an understanding of your organization's current needs and practices with Tyler's best business processes, role-based business intelligence, and unique user interfaces that increase efficiency and productivity. Leveraging your Tyler software to improve overall operations is an investment, but the ultimate return is tied directly to a successful implementation. Our ordered, closely monitored, and controlled implementation maximizes your return with a standardized process designed for success. Tyler's implementation process demonstrates our long-term commitment to you. We empower you with best practices that allow you to use your products successfully at the time of go-live, while positioning your organization to be prepared to consume the new technology developments that Tyler offers through its philosophy of perpetual releases and upgrades. With decades of experience and with thousands of successful implementations, Tyler ensures an outcome that exceeds expectations. From the first meeting to the final sign-off, Tyler is with you every step of the way. The key to any successful project is communication. With Tyler, each person in your implementation process plays a critical role, and we know getting people involved early, and keeping them engaged, produces greater overall success. That's why the implementation team, consisting of the client's executive sponsor, the client's project manager, and Tyler's project manager, work together to establish a plan to meet your specific needs, challenges, and schedule for the entire project. Tyler's project manager coordinates each implementation with the support and expertise of Tyler's implementation consultants. Clear roles and responsibilities are assigned to key staff on your project team and your assigned Tyler implementation consultants. This ensures the implementation is successful, and all users have the opportunity to sign off on the project's completion. These key project resources work together to help your implementation process progress as planned. We focus much of our attention on project planning because it is central to the success of implementation. In collaboration with your project manager, your Tyler project manager will customize a detailed project plan to meet your specific needs, challenges, and schedule. This ensures not only that the project is manageable to team members, but also that areas of critical importance are addressed as needed. * Your project management plan will include a project schedule and plans for scope management, quality management, resource management, risk management, and communication management. At Tyler, planning is much more than just creating a list of tasks to accomplish or a calendar of benchmarks to meet. Together, we'll determine the work that needs to be performed for each module, expectations for each project team member, acceptable and agreed-upon testing and quality assurance benchmarks, schedules for system go-live, and an organized flow for all questions, comments, and concerns. This plan is your guide — for the tasks to be completed, the checklists to follow, and the expectations of the people involved. Once approved, the detailed steps ensure we meet the goals and objectives of the project. Inherent in the plan are control points — critical stops — that verify commitment to and understanding of the project. The purpose of these control points is to make sure all needs have been met, each team member has accomplished assigned tasks, and the agreed-upon project plan followed. To ensure effective communication throughout the entire client organization, the Tyler implementation team hosts an official and informative stakeholder meeting. This meeting brings together all participants — from the core implementation team to all end users and the executive sponsor. Employees have a chance to learn about the implementation process, including why a new software system is being implemented. At this time, expectations are discussed. Using Tyler's change management process, each aspect of the project is addressed — facilitating a smooth and efficient process. Design for the Future: Assess and Define Once your project plan has been created, approved, and is ready for execution — what's next? While some implementation approaches may dictate that data conversion or user training comes next in the implementation process, Tyler's team of experts perform a current and future state analysis of your business environment before a single decision is made on how to configure your new solution. We start by performing a solution orientation of the software, allowing project team members to become familiar with key concepts and processes. This provides a preliminary knowledge transfer of the system. Next, Tyler's consultants take a detailed look at your current business processes and determine your challenges, goals, and objectives to establish an understanding of your available options. We collaborate on decisions that may result in business process changes to best meet your needs and optimize the use of your Tyler applications. This approach is a unique way of helping you update your policies and procedures while creating the overall system design — before moving forward in the implementation process. It ensures we meet your expectations and establish agreed-upon processes upfront. Once the system design is paired with the project plan, the rest of the process moves forward in a structured and efficient manner. Training and data conversion proceed because careful planning and testing reduces apprehension about go-live or post-live.

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner. Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support. Support Organization Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately. The support product manager is responsible for the day-to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training. Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner. Contacting Us to Make a Support Request The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues - the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference. A Focus on Client Success Our mission is to deliver superior service by providing a timely response, issue resolution, and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact. Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website. Case Priorities To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes. Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST). Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less. Critical Issues If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number. If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team. Following-up on Open Cases You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician. Escalating a Support Case If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up on your open issue and determine the necessary action.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%. Tyler Technologies' singular focus has been providing software and technology services to the public sector. We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow. We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients. We envision a dynamic future. Our visions of helping our clients create connected communities - where data, processes, and people work together to make communities safer, smarter, and more responsive - is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries. We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously. We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 44,000+ installations in 13,000 locations. We have public sector clients in all 50 states plus Canada, the Caribbean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justice, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation.

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tyler's Enterprise Permitting & Licensing, MyCivic, Data & Insights, School Transportation, Enterprise Justice, SceneDoc, and Enterprise Assessment & Tax products are all marketed in Canada with dedicated sales resources focusing on this market and continuing to build market share. Specific to Tyler's A&T division , Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler has implemented its iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing $1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler implemented the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public section. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tyler is intent on marketing its software & service solutions across all states in the US and across Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on marketing its solutions to these organizations across al of Sourcewell's applicable entity sectors.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency - through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following: • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision- making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including: • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences. With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power. Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Enterprise ERP Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the ERP Requisition application. When accessed, ERP users can shop the vendor's website, creating a virtual shopping cart of items. For example, a ERP user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a ERP requisition. Once the virtual shopping cart has been transferred to a ERP requisition, the regular ERP requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following ERP requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor. Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.

Table 8: Value-Added Attributes

Line Item	Question	Response *

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	Tyler offers a comprehensive array of training services and tools to promote optimized usage and best empower those who utilize Tyler software. Tyler uses PMI's globally recognized scientific approach to project manage implementations. Tyler provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) to be involved in the initial training and software configuration while limiting the amount of time that end users are involved in the project. The power users and functional leads are then involved in training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to: • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience. Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference and Tyler Search. More information on these resources is provided below. Tyler has a longstanding track record delivering virtual implementation services. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities. A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project. Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system. Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary. Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal. Tyler provides online and continuing education resources for our clients, including but not limited to the following resources. • Tyler Search - an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service • Tyler Knowledgebase- a documentation library in a single, easily accessible location • Tyler Community - Tyler's online forum available 24/7 • Tyler University- Tyler's e-learning solution to enhance support and training of your employees using your data • Tyler Release Management Console- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues • Online Help- context sensitive field help and procedural information to assist your team in completing program tasks • Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information. • MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal. • Online Support Portal- log or manage incidents and attach documentation and screenshots • GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop • Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed • State User Groups - forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products • Annual Conference - Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

42	Describe any technological advances that your proposed products or services offer.	Tyler uses industry leading development tools and principles for our solutions. This provides Tyler clients with a business application infrastructure that enables the rapid and cost-effective creation of highly responsive enterprise-class software that's continually enhanced over time. Tyler's commitment to keeping our solutions up to date with the latest technological advances and providing most of those advances as part of our standard support agreement allows our clients to extend the benefits of their investment over a much longer term than with most software. In fact, most Tyler clients are running a state-of-the-art, public-sector solutions that they purchased 10, 15, or 20+ years ago, which now include features and functions that weren't imaginable when they originally purchased the system. Our clients benefit from a solution that is technologically innovative, and we're committed to keeping it that way. We invest significantly in research and development, and have a team dedicated to ensuring our solutions meet or exceed public sector requirements. Consequently, clients receive a product that continually meets their changing needs. Our research team monitors emerging trends and technologies that may impact or benefit our clients. Tyler solutions work because of the unique combination of Tyler's public sector expertise and because our solutions give clients the flexibility to choose options that best match the skills of their staff today and tomorrow. Our reliable, pioneering, and easy-to-use public sector solutions keep Tyler clients at the forefront. Technology is evolving at a faster pace than ever before, providing opportunities to transform the way the public sector works — from online bill pay and electronic filing to end-to-end case management and data analytics. Transformative technologies modernize and digitize government operations to help you deliver better, faster service to citizens. Tyler's software solutions are enhanced by transformative technologies, the pieces of a digital infrastructure which seamlessly works in the background to level up your ability to connect with citizens, protect your systems, streamline data, and improve operations and workflows – all resulting in saving time and money. We help you break down silos to create improved, connected communities built on transparency, accessibility, and insight with these agency-agnostic technologies, some of which are available for purchase within bundles and/or as standalone solutions and some pre-built into our solutions: Data & Insights Our Data & Insights solutions transform the way local government handles operations, uses resources, and serves and informs constituents with the goal of surfacing meaningful, easy-to-understand data to inform government decisions and citizens. Cybersecurity Rest assured that your information is protected with 24/7 advanced network surveillance. The experience of a dedicated cybersecurity analyst is paired with the latest threat intelligence and data analytics for maximum security. Any incidents are identified within minutes and are immediately followed by remediation steps and support. Civic Experience A comprehensive, single, real-time engaging civic app — connecting citizens to all the services, resources, and information your organization offers — helps you control the content you'd like to share while your citizens control when and how they'd like to interact with their government. Productivity Tools Our customized, electronic document management tools move employees from manual tasks to paperless ones with built-in strategic priority workflows, resulting in real-time, dollar savings while strengthening your data's integrity and accessibility. Platform Technologies Purpose-built for public sector case management, our low-code application development platform is flexible enough to manage everything from background checks to benefits programs to professional licensing — with workflows configured to your exact needs. From status determination through full life-cycle administration, it empowers organizations to efficiently and cost effectively track, share, manage, and analyze data to streamline and improve operations. Payments Our end-to-end payments solutions are purpose-built for governments and their constituents. From point-of-sale cashiering, bill presentment, and payment processing to reporting, reconciliation, and payouts, they empower local, state, and federal agencies to simplify payment operations and improve the payer experience.

43	Please describe your software innovation maturity related to the following technology areas: o Machine learning o Natural language processing o Virtual assistants/chatbots o Predictive analytics o Big data analytics o AI/Generative AI	Now, more than ever, the public sector is under pressure to do more with less. Generative AI (GenAI) is stepping up as the practical tool to meet this challenge head-on, delivering real value in an increasingly demanding environment. At Tyler Technologies, we're combining recent advancements in GenAI with our unparalleled expertise to provide solid, practical solutions that deliver three major benefits: • Improved Productivity: AI simplifies repetitive tasks such as data entry, freeing up your team for work that only humans can do. • Smarter Decision Making: AI swiftly transforms raw data into actionable insights, aiding you in making informed, evidence-based decisions. • Better Service Delivery: AI enhances how residents interact with government services, making them more accessible and user-friendly. By prioritizing practical, solutions-oriented AI applications, we're helping public sector agencies to operate more efficiently, make smarter decisions, and provide services that better meet the needs of the communities they serve. A sample of these solutions include: • Tyler's Cyber Security solutions employ the latest advancements in Generative AI to identify abnormal and potentially malicious patterns. • Tyler's AP Automation uses AI and machine learning (ML) through the invoice capture process by extracting text and structuring data such as tables and forms from documents. • Priority Based Budgeting leverages ML and AI to provide key stakeholders with the data and insights needed to overcome capacity gaps and align budgeting. • ARInspect leverages ML to help improve the efficiency and accuracy of field inspections. • CSI Solutions leverage AI to automate data entry and redaction from court documents, saving courts hundreds of thousands of dollars per year, while also increasing the accuracy of the filings. • Tyler's Data and Insights solutions use machine learning to help leading cities forecast their sales tax receipts. • Tyler's Public Safety solutions uses AI to automatically redact sensitive information from reports before those reports are shared with the public. • Tyler's DSD division is partnering with states across our portfolio to roll out innovative chatbots designed to help connect residents with all the services offered by the state, regardless of where they start on the state website. That division is also leveraging AI to help improve decision making and streamline existing workflows. We're not only delivering this technology with our solutions. We're also using this technology to better serve our clients. A sample of those solutions include: • AI is used within Tyler Community to help Tyler's support team gather information and quickly respond to clients. • Tyler's ticket reporting and resolution platform employs AI to get cases to the right places more efficiently with less effort from Tyler's clients. • Tyler's implementation teams are leveraging AI to reduce the time it takes to migrate data from existing systems, leading to faster implementations. While we recognize the enormous potential for positive impact, we also understand the serious concerns and risks associated with AI. As a leader in developing and delivering practical AI solutions for the public sector, we are committed to taking an intentional and thoughtful approach to AI development and deployment, ensuring that our solutions are built on ethical principles aligned with our core values. This commitment helps to safeguard against common concerns such as data privacy, transparency, and bias, ensuring our technology upholds the public trust and contributes to the greater good. *

44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	With Tyler, information and data can be shared quickly and easily across local government agencies, departments, school districts, cities, and counties. When the flow of information becomes automated, paper usage is reduced, and operations are streamlined as data is shared in real time between offices. This means information can be shared in seconds, not minutes, which allows agencies like law enforcement to solve crimes faster and keep our communities safe. Family of Applications Tyler's best-of-breed applications have a common look, feel, and user experience. Designed to work together, as well an independently, with extended functionality that connects the applications together behind the scenes. A Common Foundation Tyler's applications work together across multiple jurisdictions sharing information and integrating workflow, tasks, and processes, opening the door for local governments and schools to connect to their communities like never before. Shared Data Tyler's cloud-based approach strengthens each agency's ability to communicate, collaborate, and make data- driven decisions quickly by sharing information across multiple departments and jurisdictions. Real-time information is at your fingertips, available when you need it. Connected Applications and Tailored Portals The public accesses data from tailored portals that pull information from multiple agencies allowing easy access to information and providing an easy way for residents to engage with state agencies, local government, and schools. Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors. File-based integration Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing. Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time. Productivity Software Support Application data can be downloaded to a variety of formats including PDF, XLS, DOC, XML, and CSV. Any productivity suite capable of opening these file types can be used, such as Microsoft Office and Google Workspace. Data can also be uploaded to the system in these formats through the integrated import applications. Most output include hyperlinks to the corresponding application record for easy access. Most output can also be automatically archived to Content Manager for quick retrieval at any time. Some applications also include mail merge support, allowing users to easily create and maintain form templates for completely customized presentation of application data. Any SMTP/IMAP server can be used to send email notifications, such as Microsoft Exchange and Gmail. 'Plug-and-Play' Application Support Plug-and-play application support provides out-of-the-box integrations for a variety of third-party applications through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure. API Catalog API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications. API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Enterprise ERP General Ledger, Accounts Receivable, or Enterprise Asset Management. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems. The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data. The API Developer Portal features include: • Simplified, structured API documentation • Industry standard OpenAPI 3.0 interface • Authentication using OAuth 2.0 standard, offering multiple login flows to suit different app implementation scenarios. • Data models and examples for each resource • Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data • Real-time validation • Standard HTTP status codes • Documentation to aid in identifying and understanding normal resources used to complete a given integration.
45	Describe your migration, customization, configuration, and upgrade processes.	Tyler applications are developed as commercial off-the-shelf (COTS) solutions and include various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Tyler maintains and supports all software source modifications with a proven release life cycle. Tyler applications are fully integrated out-of-the-box solution that offers various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize the Tyler applications system to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases. Tyler maintains and supports all software source modifications to the system with a proven release life cycle. Installation & Upgrades Processes Tyler's industry leading technologies and features are continually enhanced through perpetual upgrades as part of our Evergreen Philosophy. Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy. Application release upgrades are installed by Tyler's Systems Management support services at the request of the client. Most Tyler applications also include incremental software corrections between release upgrades. These updates are automatically deployed to non-production environments before automatically deployed to production. Release upgrades and update packages are cumulative, allowing to upgrade directly to latest release regardless of the version upgraded from. Applications upgrades are performed during off hours but are typically unavailable to end-users during upgrade process. This duration varies on several factors including update type, number of updates, and application database size. Tyler provides a dedicated Test environment for most application deployments. This environment is solely intended to install new updates for clients to familiarize themselves with new features and enhancements prior to installing to the Production environment.

46	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Tyler is committed to conserving natural resources through implementing environmental initiatives and facilitating sustainable behavior. Our operational focus areas include energy efficiency, renewable energy procurement, water conservation, and waste minimization. We work to continually improve our awareness of our impacts, even as we grow. Our Environmental Task Force, comprised of multiple facility managers representing our divisional headquarters, organizes its work across three foundational pillars addressing our operational focus areas: • Energy-Optimized Operations - Ensuring energy efficient buildings and business operations through lighting, HVAC, insulation, power management, and renewable energy initiatives • Resource Efficiency - Saving and recycling resources including water, single-use waste, paper, and sustainable procurement initiatives • Green Planet Initiatives - Promoting environmental awareness through training, signage, office green team engagement, behavioral challenge programs, and biodiversity-related initiatives. Each year, Tyler Technologies measures our GHG emissions and energy consumption. We actively seek ways to reduce our carbon footprint, improve energy efficiency, and transition toward renewable energy resources where available. Tyler’s greenhouse gas inventory is conducted in accordance with the World Resources Institute’s (WRI) and World Business Council for Sustainable Development’s (WBCSD’s) GHG Protocol, including the GHG Protocol Corporate Accounting and Reporting Standard (Revised Edition), the Scope 2 Guidance and the Corporate Value Chain (Scope 3) Accounting and Reporting Standard. Tyler Technologies is also invested in the management and reporting of e-waste, which is material to our industry and impacts the environment and our operations. The scope of the 2023 e-waste metrics has been expanded to account for an acquisition that was completed in 2021, leading to significant changes to e-waste numbers compared to previous years. Tyler partners with Iron Mountain and other vendors to responsibly recycle e-waste and effectively divert it from landfills. In 2023, Tyler added 31 offices to the Iron Mountain program to consolidate waste management and reporting, including tracking over 62% of e-waste generated from our operations. Iron Mountain employs the U.S. Environmental Protection Agency’s (EPA’s) Waste Reduction Model (WARM) to estimate associated energy savings and carbon emissions avoidance. In 2023, this program enabled Tyler to recycle 66% of our equipment and remarket the remaining 34%. Mixed electronics, desktop computers, and portable electronic devices were our largest contributors by weight. Through the program, we avoided over 26 metric tons of GHG emissions in 2023, equivalent to preventing over 2,900 gallons of gasoline from being burned. In particular, our Yarmouth and Falmouth, Maine, offices recycled a total of 10,548 pounds of e-waste, saving more than 22,000 kilowatt-hours of electricity. Tyler is committed to conserving natural resources and addressing environmental concerns. Through education and best practices, Tyler works to promote environmental sustainability through green planet initiatives, energy- optimized operations, and resource efficiency. Green Planet Initiatives • Tyler’s Environmental Task Force and office Green Teams educate, empower, and promote environmental sustainability. • Onsite electric charging stations and shuttle services between offices reduce Scope 3 GHG emissions. • Remote software implementation provides paperless solutions for clients, reduces carbon footprint by 22,000 metric tons of carbon, and eliminates unnecessary business travel. • Annual greenhouse inventories assess Scope 1 and 2 (direct) GHG emissions and analyze Scope 3 (indirect) emissions. Energy-Optimized Operations • Energy consumption per employee is reduced by replacing incandescent lights with LED lights, adding window film to reduce heat gain, and installing light motion sensors. • Five out of seven of Tyler’s main facilities are on renewable energy plans and enable local providers to procure renewable energy credits. • Commercial solar power generation and storage project at Tyler’s Plano office generates cleaner energy and more than 450,000 kWH of energy per year. Resource Efficiency • Rainwater harvesting, rain sensors, and high efficiency plumbing reduces water consumption. • Eliminating non-recyclable products and implementing recycling programs reduces office waste. • Purchase decisions evaluate and incorporate Energy Star rating and conversation value guidance.	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We’re committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler’s technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler’s technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler’s Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.	*
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We’re committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler’s technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler’s technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler’s Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.	*
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tyler partners with businesses in this category to supplement offerings and services targeted at the public sector. Tyler would not be applicable for these certifications.	*

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler - It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles - meaning our products are designed and supported by the people who know what the public sector needs. Solution areas: Public Administration: - Appraisal & Tax - Civic Services - ERP - Land & Official Records - Regulatory - Outdoor Recreation Courts & Public Safety - Corrections - Courts & Justice - Public Safety Health & Human Services - Environmental Health - Disability & Benefits K-12 Education - School ERP - Student Information - Student Transportation Transformative Technologies - Data & Insights - Civic Experience - Cybersecurity - Payments - Platform Technologies - Productivity Tools When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees. Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations. Our evergreen philosophy is a commitment to our clients. • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. • One of our core values is community, that's why we've created many spaces, digitally and in- person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives. Each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients. Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs. Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.

51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	Tyler Technologies provides various software solutions tailored for the public sector, which can significantly enhance citizen engagement and feedback in governmental processes. Here's how some of their products facilitate this: Online Portals: Tyler's software often provides robust online portals where citizens can access information, submit requests, and provide feedback on various government services, view bills and make payments. These portals streamline communication between citizens and government agencies, making it easier for citizens to engage with their local government. Online Payment Systems: Tyler provides online payment solutions that allow citizens to conveniently pay bills, fees, and taxes online, increasing engagement and participation in government services. Mobile Applications: Many of Tyler's solutions offer mobile applications, allowing citizens to engage with government services on-the-go. These apps often include features like reporting issues (e.g., potholes, graffiti) directly from a smartphone, providing feedback on public projects, or accessing important information about local events and services. Data & Insights: This data-driven digital transformation accelerates innovation, data sharing, and transparency. It helps in engaging citizens with interactive visualizations, dashboards and reports. Enterprise Permitting & Licensing: This platform allows citizens to apply for permits, plan reviews, licenses, and more, online at their convenience. MyCivic 311 Mobile App: This application provides citizens with a platform to report non-emergency issues, communicate directly with city and county staff, get updates on reported issues, and be informed of local government news and events. Municipal Justice: This software enables citizens to pay court obligations from anywhere, reducing foot traffic and wait times at the court. ERP Financials & Utility Billing: These applications allows citizens to easily pay utility bills online, improving customer service and efficiency. Online Dispute Resolution: An online dispute resolution tool that allows citizens to resolve disputes from anywhere at any time, without having to go to court. These are just few of the many tools and applications Tyler Technologies markets to increase and facilitate citizen engagement. Each application is designed to streamline processes, increase transparency, and make it easier for citizens to interact with their local government.
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Tyler is focused on digital transformation initiatives among its client base and well suited to help guide modernization strategies and the adoption of updated technology that will help our clients better serve the public. Tyler, the leader in public sector software, together with Amazon Web Services (AWS), the most flexible and secure cloud computing environment available today, sets the standard of public sector software in the cloud. Cloud technology solutions enable all levels of government to be more connected, secure, flexible, scalable, and efficient. Tyler supports our clients' cloud journeys. In the cloud, governments become equipped to deliver future technologies that will strengthen Tyler's Connected Communities vision. • Tyler's managed applications reduce the burden on client IT staff • Costs are predictable for the term of the subscription • Expenditures are lower overall compared to on-premises deployments • Increased remote access capabilities enable secure and flexible work arrangements from any internet connection, anywhere, anytime • Solutions run on AWS, built to guard against outages and incidents • Connectivity to applications is secured through market-leading authentication platforms • Client data is backed up and retained using federally compliant standards • Tyler's employees, skilled in the latest cloud technologies, provide 24/7 monitoring for infrastructure, performance, and security With Tyler's cloud solutions, our clients are able to accomplish greater goals with increased system availability, improved response times and data reliability without the maintenance. More than 11,500 Tyler clients leverage our cloud-based solutions and more than 6.4 million users rely on Tyler's e-service solutions to make payments, file court documents, submit permits, and interact with government. Tyler's collaboration with AWS helps to deliver better experiences for residents and further enables the public sector to use data as a strategic asset in the design, management, and delivery of programs. Adoption of key AWS services lays the groundwork for future cloud services in response to government and public sector needs. Tyler and AWS deliver efficient applications for governments and provide the benefits of the world's most broadly adopted public cloud to Tyler clients. Mobile Options: Tyler provides applications across multiple platforms, including mobile and touch screen tablets, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera; and integrated store-and-forward functionality allow the use of apps without a data connection, and automatically syncs when back online. Many of the back-office browser applications are also accessible from mobile devices, and some are even optimized for touch providing near identical functionality regardless of the platform or device used.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Do your warranties cover all products, parts, and labor?	Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities.
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software warranty requires clients have an active Maintenance or SaaS agreement.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tyler software warranty support is provided remotely If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms.
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With very few exceptions, we do not offer warranties for third party software, hardware, or services.
58	What are your proposed exchange and return programs and policies?	Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with appliable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler.
59	Describe any service contract options for the items included in your proposal.	Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can possibly be leveraged through those 3rd Party providers.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
60	Describe any performance standards or guarantees that apply to your services	At Tyler Technologies, our goal is to have enthusiastic customers for life. And we're constantly making investments in our technology, business operations and customer service to ensure that we're providing an outstanding customer experience that's second to none. Tyler offers a complete solution of customer support services provided by our in-house experts. To best assist clients, we triage and monitor support cases by priority. The case priority is based on the customer's needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and the customer. Tyler adheres to an established SLA and support call process with resolution targets aligned with incident priority. In terms of software performance and benchmark testing: Tyler has a dedicated Performance Testing department and lab. Automated testing is performed across three primary testing areas: performance, load, and stress testing. • Performance Testing validates speed, scalability, and/or stability of the system. This allows Tyler to determine current capacity of the software and ensure most performance issues are resolved prior to software releases and updates. Performance testing also aids in determining precise hardware requirements and configurations. • Load Testing validates the system's performance under normal or peak workload (e.g., number of transactions, concurrent user sessions). Testing modules are created to include common tasks that may be run daily by clients to simulate a typical workload. All workloads are run simultaneously to simulate client usage. • Stress Testing validates the system's performance/behavior when pushed beyond normal/peak workloads. In addition, hardware failures simulations are included in these tests to evaluate bottlenecks and identify potential causes of the failure. Tyler utilizes a variety of client footprints to represent various configurations that make up our client base. These configurations range from consolidated environments running 1-2 modules to distributed systems running the entire application suite. There are no performance limitations of Tyler solutions and reasonable response times should be expected. Due to variety of factors that can affect the response time of the system, response times or performance levels for all functions cannot be strictly guaranteed. Tyler development and cloud operation departments make consistent efforts to monitor and improve system responsiveness based on user feedback, and work to guarantee benchmark performance at optimal levels for a wide range of municipalities and usage patterns large and small. Tyler's experienced professional services team can provide tailored recommendations specific to client business processes to optimize performance and user experience. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for Tyler cloud solutions. If a client is unable to access Tyler applications for any reason, opening a support ticket is all that is required to report, and track downtime counted against Tyler's SLA. For more details, refer to the included sample Service Level Agreement.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Tyler's support services are documented in our current Support Call Process (Schedule 1 to Exhibit C of Tyler's LSA and SaaS agreements). Tyler's Service Level Agreement (Exhibit C to Tyler's SaaS agreement) outlines the information technology service levels that we provide to our clients to ensure the availability of the application services requested.

62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Tyler applications use a combination of database constraints and robust application-level business logic to ensure data integrity. Due to the integrated nature of Tyler applications, single “master records” are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to “sync” or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form. Finally, Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit. Tyler solutions run on AWS state of the art data centers using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. AWS builds to guard against outages and incidents, and accounts for them in the design of their services; so, when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible. AWS data centers operate in alignment with Tier III+ guidelines. More information regarding Uptime Institute guidelines employed can be found at: https://aws.amazon.com/compliance/uptimeinstitute/. As part of Tyler’s defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, and housed in separate facilities. They are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network. Backup of client production data occurs nightly and are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for data centers used for Tyler SaaS hosting. Tyler’s business continuity plan is tested annually, and backup restore tests are performed weekly. Further information regarding Tyler’s business continuity plan can be found in Tyler’s most recent Type 2 Service Organization Controls No. 2 (SOC 2) report. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. Applications and data run across multiple Availability Zones for redundancy and business continuity. US client data is stored/backed up in multiple AWS US Regions. Canadian client data is typically stored in an AWS Canada Region. Tyler’s robust data security and privacy protocols are utilized to maintain a safe and secure environment for Tyler’s SaaS Services. To that end, Tyler agrees to comply with all federal and state laws and regulations on security and privacy that are applicable to the services Tyler is required to provide pursuant to an agreement resulting from this procurement. Tyler has defined security control processes in place audited at least yearly in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“SSAE”) No. 18. In addition, Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent. More information on Tyler Industry & Regulatory Compliance, including how to obtain a copy of Tyler’s SOC Report, can be found at: https://www.tylertech.com/about-us/compliance. Tyler’s dedicated application security team is dedicated to continuously reviewing and enhancing the security posture of Tyler’s products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development lifecycle. In addition, Tyler’s application security team executes manual assessments on Tyler products using a testing methodology based upon the OWASP Testing Framework. Additional industry standard security measures include in-transit and at rest data encryption, role-based access control based on NIST standards, and industry standard organizational and physical security controls. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors. These controls have met the needs of more than 8800 public sector organizations and 5.1 million users using Tyler cloud solutions. Any system security requirements must be mutually agreed to by Tyler and the Client.	*
63	What are your policies and governance features regarding large language models and generative AI?	Tyler is committed to the responsible use of AI and delivering solutions built on ethical principles aligned with our core values: Open, inspectable, and transparent. 1. Accountability: We hold ourselves accountable for the ethical development, deployment, and usage of AI technologies, ensuring that all decisions and actions related to AI are transparent, traceable, and subject to review. 2. Integrity: We conduct all AI-related activities with integrity and honesty, and are transparent about how AI technologies are developed, deployed, and used, providing clear explanations of AI-driven decisions and ensuring that stakeholders have access to information about the ethical considerations and impacts of AI. 3. Focus: We maintain a focus on the ethical implications and societal impacts of AI technologies, prioritizing the well-being and interests of individuals and communities in all AIrelated decision-making processes. 4. Inclusion: We promote diversity and inclusion in the development and usage of AI technologies by prioritizing fairness and equity in the design and implementation of AI systems, taking measures to mitigate biases, and ensuring AI systems are designed to serve the needs of all individuals, regardless of their backgrounds, identities, or characteristics. 5. Community: We contribute to the broader community by fostering collaboration and knowledge sharing, and by respecting user privacy and protect personal data in all AI-related activities, adhering to strict data protection standards and regulations to safeguard the confidentiality and security of individuals' information. 6. Growth: We embrace opportunities for growth and learning in AI ethics and best practices, investing in the professional development of our employees and promoting continuous improvement in our approach to ethical AI usage.	*
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Tyler applications intended for external users to our clients such as applicants, employees, retirees, residents, and vendors are designed using standards to support ADA accessibility requirements. Front-end UX components adhere to Web Content Accessibility Guidelines (WCAG) 2 A-AA compliance. Quality Assurance teams leverage several tools to validate compliance during development and testing including screen readers. Tyler continues to monitor Section 508, ADA, & WCAG compliance as a focal point of development activities.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	45 days following invoice date. Tyler accepts payment through ACH/EFT as well as credit cards and checks.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Tyler expects to use the standard Tyler contract applicable to each individual procurement in substantially the same form as those submitted with our proposal as they contain language specific to the software industry, such as license grant and intellectual property infringement. Tyler has included our standard License and Services Agreement ("LSA"), SaaS Agreement, Payment Processing Agreements, Commercial Terms, Data & Insights Terms, Disbursements Agreement, Recreation Management SaaS Agreement, and Platform Solutions Division Terms for reference. Exhibit C of Tyler's LSA includes our standard Maintenance and Support Agreement. Exhibit C of Tyler's SaaS agreement includes our Service Level Agreement. Exhibit D of Tyler's standard LSA and SaaS agreements include the various End User License Agreements that are applicable for the use of certain Tyler Software.	*
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Tyler accepts Visa/Mastercard. Changes can be five thousand dollars or less.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tyler provides a broad range of best in class software solutions developed exclusively for the public sector. Additionally, Tyler offers comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies. The majority of Tyler's clients choose to host their solutions in the cloud. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcewell members will clearly show the MSRP and the applicable Sourcewell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the client's proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription. Tyler has provided detailed pricing schedules and the overall discount structure for the applications included in this response. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs. Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Data & Insights SaaS product offering fees will be discounted by 5% for the initial term. Cybersecurity services will also be discounted by 5%. Tyler's application platform solution This discount does not extend to transactional-priced applications, services pricing, (implementation-focused training, project management, product development services, service subscriptions), software maintenance, renewals, or hardware.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	Much of Tyler's pricing is based on a volume discount pricing construct. With an increase in the purchase amounts of licenses or users in our subscription-based pricing, the cost per license/user decreases. Clients may also choose to purchase a site license for many of our subscription arrangements which allows innumerable amounts of users access to Tyler's solution and is an appropriate and cost-savings approach for many of Tyler's clients.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to the products and services offered by Tyler.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Elements associated with the cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcewell. The tool appropriately generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliance. In CRM all quote components can be generated to pull all previous quarter activity to be reviewed and analyzed for compliance by sales, finance, and legal resources.	*
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tyler has been a longtime partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in Tyler's response, the mix of divisional usage has broadened substantially over the duration of Tyler's contract term and Tyler will continue to work to increase divisional usage. Tyler will montior revnenue growth, new client adoption, usage by rep, specific product procurement trends, and new territory expansion.	*
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on the contracted value of the first year of on- premise software licenses costs and software-related SaaS fees.	*

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

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	(•) Yes ( ) No	*
82	Category 2: Education and Public Sector Information and Work Management	(•) Yes ( ) No	*
83	Category 3: Asset and Risk Management	(•) Yes ( ) No	*
84	Category 4: Public Engagement and Specialized Services	(•) Yes ( ) No	*
85	Category 5: Integrated Enterprise Solutions	(•) Yes ( ) No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	(•) Yes ( ) No	Tyler offers comprehensive Human Resource software solutions which include but are not limited to:Tyler's Enterprise ERP, ERP Pro, School ERP Pro, Time & Attendance, Absence & Substitutes, and Workforce Case Management solutions	*
87	Financial Performance, Spend, or Expense Management Software	(•) Yes ( ) No	Tyler offers comprehensive Financial Software which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, ACFR Statement Builder, Priority-Based Budgeting, Data & Insights	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	(•) Yes ( ) No	Tyler offers comprehensive Accounts Payable, Accounts Receivable, Billing and Revenue Collection solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro & Payments, Cashiering, Disbursements, Revenue Mangement (Utilitiy Billing, RE/PP Tax, General, Permitting & Licensing, Courts & Public Safety collections.	*
89	Procure-to-Pay and Contract Management Systems	(•) Yes ( ) No	Tyler offers comprehensive Procurement solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, AP Automation, Req & PO solutions, integrated content management.	*

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	◉ Yes ○ No	Tyler offers a broad suite of solutions devloped for K-12 Education including by not limited to: School ERP Pro, Absence & Substitue, Student Tranportation, and SIS K-12 for Missouri.	*
91	Learning Management System (LMS)	◉ Yes ○ No	Tyler offers LMS features within its ERP solutions.	*
92	Work Management Software	◉ Yes ○ No	Tyler incorporates work management features into core applications, including but not limited to: Role tailored dashboards, workflow, robust reporting, scheduling.	*
93	Enterprise Content Management/Records Management	◉ Yes ○ No	Tyler offers robust records mangement and content management offerings.	*
94	Enrollment Management Systems	◉ Yes ○ No	Tyler offers comprehensive benefit enrollment management systems.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	◉ Yes ○ No	Tyler offers comprehensive CMMS solutions.	*
96	Facility Management Software	◉ Yes ○ No	Tyler offers Facility Management solutions.	*
97	Energy Management Software	◉ Yes ○ No	Tyler offers a comprehensive offerings for Utilities Billing & Asset Management.	*
98	Insurance and Risk Management	○ Yes ◉ No	.	*
99	Environmental, Health, and Safety (EHS) management	◉ Yes ○ No	Tyler offers broad and comprehensive Civic Services solutions which include but are not limited to: Environmental Health, Enterprise Permitting & Licensing software, Fire Prevention Software, Community Development, Business Management and Asset & Citizen Request software and services.	*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Justice Plus, Municipal Justice, Municipal Jury Manager, Online Dispute Resolution, Enterprise Justice, eFile & Serve, Guide & File, Civil Process, Enterprise Corrections, Electronic Warrants, Enterprise Jury Manager, Enterprise Supervision, Correction Solutions, Agency Intelligence. Enforcement Mobile, Public Safety Pro, Fire Prevention Mobile, Enterprise Public Safety	*
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Enterprise Permitting & Licensing, Enterprise Environmental Health, Enterprise Asset Management, Enterprise Service Requests, Enterprise Assessment & Tax, Assessment & Tax Pro, Assessment & Tax Plus, Property & Recording Insights, Appraisal Services, Enterprise Records Management,, Enterprise ERP, ERP Pro, School ERP Pro,	*
102	Parks and Recreation Software	◉ Yes ○ No	Tyler offers broad and comprehensive solutions focused on Outdoor Recreation and Parks & Recreation solutions	*
103	Citizen Relationship/Engagement Management	◉ Yes ○ No	Tyler offers comprehensive Citizen Relationship/Engagement Management solutions including but not limited to robust customer focused portals, Data & Insight solutions focused on transparency and resident engagement, Civic Portfolio offerings.	*

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	◉ Yes ○ No	Tyler offers a broad and comprehensive suite of solutions as part of Tyler's Civic Portfolio, ERP Portfolio, Property & Recording Portfolio, Courts & Public Safety Portfolio, K-12 Education, Outdoor Recreation, Regulatory and Tyler one Portfolio.	*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Tyler is offering broad and comprehensive innovative software, services and hardware that is necessary to operate Tyer's software solutions. Our software offerings are broken down into distinct solution groups. Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non- disruptive approach. Public Administration Civic Portfolio - Enterprise Permitting & Licensing Enterprise Service Requests Enterprise Asset Management Parks & Recreation ERP Portfolio Workforce Case Management Time & Attendance ERP Pro Enterprise ERP Assets Mobile & Inventory Mobile Enterprise Forms Priority Based Budgeting ACFR Statement Builder Property & Recording Portfolio CA Valuation Appraisal Services Assessment & Tax Plus Enterprise Records Management Enterprise Assessment & Tax Assessment & Tax Pro Regulatory Portfolio State Regulatory Platform Regulatory Licensing & Permitting Cannabis Licensing Firearms POC Background Check Enterprise State Regulatory Outdoor Recreation Portfolio Recreation Licensing Parks & Recreation Recreation Management Courts & Public Safety Justice Portfolio CSI Justice Plus Municipal Justice Municipal Jury Manager Online Dispute Resolution Enterprise Justice eFile & Serve Guide & File Civil Process Enterprise Corrections Electronic Warrants Enterprise Jury Manager Enterprise Supervision Correction Solutions Public Safety Portfolio Agency Intelligence Enforcement Mobile Public Safety Pro Fire Prevention Mobile Enterprise Public Safety K-12 Education	*

		Schools Portfolio School ERP Pro Absence & Substitute Student Transportation Telematic GPS Tyler Drive Onboard iPaaS Tyler One Portfolio Application Platform My Civic Engagement Builder Content Hosting Statewide Digital Solutions Open Data Platform Disbursements Data Collect Mobile Data & Insights Cashiering Cybersecurity Hub Identity Meeting Manager Notify Payments	
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	Tyler supplies hardware that supports operation of Tyler's software solutions.Hardware offerings include but are not limited to: POS cashiering hardware and components, Time Clocks, vehicle tablets, telematics devices, bar code printers, kiosk, mobile printers, mobile docking stations, asset label printers, scanners and related accessories.	*
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Tyler offers a broad array of services to support installation, deployment, implementation, project management, software support and maintenance, data conversion, customization, integration, hosting, managed, upgrade, Cybersecurity, and training services.	*

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Tyler Techologies Pricing - Sourcewell - 2024.zip - Thursday June 13, 2024 08:59:31
- Financial Strength and Stability - 2023_Tyler_Technologies_Annual_Report.pdf - Tuesday June 11, 2024 09:29:55
- Marketing Plan/Samples - Marketing Samples.pdf - Wednesday June 12, 2024 06:02:00
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Tyler Agreements.zip - Thursday June 13, 2024 08:22:19
- Requested Exceptions - RFP_060624_Software_Solutions_ Public_Sector_Ed_Admin_Contract_Template Tyler Redline Exceptions 053124.pdf - Wednesday June 12, 2024 06:03:03
- Upload Additional Document - Tyler Technologies _Sourcewell Pricing_Discount Summary_.pdf - Wednesday June 12, 2024 16:05:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tina Mize, Group General Counsel, Tyler Technologies

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

○ **Yes** ○ **No**

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

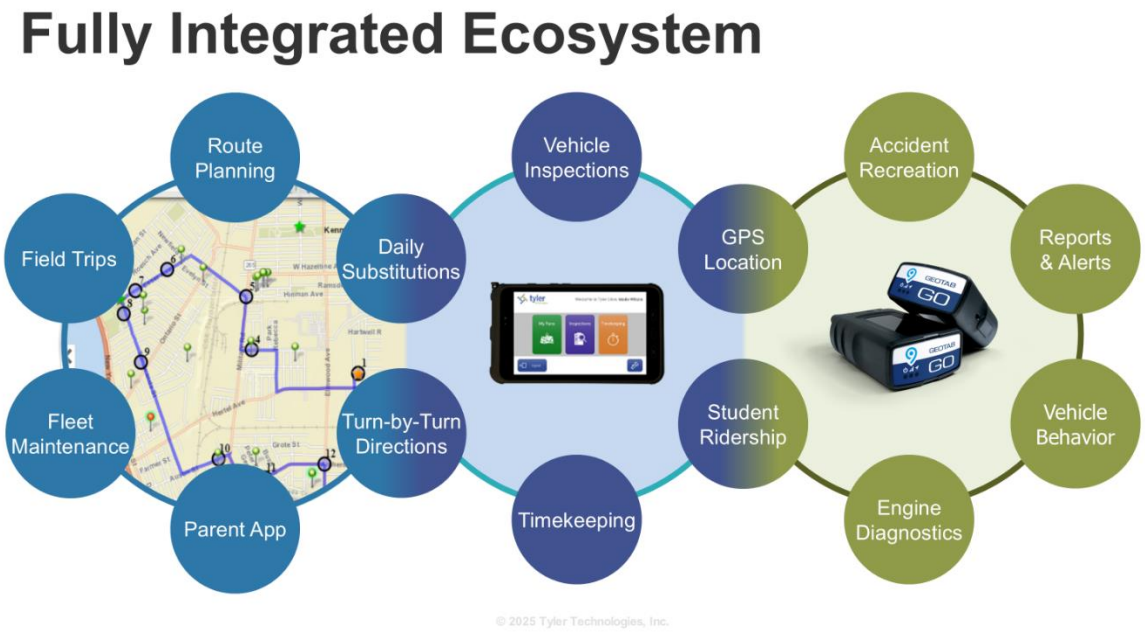
Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	☑	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	☑	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	☑	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	☑	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	☑	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	☑	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	☑	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	☑	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	☑	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	☑	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	☑	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	☑	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	☑	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	☑	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	☑	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	☑	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	☑	1

Dear Members of the Board,

The Tyler Technologies routing ecosystem will modernize your transportation department by improving operational efficiency, reducing costs, and strengthening the safety of every child traveling to and from school. The system introduces real-time tracking, automated oversight, and built-in failsafes that your current infrastructure does not provide.

Parents and community members will benefit from greater transparency and peace of mind, knowing their children's routes are monitored and verified. These improvements represent a meaningful step forward — not just for your operations, but for the trust families place in your district.



This transportation system will provide software for transportation route creation and efficiencies, including combining routes as needed, the ability to update routes immediately with road closures, traffic situations, etc., and manage school level field trips, including routing. The system will provide real-time tracking of buses via GPS for the school system and give parents the opportunity to know the anticipated time the bus will arrive at their stop. This quote also includes tablets for all regular education buses (28) that will provide turn-by-turn directions and stop notifications for drivers. Training and installation of hardware on buses is included within the quote.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with Blue Tank and Pump Rental for Sewer Pump and Storage Services to Serve the Fieldcrest Annexation Area

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-191-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Chad Austin
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: Efficient and Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the resolution ratifies the emergency procurement of contractual services with Blue Tank and Pump Rental to provide sewer pumping and storage services related to the Fieldcrest Annexation Area. This is a monthly rental agreement for $10,921.00, along with mobilization/demobilization services costing $7,400.32.

In accordance with City Code Section 2-605, authorization is provided for purchases necessary to address apparent or actual emergency situations affecting the immediate health, safety, and general welfare of the City.

Due to the timing of obtaining easements for the extension of sewer service to the Fieldcrest Annexation area, we have been unable to serve their property in time for the houses that are currently being built. We requested the City Manager to approve these emergency services in September 2025, prior to the beginning of construction for the extension. We now have the easements and the contractor is working on the extension. We expect the extension to be complete by the end of July 2026.

Funds are available in O&M Budget 412-5004-501-2020.

Attachments:
1. Resolution
2. Emergency Services Memo
3. Blue Tank and Pump Rental Proposal
4. Location Map

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE EMERGENCY REPAIR CONTRACT WITH BLUE TANK AND PUMP RENTAL FOR THE SEWER PUMPING AND STORAGE SERVICES RELATED TO THE FIELDCREST ANNEXATION AREA, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, due to the timing of obtaining easements for the extension of sewer service to the Fieldcrest Annexation area, we have been unable to serve their property in time for the houses that are currently being built; and

WHEREAS, we now have the easements and the contractor is working on the extension; and

WHEREAS, this resolution ratifies the emergency procurement of contractual services with Blue Tank and Pump Rental, to provide sewer pumping and storage services related to the Fieldcrest Annexation Area, in the amount of $10,921.00, along with mobilization/demobilization services costing $7,400.32; and

WHEREAS, funds are available in O&M Budget 412-5004-501-2020.

Now therefore,

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

SECTION I. That the emergency procurement of contractual services with Blue Tank and Pump Rental, to provide sewer pumping and storage services related to the Fieldcrest Annexation Area, in the amount of $10,921.00, along with mobilization/demobilization services costing $7,400.32, is ratified, including the execution of the same by Mayor Paul W. Montgomery.

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, any and all documents required for the emergency procurement of contractual services with Blue Tank and Pump Rental, to provide sewer pumping and storage services related to the Fieldcrest Annexation Area, in the amount of $10,921.00, along with mobilization/demobilization services costing $7,400.32,to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

]

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

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

ADOPTED this the 16th day of June, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE
Utilities Department

MEMO

To: Chris McCartt, City Manager

From: Chad Austin, Assistant Utilities Director

Date: September 25, 2025

Regarding: Emergency procurement of Sewer Pumping and Storage Services

Due to the timing of obtaining easements for the extension of sewer service to the Fieldcrest Acres Subdivision we have been unable to serve their property in time for houses that are currently being built.

While we work on obtaining easements to start the sewer extension to the property we have a proposal to secure wastewater pumping and storage services through Blue Tank and Pump Rental. They will provide us with a pump in the newly installed sewer system that will discharge into a 21,000 gallon tank. This tank will allow us to gather the wastewater at a time that is convenient to our operations and discharge it into our sewer system.

The cost for this equipment and service is $10,921.99 per month and we expect the sewer extension to take approximately 6 months to get to the property. There are also charges for mobilization, set up and demobilization which amounts to $7,400.32 in addition to the monthly rental fees.

As this has come up rather unexpectedly, we request to bypass our bid requirements per Division 3 Section 2-206 of our ordinances to allow these services to be provided on an emergency basis for the health and safety of the public.

Approved by Deputy City Manager, Ryan McReynolds

Approved by City Manager, Chris McCartt

The Quantity You Need at the Quality You Want

21K Tanks - Mini Tanks - Double Wall Tanks - Poly Tanks - Open Top Tanks - Containments - Diesel Pumps - Electric Pumps - Hoses - Filtration - Water Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes - Light Towers - Flameless Heaters - Generators - Air Compressor

August 18, 2025

City of Kingsport – Public Works
Will Stallard
1113 Konnarock Road
Kingsport, TN 37664
willstallard@kingsporttn.gov

RE: Fieldcrest Road Development

Assumptions:

All Equipment

1. BTPR provides 24/7 emergency service if there are any issues with the equipment.
2. Rental prices are calculated using estimates and are subject to change based upon actual quantity of material used and time actually rented.
3. Diesel driven equipment requires service every 250/500 hours depending on equipment type, to be performed by customer or BTPR for an additional cost.
4. The customer will be billed for any damages that occur to the equipment from misuse.
5. Fuel and DEF are not included for the equipment.
6. Equipment must be onsite for placement of equipment, unless otherwise arranged.
7. Although prevailing wage rates are not included in this quote, they can be added if necessary.
8. Site/Driveway/Road Restoration, regrading, seeding or strawing is not included in this quote. This includes repairing mud or ruts made with trucks, skid steers, telehandlers, or other equipment. We are not quoting to do any excavation
9. All invoices will include a 1.5% environmental fee.

Pump Specific Assumptions

10. Strainers are the customer's responsibility to clean.
11. Pump Estimated Flow rates are based on clean clear water of normal consistency with a specific gravity of 1. Water with sludge, trash, mud, ragging and anything that can clog pump or strainer will potentially reduce flow of the system.
12. Blue Tank and Pump Rental can only assist in helping the customer with any flow rates, final bid and setup flow rates must be the customers decision not BTPR.
13. Blue Tank must always have access to suction and discharge points.
14. Water must be onsite for flushing of bypass.
15. For Larger Pump Setups with 8", 12" or 18" pumps the cones on the manholes will likely need pulled if pumping from a manhole.
16. Pipe Plug Installation, Bracing, and Inflation is the sole responsibility of the customer. Blue Tank WILL NOT install and inflate or deflate pipe plugs.

Scope of Work:

BTP will provide the equipment for this project.

System Description:

Customer Requested Flow Rate: 100 GPM

Flow Rate was determined by:Customer Given

The quoted system will use One (1) 4JSCM-24HP as primary and One (1) 4JSCM-24HP pump in backup capacity. This system will use 4” rubber hose as the suction point and 4” rubber as the discharge point approximately 40’ away. In primary configuration this system is capable of handling approximately 100 GPM.

Blue Tank & Pump Rental

The Quantity You Need at the Quality You Want

21K Tanks - Mini Tanks - Double Wall Tanks - Poly Tanks - Open Top Tanks - Containments - Diesel Pumps - Electric Pumps - Hoses - Filtration - Water Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes - Light Towers - Flameless Heaters - Generators - Air Compressor

Pricing:

Rental Equipment

Item	Description	Quantity
1	4JSCM 24HP Yanmar (Primary)	1
2	4JSCM 24HP Yanmar (Backup)	1
3	4" x 20' Rubber Suction Hose	2
4	4" Strainer	2
5	4" Stepbow	2
6	4" 90*	2
7	4" x 20' Rubber Discharge Hose	3
8	4" Y	1
9	4" Check Valve	2
10	4" Bolt Kit	2
11	Auto Start Floats	2
12	Call Box	2
13	21K Frac Tank	1
14	12' x 50' Containment	1
15	12' x 25' Containment	1
16	4" Camlock Hose	4
17	4" Camlock Female Fitting	1
18	4" Ball Valve x 4" Female Camlock Fitting	1

Rental Pricing

	Day	Week	4 Week
Subtotal	$ 675.48	$ 2,426.44	$ 7,979.32
Env Fee	1.50%	1.50%	1.50%
Tax	9.53%	9.53%	9.53%
Total	**$ 750.95**	**$ 2,697.54**	**$ 8,870.85**

Sales Items

Item	Description	Unit Rate	UOM	Estimated	Extended
1	Mobilization	$ 2,921.99	LS	1	$ 2,921.99
2	Setup	$ 442.00	LS	1	$ 442.00
3	Teardown	$ 370.60	LS	1	$ 370.60
4	Demobilization	$ 2,921.99	LS	1	$ 2,921.99
				Subtotal	$ 6,656.58
				Env Fee	1.50%
				Tax	9.53%
				Total	**$ 7,400.32**

Blue Tank and Pump Rental
888-BLU-TANK

Pricing Continued:

Optional Rental Equipment

Item	Description	Quantity
1	500-Gallon Double Wall Fuel Tank w/ Transfer Pump	1
2	12' x 12' Containment	1

Optional Rental Pricing

	Day	Week	4 Week
Subtotal	$ 205.00	$ 615.00	$ 1,845.00
Env Fee	1.50%	1.50%	1.50%
Tax	9.53%	9.53%	9.53%
Total	**$ 227.90**	**$ 683.71**	**$ 2,051.14**

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TERMS AND CONDITIONS:

Where changes to the original scope become necessary, Blue Tank and Pump Rental will promptly notify the customer. In doing so, a revised price will be established in order to complete the project as scoped.

Industry standard usage for diesel driven equipment is 10 hrs per day, 50 hrs per week and 200 hrs per month. For all diesel driven equipment, the rates are based on a 10 hr per day shift. If equipment is used for a double shift, then it is charged at 1.5 times the 10 hr rate. If the equipment is used for a triple shift it is charged at 2 times the 10 hr rate. Overages are balanced over the rental period and only charged on the diesel equipment, not all other rental items on the job. Diesel driven equipment must typically be serviced every 250/500 hrs depending on equipment type either by the customer or BTPR will do for an additional cost.

This quote is contingent on the customer providing reasonable access to the site and that the Customer represents and warrants to Blue Tank and Pump Rental that they will have the legal right, title and interest necessary to provide access to the site. In addition, the Customer warrants that it has supplied Blue Tank and Pump Rental with complete and accurate information regarding documentation and/or information concerning the scope of work.

Blue Tank and Pump Rental guarantees to hold these prices for ninety (90) days from the date of the quotation and payment terms of net thirty (30) days.

Blue Tank and Pump Rental will initiate this project upon receipt of a signed Rental Agreement or a Purchase Order.

Work interruptions or delays caused by acts or omissions out of the control of Blue Tank and Pump Rental will be charged to the customer on an hourly basis.

If you accept this quote, please sign and return to Blue Tank and Pump Rental.

Thank you for your consideration of Blue Tank and Pump Rental for this project.

Thanks,

Joe Baarlaer

Project Manager
Blue Tank and Pump Rental
jbaarlaer@bluetankandpump.com
Cell: 865-801-2654
Office: 1.888.258.8265

AGREED: City of Kingsport – Public Works

Printed:_____ Signed: _____

Title:_____ PO#: _____



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BLUE TANK AND PUMP RENTAL, LLC STANDARD RENTAL TERMS

Blue Tank and Pump Rental, LLC will hereinafter be referred as: Blue Tank. Customer understands and agrees to the following terms:

1. ACCEPTANCE of EQUIPMENT: Customer acknowledges it and has inspected or has been given the opportunity to inspect the equipment and accepts the equipment 'AS is' and finds it in good working order.
Customer agrees that all liability and risk of loss for said equipment passes to Customer at the time the equipment is loaded onto Customers truck, or if a common carrier is utilized, at time the equipment is loaded onto the common carrier from Blue Tank's facility. If Blue Tank delivers said equipment to the Customer, liability and risk of loss passes to Customer at the time Blue Tank tenders the equipment to Customer for unloading by Customer and/or agent. Customer is responsible for providing the means (equipment manpower, etc.) to load and unload the equipment from (and to) the delivery truck upon delivery and/or pickup and it expressly assumes all liability for losses and/or damages sustained during the process of loading or unloading said equipment.
2. RENTAL RATES: Rental charges begin the day the equipment leaves the Blue Tank facility and stops the day it is returned to us via your truck or on the day Customer obtains a Rental Termination and arranges for Blue Tank to pick up the equipment. Customer remains responsible for the equipment until its return or pick up by Blue Tank - even if a Rental Termination has been obtained. Credit is not given for periods when the equipment is not used **WE RENT TIME, NOT USAGE OF EQUIPMENT**. Rental of additional items will be provided at current rental rates. Should additional items be requested by the Customer or if items are exchanged or moved to another project, all of the terms of this agreement still apply. Meter overages will apply if the Hour Meter on the item is incurs more than 10 hours per day, 50 hours per week, or 200 hours per month. The total usage hours will be balanced out over the entire rental period. Amount for overage charges are specific to the rented item.
3. EQUIPMENT OPERATION: The Customer agrees to provide competent operators for all operations or use and is responsible for ensuring each operator of the equipment is properly trained and qualified and ensuring that all operators are of legal age, are not under the influence of alcohol or drugs and are in compliance with all applicable laws, rules and regulations. Only Customer, its employees or representatives acting in the course of their employment may use or operate equipment. Customers agrees to obtain any permits that may be necessary to operate the equipment.
4. MAINTENANCE/ SERVICE: Customer agrees to maintain and care for the equipment rented on a daily basis**. Should the equipment require maintenance call the location where you rented the equipment and report the problem to arrange for service. If it is after normal business hours, call 1-888-258-8265, and use the emergency extension**. You will need the unit number and meter hours when calling. If damage of any kind is caused by Customer from improper use, application or lack of maintenance, the Customer agrees to pay for the repairs and/or replacement as needed. Customer agrees to continue to pay normal rental charges on items damaged due to improper use or application or lack of maintenance, until the damaged equipment is repaired and/or replaced and returned to Blue Tank rental fleet. Damage caused by normal wear and tear, as determined by Blue Tank, will be covered by Blue Tank. If the customer is given advance written authorization by Blue Tank to perform repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, we will issue you a credit memo to your billing account. Customer agrees that the repair or replacement of the equipment is the Customer's sole and exclusive remedy for Blue Tank's breach of this contract; no back charges for liquidated damages, lost work, loss of time or use will be accepted by Blue Tank.
5. ACCESS TO EQUIPMENT: Whenever a Blue Tank representative needs to have access to the equipment, at its sole discretion, the Customer will provide at all times free and clear access, hoisting/lifting capabilities, safety related items and passes/access to restricted areas if required.
6. RETURN OF EQUIPMENT: If the equipment is exposed to hazardous materials or is used in a hazardous material or sewer type application, Customer agrees to decontaminate the equipment before returning it to Blue Tank. If the equipment is not decontaminated and Blue Tank has to perform this task the Customer will be charged a decontamination fee based on the Published Cleaning Price Sheet, or time and material basis if required. If all of the items listed on the shipping documents are not returned, or are returned damaged, the Customer agrees to pay the current sale price for these items OR, if the Damage Waiver has been included and the loss or damage is covered by the Damage Waiver, a deductible equal to two times the monthly rental rate of the missing or damaged item(s).
7. WARRANTY: This is an equipment rental contract for the "Bare Rental" of pumping or related equipment and not a performance contract. Due to the uncertainty and changing nature of job site conditions. Blue Tank and Pump does not warrant, beyond the performance specifications of the equipment rented, that the equipment will complete the task at hand**. There are no warranties, express or implied, or merchantability or fitness for a particular purpose which extend beyond the description on the face hereon**.
8. INSURANCE: Customer agrees to provide and maintain insurance coverage protecting Blue Tank and Pump from all loss, theft, damage, expense or penalty arising from or related to the use of the equipment. This insurance must include bodily injury, property damage, general liability and automobile liability coverage with limits of at least $1,000,000 for each person or occurrence. Customer agrees to name Blue Tank and Pump Rental, LLC as an ADDITIONAL INSURED PARTY. A copy of the insurance certificate showing this coverage must be provided to Blue Tank and Pump Rental, LLC. In those instances when satisfactory coverage is not provided Customer understands that the Damage Waiver will be charged and agrees to payment of these charges.
9. DAMAGE WAIVER: If Customer chooses to participate in the Damage Wavier program or in instances when Blue Tank does not have a valid and accepted certificate of insurance coverage from the Customer on file, Customer will be charged the Damage Waiver fee equal to twelve percent (12%) of the rental rate charged on each invoice. Customer is responsible for loss or damage to the equipment subject to the provisions of the Damage Waiver plan**. CUSTOMER UNDERSTANDS AND AGREES THAT THE DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO BLUE TANK AND PUMP RENTAL, LLC OR OTHERS ARISING OUT OF THE POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.**

10. JOB INFORMATION NOTICES: Customer agrees to provide complete job related information for the purpose of filing required lien/ bond notices. Before the equipment is moved to another job site Customer agrees to notify Blue Tank in writing of the date the equipment will be moved and the new job related information.

11. PAYMENT: Unless otherwise noted on this Agreement, payments are due within (30) calendar days of the invoice date. Customer agrees after 90 days after invoice date to pay a finance charge at the rate of 1.5% monthly until the invoice is paid.

12. ASSIGNMENT: Blue Tank had the right to assign and/or grant a security interest in this Agreement. If the assignee or secured party succeeds to Blue Tank interest hereunder, Customer will (a) pay to it all rents subsequently payable hereunder, and (b) upon the request of any such assignee or secured party, automatically become the lessee of such successor in interest without change in this Agreement, except that such assignee or successor in interest will not be bound (i) any payment of rent for more than month in advance, (ii) any amendment or modification of the Agreement made without its consent, (iii) any claim against Blue Tank and Pump Rental LLC arising prior to the date on which it succeeds to Blue Tank interest, or (iv) any claim or offset against Blue Tank and Pump Rental, LLC.

13. DEFAULT/ REMEDIES OF BLUE TANK: If any of the terms of this agreement are breached by Customer, or if the Customer becomes insolvent, ceases to business, files a petition for bankruptcy protection or if Customer is in default or other agreements with Blue Tank and if Blue Tank provides three day written notice (by fax, mail, email, overnight service or hand delivery) then Blue Tank has the right to enter the job site and, upon presentation of this contract, take possession of owned equipment. Customer agrees to arrange and provide for the removal and loading of the equipment or any expense Blue Tank may incur in hiring outside services to do so. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLUE TANK AND PUMP RENTAL, LLC FOR SUCH REPOSSESSION**. Customer authorizes Blue Tank to contact the general contractor and/or owner or any party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related invoices.

14. INDEMNIFICATION: Customer agrees to defend, indemnify and hold harmless Blue Tank and Pump Rental, LLC from any and all claims for injury or damage to any persons or any property claimed to have been caused in any way by or from the possession or use of the equipment. No claims for consequential or incidental damages, liquidated or any other charges or claims may be made by Customer nor will they be accepted by Blue Tank and Pump Rental, LLC.

15. LIMITATION OF BLUE TANK AND PUMP RENTAL, LLC LIABILTIY: CUSTOMER AGREES THAT BLUE TANK'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM BLUE TANK OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIROMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF BLUE TANK EQUIPMENT, INCLUDING BUT NOT LIMITIED TO THE COST OF CONTAINING AND/ OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO, CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD BLUE TANK AND PUMP HARMLESS IN THE EVENT OF SUCH AND OCCURANCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.

16. LEGAL FEES/ VENUE: In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, electronic discovery costs, telephone charges, information technology support charges, consultant and expert witness fees, travel, expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal actions shall be in the county of Jessamine, Kentucky and that Kentucky law shall govern any legal action taken hereunder.

17. JURY TRIAL WAVER: TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWLING, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRAIL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

18. SALE OF EQUIPMENT: Unless specifically identified that equipment is to be purchased by Customer, this is not a sale agreement but a Bare Rental Contract. No ownership in the equipment provided on a bare rental basis is earned during the course of rental. If this contract identifies any equipment that is to be purchased by Customer, Blue Tank sells and delivers such equipment to Customer on an AS IS WHERE IS basis. If a separate written offer is to be extended to allow the purchase of the rental equipment, rental invoices must be paid promptly to retain the purchase option, title will transfer only when the full purchase price has been paid and all the terms of this contract remain in effect.

19. COMPLETE AGREEMENT: All of the terms of Blue Tank and Pump's credit application are made a part of this contract agreement. This contract agreement is the full and complete agreement between the Customer and Blue Tank and Pump Rental, LLC and takes priority over any other verbal or written agreements made or claimed to have been made. Both parties agree that facsimile, electronic signature, or digital scan of the Agreement is an authorized and legal agent of the Customer and has full authority to make and enter into this agreement.


Project Area
Project Area
Project Area
Sewer Pump Location
Project Location Map
Sanitary Sewer Connection
To Fieldcrest Road
City Of Kingsport
Legend
Sewer Line Project Area
Parcels
Kingsport City Limits
Item X5.
NC CGIA, Maxar, Microsoft
SILVER LEAF CT
SADDLE RIDGE DR
FALL CREEK RD
SOUTHRIDGE DR
CAIN DR
GLASGOW LN
COURTNEY DR
ERIC CT
ROSE TRACE CT
SHILOH PVT DR
SUGARCANE LN
RED LEAF LN
SUGARFIELD LN
BROOKWOOD CT
LONESOME PINE RD
SMITH DR
SHAWNEE DR
HYDAWAY PL
CEDAR BROOK CT
ODD FELLOW RD
N VALLEY VIEW CIR
W VALLEY VIEW CIR
S VALLEY VIEW CIR
HOPKINS ST
HOBART ST
FOXCROFT DR
KILKENNY RD
SELKIRK DR
HILL RD
APACHE DR
COCHISE TRL
INCA LN
DAKOTA ST
SIOUX DR
CASSIDY RD
FIELDCREST RD
BAILEY RD
CATAWBA LN
HENRY HARR RD
LYNN RD

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Integrity Building Group, LLC, Related to the Fieldcrest Phase 2 Development

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-187-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Garret Burton
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will reimburse funds to Integrity Building Group, LLC in the amount of $116,493.78 pursuant to a materials agreement based upon the approved installation of water and sewer infrastructure for Fieldcrest Phase 2.

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 whereby the City furnishes the water and sewer materials for the developer's use within the developer's proposed subdivision. Developers are required to post a cash bond covering the cost of the materials which is refunded to the developer (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, a Materials Agreement was entered into with Integrity Building Group, LLC related to the Fieldcrest Phase 2 Development, in the amount of $127,541.14 for the development of Forty-one (41) lots. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due $116,493.78.

To date, including this development, the program has supported 1,936 new/proposed lots within the City of Kingsport.

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO INTEGRITY BUILDING GROUP, LLC FOR FIELDCREST PHASE 2 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Integrity Building Group, LLC entered into a Materials Agreement in the total amount of $127,541.14, with the city for provision of certain water and sewer materials by the city for Fieldcrest Phase 2; 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 $116,493.78 for Fieldcrest Phase 2.

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Integrity Building Group, LLC, in the amount of $116,493.78 for Fieldcrest Phase 2, is approved.

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

ADOPTED this the 16th day of June, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Materials Agreement

Project: Fieldcrest Phase 2
Date: June 3, 2026
Developer: Integrity Building Group, LLC

Water line

Item #	Item description	Units	U/M	Price	Total
41810	6" x 18' DI pipe	3.00	jt	$459.00	$1,377.00
41864	8"x18' DI pipe	82.00	jt	$604.08	$49,534.56
42120	4' bury hydrant	3.00	ea	$2,707.73	$8,123.19
42325	6" gate valve	3.00	ea	$997.39	$2,992.17
42335	8" gate valve	6.00	ea	$1,382.55	$8,295.30
43031	8x8x6 anchor tee	3.00	ea	$286.34	$859.02
42845	MJ anchor coupling 6x18	3.00	ea	$191.04	$573.12
42100	8x8 MJ TEE	1.00	ea	$297.33	$297.33
40595	8" solid cap	2.00	ea	$92.19	$184.38
42525	8" 45 BEND	2.00	ea	$163.62	$327.24
42535	8" 90 BEND	1.00	ea	$199.64	$199.64
42149	8" TAPPED TEE w/2" tap	1.00	ea	$276.57	$276.57
Project #	**WA2651**				
	Expensed To:				
Project Total:	**451-0000-605-9003**				$73,039.52
Sales Tax:	**451-0000-207-0201**			9.50%	$6,938.75
	Total Cost Including Tax				$79,978.27
	Amount paid and Receipted To:				
Contractor Paid:	**451-0000-208-1250**				**$72,242.12**
Sales Tax:	**451-0000-207-0201**			9.50%	$6,863.00
	Total Cost Including Tax			Water Total:	$79,105.12
	Sales Tax Adjustment				**$75.75**
Water	**Refund Due Developer**				**$72,166.37**

Materials Agreement

Sanitary sewer

Item #	Item description	Units	U/M	Price	Total
45003	8" x 13' sdr-35 gsktd sewer pipe	121.00	jt	115.528	$13,978.89
45057	8" x 6" tee wye gsktd sewer	41.00	ea	$65.08	$2,668.28
45112	manhole covers v-1312-44	12.00	ea	$436.70	$5,240.40
	total manholes/concrete structures	1.00	ea	$21,361.00	$21,361.00
45257	2" CRETEX grade ring	1.00	ea	$74.25	$74.25
45258	4" CRETEX grade ring	7.00	ea	$128.00	$896.00
45259	6" CRETEX grade ring	4.00	ea	$60.50	$242.00
	PARTS BELOW RETURNED TO STOCK				
45257	2" CRETEX grade ring	1.00	ea	$74.25	$74.25
45258	4" CRETEX grade ring	7.00	ea	$128.00	$896.00
45259	6" CRETEX grade ring	4.00	ea	$60.50	$242.00
Project #	**SW2651**				
	Expensed To:				
Project Total:	**452-0000-606-9003**				$43,248.57
Sales Tax:	**452-0000-207-0201**			9.50%	$4,108.61
	Total Cost Including Tax				$47,357.18
	Amount Paid and Receipted To:				
Contractor Paid:	**452-0000-208-1250**				**$44,233.81**
Sales Tax:	**452-0000-207-0201**			9.50%	$4,202.21
	Total Cost Including Tax			Sewer Total:	$48,436.02
	Sales Tax Adjustment				**-$93.60**
Sewer	**Refund Due Developer**				**$44,327.41**
				Total Refund	**$116,493.78**

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: 6-3-2026

City of Kingsport Inspector: Stephen Ratliff

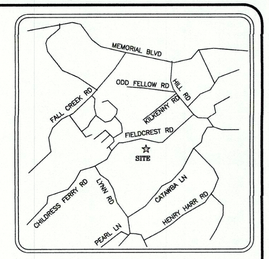
Date: 06/04/26

Developer: Elliott

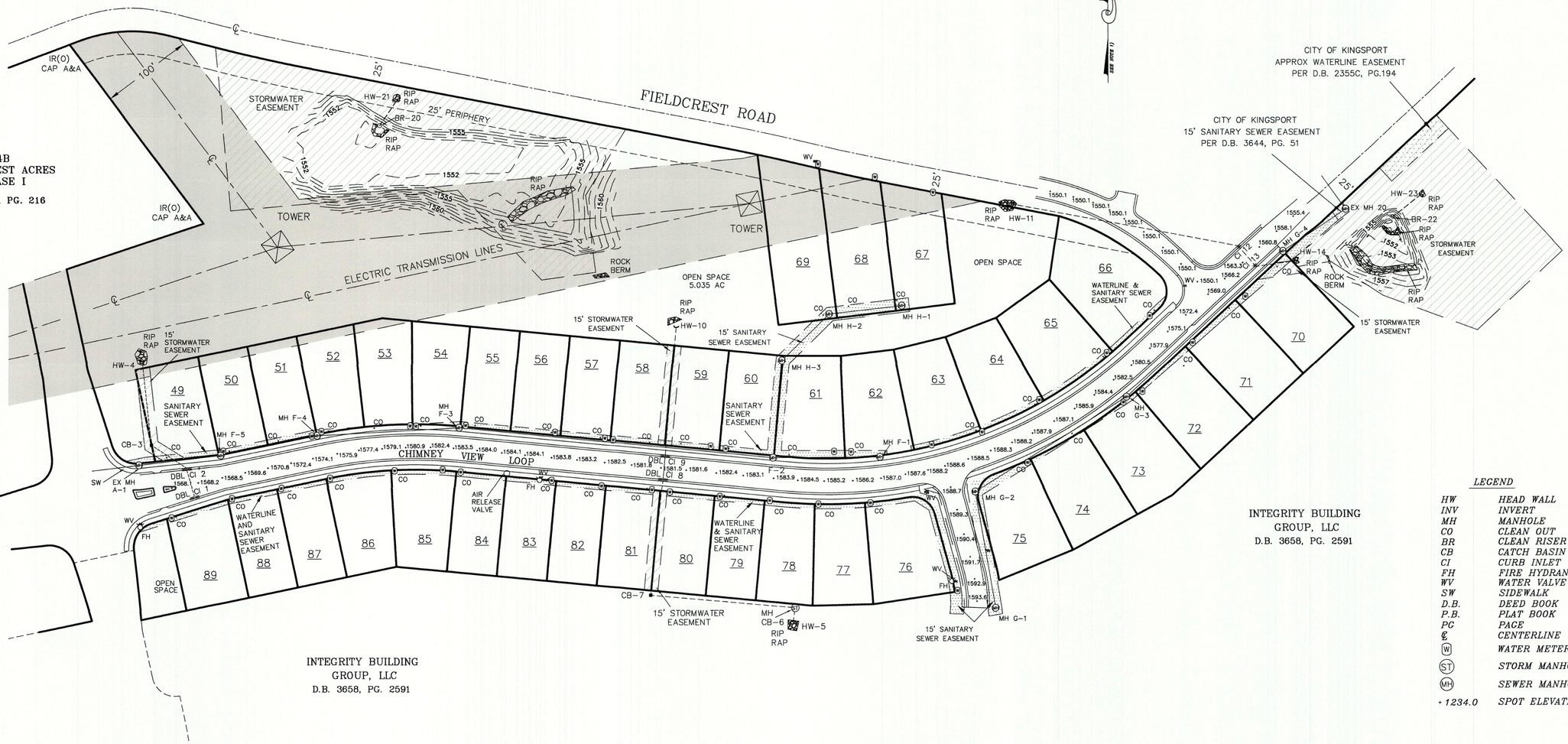
Date: 6/4/26


Project Location
Fieldcrest Rd
Shadowtown Rd
Bailey Rd
Catawba Ln
Lynn Rd
Henry Harr Rd
Rogers Oak Dail Private Dr
Shipley Ferry Rd
Pearl Ln
Browder Rd
Rocky Branch
Russell Creek
81
Item X6.
Project Location
23
11W
E Stone Dr
Lee Hwy
Kingsport
26
Fort Henry Dr
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Project Location Map
Fieldcrest Phase 2
City Of Kingsport

© COPYRIGHT ALLEY & ASSOCIATES, INC. 2025
THIS MAP CANNOT BE USED FOR ANY OTHER PURPOSE THAN IS INTENDED ON THIS DATE.



LOCATION MAP
N.T.S.



LEGEND

HW	*HEAD WALL*
INV	*INVERT*
MH	*MANHOLE*
CO	*CLEAN OUT*
BR	*CLEAN RISER*
CB	*CATCH BASIN*
CI	*CURB INLET*
FH	*FIRE HYDRANT*
WV	*WATER VALVE*
SW	*SIDEWALK*
D.B.	*DEED BOOK*
P.B.	*PLAT BOOK*
PG	*PAGE*
℄	*CENTERLINE*
Ⓦ	*WATER METER*
Ⓢ	*STORM MANHOLE*
Ⓜ	*SEWER MANHOLE*
+ 1234.0	*SPOT ELEVATION*

STORM STRUCTURES

STRUCTURE	TOP	INV IN	INV OUT
DBL CI 1	1567.3		1564.5
DBL CI 2	1567.7	1564.3	1564.2
CB-3	1568.5	1563.6	1563.6
HW-4			1563.4
HW-5			1578.3
MH-6	1585.8	1578.5	1578.3
CB-7	1582.3	1576.5	1576.4
DBL CI 8	1581.2	1574.4	1574.3
DBL CI 9	1581.1	1574.0	1573.9
HW-10			1569.8
HW-11			1565.8
CI-12	1562.0	1558.9	1558.8
CI-13	1562.2	1558.7	1558.6
HW-14			1557.9
BR-20	1555.1	1553.2	1550.0
HW-21			1549.7
BR-22	1557.0	1547.2	1546.2
HW-23			1546.7

SANITARY SEWER STRUCTURES

STRUCTURE	TOP	INV IN	INV IN	INV OUT
EX MH A-1	1568.4	1560.3		1560.2
MH F-5	1568.5	1561.1		1561.0
MH F-4	1574.9	1567.9		1567.7
MH F-3	1583.4	1569.9		1569.8
MH F-2	1584.0	1577.3 (FROM H-3)	1576.8 (FROM F-1)	1572.4
MH F-1	1587.0			1580.5
MH G-1	1592.4	1584.9		1584.8
MH G-2	1588.9	1582.1		1582.0
MH G-3	1582.4	1576.5		1576.4
MH G-4	1558.2	1553.2		1553.1
EX MH-20	1551.8	1543.9		1543.8
MH H-3	1584.7	1572.9		1572.8
MH H-2	1583.3	1573.4		1573.3
MH H-1	1581.7	1573.8		



60 30 0 60 120
SCALE IN FEET

I, TIM LINGERFELT (RLS #930), HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN THE STATE OF TENNESSEE. I HAVE LOCATED ALL VISIBLE, MANMADE WATERLINE, STORMWATER, AND SANITARY SEWER FEATURES SHOWN ON THIS PLAN ON APRIL 27, 2026. I CERTIFY THE LOCATION, ELEVATION AND DESCRIPTION OF THESE FEATURES.

TIM LINGERFELT, PLS
ALLEY & ASSOCIATES, INC.

I, CHRISTOPHER D. ALLEY (TN PE #103754), HEREBY CERTIFY THAT I AM AN ENGINEER LICENSED IN THE STATE OF TENNESSEE. I HAVE REVIEWED THE INFORMATION BASED ON FIELD SURVEY DATA PROVIDED TO ME BY TIM LINGERFELT, A STATE OF TENNESSEE REGISTERED LAND SURVEYOR (TN RLS #930).

BASED ON THE AFOREMENTIONED SURVEY AND TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SANITARY SEWER, WATERLINE, & STORM SEWER IMPROVEMENTS SHOWN ON THIS PLAN FUNCTION AS INTENDED ON THE APPROVED DESIGN FOR THIS DEVELOPMENT.



REVISIONS:	DATE:	BY:

STORM, SANITARY SEWER & WATER AS-BUILT
FIELDCREST ACRES PHASE 2
KINGSPORT, TENNESSEE

ALLEY & ASSOCIATES, INC.
• SURVEYORS •
422 E. MARKET STREET KINGSPORT, TENNESSEE 37660
TELEPHONE (423) 392-8896
E-MAIL: tlingerfelt@alleyassociates.com

ACAD FILE: 24-13234 KARST FIELDCREST PH2 ASBUILT.DWG

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration to Amend the Fee Resolution for FY 2027 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-183-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Angie Marshall
First Reading:	N/A	Presentation By:	Travis Bishop

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve Fee Resolution

Executive Summary:
This proposed resolution incorporates revisions based on changes made to ***Chapter 2 – Administration, Chapter 22 – Building and Building Regulations, Chapter 42 – Fire Prevention and Protection, Chapter 50 – Law Enforcement, Chapter 54 – Library, Chapter 66 – Parks and Recreation, Chapter 86 – Solid Waste*** *and* ***Chapter 114 – Zoning.*** The attached word document highlights the amended language and fees. Staff recommends the BMA formally approve this resolution to set FY27 fees and charges accordingly.

Chapter 102 – Utilities has been removed from this resolution in its entirety to be presented in a separate ordinance.

Attachments:
1. Fee Resolution
2. Fee Resolution draft with changes only
3. Building Fee Schedule Justification

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

OFFICE OF THE MUNICIPAL CLERK

City of Kingsport, Tennessee

Angie. Marshall, MMC
AngieMarshall@KingsportTN.gov

415 Broad Street
Kingsport, Tennessee 37660

Telephone (423) 229-9384

The following pages represent the proposed changes to the FY27 Fee Resolution. This document has been condensed to reflect **only the changes** that have been made. I have included the current (old) fees on the left, as well as the amended (new) fees on the right. I hope the following descriptions make it a bit easier to translate.

Blue Italicized Items indicate fees and/or language that are being completely removed. These items will also be marked through with a line. ……~~*EXAMPLE*~~

Red Items indicate all new fees and/or language to be implemented. (Some fees have just been moved to a new section within the fee resolution)...EXAMPLE

DRAFT

Chapter 2 - Administration

A. Returned check handling charge.....$30.00
B. City Court costs (per case).....$60.00
1. State Litigation fee.....$13.75
2. Local Litigation fee.....$13.75
C. Public Records
1. Copy/Duplication
(a) Per page – black and white (more than 10 pages).....$0.15
(b) Per page – color (more than 10 pages).....$0.50
(c) Labor cost-in excess of one hour-spent locating/retrieving/redacting/reproducing records…varies
D. Credit and Debit Card Transactions and Convenience Fees.....
1. Property Taxes Transactions Paid including real or personal ~~– internet, kiosk or face to face~~
(a) Card Processing Fee for Property Taxes paid with a debit/credit card.....2.75%

REMOVED LANGUAGE

~~2. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods except those noted below – $3.00~~
~~(a) Transaction Limit on Utility Payments made by Credit/Debit Cards utilizing one of the methods above……..$500.00~~
~~3. Payment transactions made "face-to-face"……..$0.00~~
~~(a) Transaction Limit on Utility Payments made by Credit/Debit Cards face-to-face…$2,500.00~~
~~4. Payment transactions made via internet through Kingsport Public Library payment systems.$0.50~~
~~5. Payment transactions made via internet for Leisure Services Activities……..$0.00~~
~~6. Payment transactions made via internet or Interactive Voice Response (IVR) systems for Red Light Camera Citations……$0.00~~
~~7. Payment transactions made via onsite Kiosk for utilities or miscellaneous receivables.$0.00~~

E. Engineering
1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).
(a) Construction plans, specifications, bid form & associated documents……$50.00

Chapter 22 - Building and Building Regulations

A. Electrical
1. Permit fees
(a) Minimum electrical permit issuance fee.....$30.00
OLD FEE $0.50 (b) Outlets, each.....$0.75
OLD FEE $0.50 (c) Luminaires, strobe, horn, each.....$0.75
OLD FEE $0.50 (d) Switches, each.....$0.75
(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
OLD FEE $0.50 (k) Transformer, each KVA……$0.75
(l) Heating System/Generator/Solar/EV, per KW.....$1.00
(m) Cooling & refrigeration systems per tonnage.....$1.00
(n) Pool Electric.....$30.00

(o) Inspection fee per inspection……$3.00
(p) Additional inspections necessary due to noncompliant work…….$50.00
(q) Fee for Solar/Generator/EV install……....$30.00 $5.00 per $1,000 of job cost

2. Technology Fee.....$7.00

3. Electricians

(a) Application review fee $30.00
(b) Electric contractor annual licensing fee $50.00
(c) Working without a permit.....DOUBLE PERMIT FEE

B. Gas

1. Gas permit fees

(a) Minimum gas permit issuance fee $30.00
(b) Conversion burners, heating boilers
(1) Up to & including 1,200 square feet of steam or 1,800 square feet of water.$20.00
(2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water.$25.00
(3) 5,001 to 25,000 square feet of steam $35.00
(4) Over 25,000 square feet of steam $45.00
(c) Conversion burners, power boilers
(1) Up to and including 5 horsepower $20.00
(2) 6 - 50 horsepower.....$25.00
(3) 51 - 150 horsepower.....$35.00
(4) Over 150 horsepower $45.00
(d) Furnaces
(1) Up to and including 100,000 BTU $15.00
(2) Over 100,000 BTU.....$25.00
(3) Floor furnace (one) $15.00
(4) Each additional floor furnace (in same building).....$10.00
(e) Conversion burners, furnaces
(1) Up to and including 100,000 BTU $20.00
(2) 100,001 to 200,000 BTU.....$25.00
(3) Over 200,000 BTU.....$45.00
(f) Space heaters
(1) Up to and including 30,000 BTU $20.00
(2) 30,001 to 50,000 BTU.....$25.00
(3) Over 50,000 BTU.....$30.00
(4) Each additional space heater (in same building).....$10.00
(g) Unit heaters
(1) 50,000 - 200,000 BTU, each.....$20.00
(2) Over 200,000 BTU.....$25.00
(h) Accessory gas equipment
(1) Grills, dryers, ranges, fryers, logs, etc.....$15.00
(2) Pool heater up to 100,000 BTU $15.00
(3) Pool heater and other equipment over 100,000 BTU.....$25.00
(4) Water heater up to and including 100,000 BTU $15.00
(5) Water heater/boiler over 100,000 BTU $25.00
(6) Gas generator $25.00
(7) Unit heater up to & including 200,000 BTU $20.00
(8) Unit heater over 200,000 BTU $25.00
(9) Floor furnace, each.....$15.00
(10) Furnaces up to & including 100,000 BTU.....$15.00
(11) Furnaces over 100,000 BTU.....$25.00
(12) Space heaters up to 50,000 BTU.....$25.00

(13) Space heaters over 50,000 BTU.....$30.00
(14) Up to & including 500 gallon propane tank.....$15.00
(15) 501-1000 gallon propane tank $25.00
(16) 1001 gallon & up propane tank.....$30.00
(17) Fuel tank installation/removal, per tank.....$30.00

(i) Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):
(1) 20,000 - 200,000 BTU $20.00
(2) 200,001 - 300,000 BTU $25.00
(3) 300,001 - 1,000,000 BTU $30.00
(4) 1,000,001 - 5,000,000 BTU $35.00
(5) Over 5,000,000 BTU.....$40.00

(j) Pipe testing for gas installation
Minimum fee for testing gas pipe installation.....$30.00

(k) Inspection fee per inspection……$3.00
(l) Additional inspections necessary due to noncompliant work……..$50.00

2. Technology Fee……$7.00
3. Gas Fitters
(a) Application review fee $30.00
(b) Annual licensing fee.....$50.00
(c) Working without a permit.....DOUBLE PERMIT FEE

C. Plumbing
1. Permit and inspection fees
(a) Minimum plumbing permit issuance fee $30.00
(b) Each fixture or opening into sewer line.....$5.00
(c) Water heater opening fee.....$5.00
(d) Additional inspections necessary due to noncompliant work…....$50.00
(e) Connection to the City sewer system (new & replacement)……..$30.00
(f) Connection to the City water system (new & replacement)……...$30.00
(g) Inspection fee per inspection……$3.00
2. Technology Fee $7.00
3. Plumbers
(a) Application review fee $30.00
(b) Annual license fee.....$50.00
(c) Working without a Permit (all types) .....DOUBLE PERMIT FEE

D. Mechanical
1. Permit fees
(a) Minimum mechanical permit issuance fee.....$30.00
(b) Fee for heating/ventilating duct, air conditioning & refrigeration systems ....$30.00 + $5.00 per $1,000 of job cost
(c) Fee for sprinkler/fire suppression/fire alarm systems…$30.00 +$5.00 per $1,000 of job cost
(d) Hood Cleaning inspection.....$50.00
(e) Additional inspections necessary due to noncompliant work…....$50.00
(f) Fuel tank installation/removal…....$30.00 + $5.00 per $1,000 of job cost
(g) Boilers based on BTU input
(1) 33,000 (1 BHP) - 165,000 BTU (5 BHP).....$20.00
(2) 165,001 (5 BHP) - 330,000 BTU (10 BHP) $25.00
(3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP).....$30.00
(4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP).....$35.00
(5) Over 3,300,000 BTU.....$45.00
(h) Inspection fee per inspection……..…….$3.00

2. Technology Fee……$7.00
3. Mechanical Installers
(a) Application review fee……$30.00
(b) Mechanical contractor annual licensing fee…… $50.00
(c) Working without a permit.....DOUBLE PERMIT FEE

E. Building Permit Fees (includes grading permits)
1. Total Valuation
(a) $1.00 - $2,000: minimum fee.....$30.00
(b) $2,001 - $50,000: $30.00 for the first $2,000 plus $4.50 for each additional thousand or fraction thereof, up to & including $50,000
(c) $50,001 - $100,000: $246.00 for the first $50,000 plus $3.50 for each additional thousand or fraction thereof, up to & including $100,000
(d) $100,001 - $500,000: $421.00 for the first $100,000 plus $3.00 for each additional thousand or fraction thereof, up to & including $500,000
(e) $500,001.00 and up: $1,621.00 for the first $500,000 plus $2.50 for each additional thousand or fraction thereof
(f) Building without a Permit.....DOUBLE PERMIT FEE
(g) Inspection fee per inspection……$3.00
(h) Additional inspections necessary due to noncompliant work…….$50.00
2. Contractors/Home Improvement Application Fee.....$30.00
3. Technology Fee $7.00
4. Moving of any building or structure.....$100.00
5. Demolition
(a) Residential building or structure (30 day limit) $50.00
(b) Commercial structure $100.00
(c) Interior Demolition/Remodel Total Valuation
(1) $1.00 - $2,000: minimum fee $30.00
(2) $2,001 - $50,000: $30.00 for the first $2,000 plus $4.50 for each additional thousand or fraction thereof, up to & including $50,000
(3) $50,001 - $100,000: $246.00 for the first $50,000 plus $3.50 for each additional thousand or fraction thereof, up to & including $100,000
(4) $100,001 - $500,000: $421.00 for the first $100,000 plus $3.00 for each additional thousand or fraction thereof, up to & including $500,000
(5) $500,001.00 and up: $1,621.00 for the first $500,000 plus $2.50 for each additional thousand or fraction thereof
6. Temporary structures, tents, banners, etc. (minimum fee) $30.00
(a) Tents, 30-day maximum
(b) Banners, 15-day maximum twice a year
7. Sign permits, per square foot (minimum $30 fee if less than 20 sq. ft.).....$1.00

F. Plans Review
1. Review Fee, Residential.....No Fee
2. Review Fee, Commercial & Multi-family (3 or more units) & grading/site plan based on construction value:
(a) Up to $100,000 .....$25.00
(b) $100,001 - $200,000 .....$50.00
(c) $200,001 - $300,000 .....$100.00
(d) $300,001 - $400,000 .....$150.00
(e) $400,001 - $500,000 .....$200.00
(f) $500,001 - $1,000,000 .....$250.00
(g) $1,000,001 - $2,000,000 .....$300.00
(h) $2,000,001 - $3,000,000 .....$350.00

(i) $3,000,001 - $4,000,000 .....$400.00
(j) $4,000,001 - $5,000,000 .....$500.00
(k) $5,000,001 and above..... Value X 0.0001
NEW FEE (l) Submittal of revisions after plans are approved…….50% of Original Fee

G. Certificates of Occupancy
1. Residential……..……..No Fee
2. Commercial
(a) Permanent $30.00
(b) Temporary, 30 days maximum $50.00
(c) Temporary Extension, 15 days maximum.....$50.00
(d) Change of Use $30.00

H. Administrative fee to process & attach late filed documentation to permit….$30.00
NEW FEE I. Application for Board of Adjustments & Appeals……$100.00
NEW FEE J. Advice Call (Applies to all permits)……..$30.00

Chapter 42 – Fire Prevention and Protection

A. Food trucks/trailers
1. Initial annual inspection.....$150.00
2. Annual renewal $50.00
3. 3-day permit.....$75.00

OLD FEE $50 B. To hire a Firefighter for special events/details (3-hour minimum).....$60.00/hour
Note: All requests are subject to Fire Department review/approval & require a minimum 48 hour notice.

Chapter 50 – Law Enforcement

OLD FEE $50 A. To hire a Police Officer for special events/details (3-hour minimum)…….....$60.00/hour
Note: All requests are subject to Police Department review/approval & require a minimum 48 hour notice.

Chapter 54 – Library

A. Library User Fees
1. Outside of service area (50 miles) fee, per year.....$10.00
2. Overdue fines
(a) Charge per day, each book or other non-video/film circulating item (maximum $5.00 each Adult item or Juvenile item)..... $0.20
(b) Charge per hour, laptop in house use late fee……...$0.50
(c) *Charge per day, each DVD (max. $5 each DVD).....$0.20
(d) *Charge per day, each video game (max $5.00 each video game)..$1.00
*NOTE: DVD/Video games MUST be returned to designated areas. If returned to the book drop…… (Replacement cost – if damaged)+$3.00
3. Lost material fees
(a) Collection materials, plus replacement cost $10.00
(b) Library Card replacement.....$3.00
4. Duplication fee
(a) Photocopying or printing per page $0.20
(b) Microfilm or microfiche copying per page $0.20
(c) Color Copy per page $0.50
(d) Fax per page.....$1.00
5. Auditorium use, per hour, Commercial $50.00
6. Board Room, per hour, Commercial.....$25.00

7. 3D Printer
    (a) Per Gram of Filament.....$0.20
    (b) Per Print Request $1.00
8. Makerspace
    (a) Buttons $0.50
    (b) Magnets.....$0.50
    (c) Cricut Page $1.50
    (d) Laminator, per inch of material (6 inch minimum).....$0.50
9. Hotspot Pack
    (a) Hotspot Checkout, 7 days $10.00
    (b) Hotspot Overdue, per day $5.00
    (c) Hotspot Maximum Overdue Fee.....$25.00
    (d) Hotspot returned anywhere but to Library Staff $25.00
    (e) Lost Hotspot USB Cable .....Replacement cost + $10.00
    (f) Lost Hotspot Charger.....Replacement cost + $10.00
    (g) Lost Hotspot Carrying Case .....Replacement cost + $10.00
    (h) Lost Hotspot.....Replacement cost + $10.00
10. Library of Things and STEM Kits
    (a) Overdue fine, per day $5.00
    (b) Maximum fine $25.00
    (c) Returning anywhere but to Library staff.....$5.00
    (d) Lost item .....Replacement cost + $10.00
11. Programs……$1.00-$50.00

B. Archives User Fees
1. Publication (print, electronic, video or film) use fee, images
    (a) For profit corporations, partnerships, businesses or individuals
        (1) Editorial (i.e. within a published work), per item.....$5.00
        (2) Non-editorial (i.e. posters, brochures, etc), per item $5.00
    (b) Non-profit corporations, organizations, government agencies or individuals
        (1) Editorial, educational, personal, per item.....$1.00
        (2) Non-editorial, per item $1.00
2. Videotaping or filming onsite fee
    (a) For profit set up..... No charge
    (b) For profit pull fee per item ..... No charge
    (c) Non-profit, set up fee only ..... No charge
3. Duplication fee, photocopying, per page $0.20
4. Duplication fee, scanning, per image $0.25
5. Duplication fee, slides
    (a) For profit per group of 10 slides $5.00
    (b) Non-profit per group of 10 slides. $5.00
6. Postage and handling fee
    (a) Requested mail orders ……..Cost of postage/supplies
    (b) Handling fee
        (1) Total order cost of $10.00 or less $2.00
        (2) Total order cost between $10.00 and $20.00 .....$3.00
        (3) Total order cost of $20.00 or more $4.00
        (4) Certified mail (large orders) $7.00

Add Language **NOTE: The Library Commission has the authority to add or modify any fees in chapter 54 – Library.*

DRAFT

CULTURAL ARTS EVENTS/FACILITIES

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

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

2. Specialty Areas
   - (a) Gymnasium, per hour (2-hour minimum) …… $40.00
   - (b) Theatre, per hour (3-hour minimum).....$40.00
     - Theater rentals shall be subject to the following conditions:
     - (1) Rental of the theater includes use of the house lights only.
     - (2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.
   - (c) First Floor Courtyard (3-hour minimum).....$200.00
   - (d) Second and Third Floor Atriums (3-hour minimum).....$30.00
     - (1) Rental must be in conjunction with another room rental
     - (2) Certain activities may be restricted.
3. Equipment Rentals
   - (a) Piano rental, per use $30.00
4. Marquee, 3-day minimum per side $30.00
5. Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of $50.00) ……$50.00

PARK AND RECREATION EVENTS/FACILITIES:

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

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

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

1. Douglass Room – (Includes Tables and Chairs)
   - (a) City residents, individual & groups, per hour (3-hour minimum).. $40.00
   - OLD FEE $55 (b) Non-City residents, individual & groups, per hour (3-hour minimum) … $60.00
   - (c) Equipment Fees
     - (1) LCD projector and screen, per Event..... $40.00
   - (d) Catering Kitchen
     - REMOVED LANGUAGE (1) Use w/Douglass Room ~~for food preparation~~, per Event…… $40.00
   - OLD FEE $5 (e) Event with Sales/Tickets, additional fee per hour..... .....$10.00
   - NEW FEE (f) Room setup fee (non-standard arrangement)…… $50.00
   - NEW FEE (g) After hours fee…….... $20.00/hour
2. OLD FEE $15 Eastman Foundation Conference Rm. per hour (2-hour minimum) $15-25.00
3. Gym Rentals

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

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

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

FEE DELETED ~~(2) Use of Locker Room/Showers (per day for Event) ……. $20.00~~

FEE DELETED ~~(3) Vendor fee for events with sales/tickets.....$15.00~~

(2) Tournament Rental, per day (10-hour maximum) …….. $300.00

OLD FEE $15 (3) Each additional hour after 10…… $15.00–$40.00

(4) Pickleball, per hour (2-hour minimum) includes nets……$40.00

(b) Gym #2 Rental – (Excludes Concession Rights)

(1) Gymnasium Usage, per hour (2-hour minimum) …… $40.00

FEE DELETED ~~(2) Use of Locker Room/Showers (per day for Event) ……. $20.00~~

FEE DELETED ~~(3) Vendor fee for events with sales/tickets.....$15.00~~

(2) Tournament Rental, per day (10-hour maximum) ……..…$400.00

OLD FEE $15 (3) Each additional hour after 10……$15.00 – $40.00

(4) Pickleball, per hour (2-hour minimum) includes nets……$40.00

REMOVED/ADDED LANGUAGE (c) Vendor Fee, ~~Gyms 1 and 2 per Event with Sales/Tickets~~ (including the sale

OLD FEE $35 of tickets) ……$50.00/vendor or $100/event

4. Field Rental

(a) Per Hour (3-hour minimum) …… $20.00

OLD FEE $2 (b) Event with Sales/Tickets, additional fee per hour $5.00

OLD FEE $50 (c) Use of Lights, per day .....$20.00-$75.00

5. Parking Lot without Gym/Bathroom Access *(Does not include tables and chairs)*

(a) 8-hour minimum……$100.00

(b) Additional time, per hour……...$20.00

OLD FEE $125 (c) Parking Lot with Bathroom Access……$150.00

B. Park Rentals

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

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

1. Borden Park

(a) Shelters Large (3-hour minimum)

(1) City residents, individual & groups, per hour, per shelter $10.00

OLD FEE $17 (2) Non-City resident, individuals & groups, Per hour, per shelter… $20.00

OLD FEE $2 (3) Event with Sales/Tickets, additional fee per hour ……..……$5.00

(b) Shelters Small (3-hour minimum)

(1) City resident, individual & groups, per hour, per shelter $8.00

OLD FEE $12 (2) Non-City resident, individuals & groups, per hour, per shelter $15.00

OLD FEE $2 (3) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

(c) Borden Park Disc Golf Course Tournament

OLD FEE $10 (1) Entry Fee, per person……...5.00-$15.00

REMOVED/ADDED LANGUAGE (2) Vendor Fee ~~Event with Sales/Tickets~~ (including the sale of tickets) OLD

FEE $20 ……$50/vendor or $100/event

(d) Community Center (3-hour minimum)

(1) City resident, individuals and groups, Per hour $30.00

OLD FEE $35 (2) Non-City resident, individuals and groups, Per hour.....$40.00

OLD FEE $2 (3) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

(e) Borden Park Grounds (3-hour minimum)

(1) Per hour.....$10.00-$50.00

(2) Exhibit rental, per hour.....$20.00-$60.00

OLD FEE $5 (3) Event with Sales/Tickets, additional fee per hour……$10.00

(f) Borden Park grounds with Community Center (3-hour minimum)

(1) Per hour…… $35.00-$70.00

(2) Exhibit rental, per hour…… ….. $40.00-$100.00

OLD FEE $5 (3) Event with Sales/Tickets, additional fee per hour……..$10.00

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

(a) City resident, per hour, per shelter each.....$15.00

OLD FEE $22 (b) Non-City resident, per hour, per shelter each…… $25.00

OLD FEE $2 (c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

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

(a) City resident, per hour, per shelter each.....$10.00

OLD FEE $17 (b) Non-City resident, per hour, per shelter each $20.00

OLD FEE $2 (c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

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

(a) City resident, per hour, per shelter each.....$10.00

OLD FEE $17 b) Non-City resident, per hour, per shelter each $20.00

OLD FEE $2 (c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

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

(a) Per hour $15.00

(b) Exhibit rental, per hour…… $25.00

OLD FEE $2 (c) Event with Sales/Tickets, additional fee per hour…… $5.00

6. Legion Park* (3-hour minimum)

(a) Per hour $15.00

(b) Exhibit rental, per hour……..25.00

OLD FEE $2 (c) Event with Sales/Tickets, additional fee per hour……$5.00

ADDED LANGUAGE 7. Ridgefields Park (excludes playground) (3-hour minimum)

(a) Per hour $15.00

(b) Exhibit rental, per hour $25.00

(c) Event with Sales/Tickets, additional fee per hour $2.00

REMOVED/ADDED LANGUAGE 8. ~~*Riverwalk/Greenbelt Shelter*~~ BlueCross Healthy Place at Riverwalk Park Shelters (3-hour minimum)

OLD FEE $10 (a) City resident, per hour, per shelter each.....$20.00

OLD FEE $17 (b) Non-City resident, per hour, per shelter each $30.00

OLD FEE $2 (c) Event with Sales/Tickets, additional fee per hour ..... ……$10.00

9. Preston Forest Park Shelter (3-hour minimum)

(a) City resident, per hour, per shelter each.....$10.00

OLD FEE $17 (b) Non-City resident, per hour, per shelter each $20.00

OLD FEE $2 (c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

10. Miracle Field Shelter (3-hour minimum)

(a) City resident, per hour, per shelter each.....$20.00

(b) Non-City resident, per hour, per shelter each $30.00

OLD FEE $5 (c) Event with Sales/Tickets, additional fee per hour ..... ……$10.00

11. Scott Adams Memorial Skate Park Shelter (3-hour minimum)

(a) City resident, per hour, per shelter each.....$10.00

OLD FEE $17 (b) Non-City resident, per hour, per shelter each $20.00

OLD FEE $2 (c) Event with Sales/Tickets, additional fee per hour……..…$5.00

REMOVED/ADDED LANGUAGE 12. ~~*Park permit for commercial operation/use, per month*~~ Facility use permit ..... $25.00-$100

NEW (a)Permit fee waived when vendor facility fee is paid.

NEW (b)Non-profit organizations……No Charge

OLD FEE $25 13. Special Event permit~~, *per Event*~~……$0.00-$75.00

MOVED TO 14 ~~*(a) Greenbelt and/or Trail Race (5K or less distance).....$300.00*~~

~~(b) Greenbelt and/or Trail Race (distances greater than 5K).....$500.00~~

(a) If actual City costs exceed the amount charged, the organizer will be assessed actual costs plus a 10% administrative fee.

NEW (b) Non-profit organizations / Expressive activities..... No Charge

NEW 14. Greenbelt

MOVED FROM 13 (a) Trail race (5K or less distance) $300.00

MOVED FROM 13 (b) Trail race (distance greater than 5K) $500.00

NEW (c) Other events/uses, per day.....$250.00-$500.00

NEW LANGUAGE 15. Centennial Park grounds (8-hour minimum)..... $400.00

(a) Additional time, per hour..... $50.00

NEW 16. BlueCross Healthy Place at Riverwalk Park grounds (8-hour minimum).$400.00

NEW (a) Additional time, per hour.....$50.00

OLD FEE $200.00 17. Brickyard Park per day (12-hour maximum) .....$120.00-$250.00

OLD FEE $200.00 18. Domtar Park per day (12-hour maximum) .....$120.00-$250.00

OLD FEE $100-200 19. Eastman Park at Horse Creek per day (12-hour maximum) ..... $120.00-$250.00

C. Summer Playground Program

1. City resident fee, per child, per session.....$100.00-$150.00
2. Non-City resident fee, per child, per session .....$120.00-$175.00

D. Home School Physical Education Class

1. Fee, per session, per student.....$20.00-$40.00

E. Community Center Class and Program Fees

1. Skilled Classes and Instructional Programs

OLD FEE $50 (a) per class/session, per student - City resident..... $5.00-$75.00

OLD FEE $5 (b) per class/session, per student - Non-City resident.....$10.00-$100.00

2. Day Camps

(a) per session, per student - City resident.....$5.00-$40.00

(b) per session, per student - Non-City resident.....$10.00-$45.00

3. Specialty Camps

(a) per session, per student - City resident.....$20.00-$100.00

(b) per session, per student - Non-City resident.....$25.00-$110.00

4. Specialty Programs and Special Events

(a) per participant - City Resident..... ..... $5.00-$30.00

(b) per participant - Non-City Resident..... .....$10.00-$35.00

F. Athletics

MOVED FROM F.11 1. Youth Registration Fee

NEW (a) Youth registration fee per sport .....$20.00-$50.00

NEW (b) Late registration fee (after deadline) .....$5.00-$25.00

OLD FEE $15-$50 (c) Equipment or uniform fee..... Actual Cost

2. Adult Basketball, Softball League & Flag Football Programs... $350.00-$450.00

(a) Non-Resident fee per person .....$10.00-$15.00

(b) Maximum Non-Resident fee per team $75.00

OLD FEE $150 3. Tournaments Fee, per team..... $75.00-$200.00

4. Basketball, 3 on 3 leagues

(a) Entry Fee, per team .....$85.00-$100.00

(b) Non-City resident fee, per person.....$2.00

5. 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

6. 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

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
(1) Non-City resident fee, per session $5.00
(b) Instruction-Children/teens (under 19), per session..... $20.00-$80.00
(1) Non-City resident fee, per session..... $5.00
(c) Youth Tennis League Program..... $15.00-$60.00
(1) Non-City resident fee..... $5.00

9. Tennis/Pickleball Tournament
(a) Entry fee, singles ..... $10.00-$40.00
(b) Entry fee, doubles ..... $20.00-$60.00

. 10. Tennis/Pickleball Courts Rental
(a) Individual court per hour (minimum 2-hours) $8.00
(b) Tournament Rental, per court (min. 4 courts, per day (10 hr max.) $40.00
(c) Each additional hour after 10-hours..... $2.00

REMOVE/ADD LANGUAGE
OLD FEE $15
(d) Vendor ~~*fee per event with Sales/Tickets*~~ (including the sale of tickets)
..... $50.00/vendor or $100.00/event

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
ADD LANGUAGE/OLD FEE $25
(1) Each additional hour after 12 (per field)..... $15.00-$40.00
(2) Use of lights, per day per field ..... $25.00-$75.00
OLD FEE $20
(3) Field drying material (per bag)..... $20.00-$30.00

(b) Soccer field rental, per day per field (excludes concession rights)
(12-hour maximum) ..... $85.00-$120.00
ADD LANGUAGE/OLD FEE $40
(1) Each additional hour after 12) (per field) $15.00-40.00
(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
OLD FEE $20-30
Horse Creek, per hour (2-hour minimum) ..... $25.00-$35.00

(f) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at
OLD FEE $50-75
Horse Creek per tournament..... $60.00-$85.00

(g) Rental of portable mounds per field, per tournament ..... $75.00-$100.00
(h) Rental of green/white portable fencing per field, per tournament/event.....$75.00-$100
(i) Rental of chain link portable fencing per field, per tournament/event.....$100.00
(j) Rental of white portable fencing (price per piece) $20.00
(k) Delivery charge for white fencing..... $50.00
(l) Set-up fee for white fencing (price per piece).....$20.00

REMOVE/ADD LANGUAGE
OLD FEE $100
(m) Vendor ~~selling~~ fee, ~~per tournament/Event per venue W/Sales/Tickets~~ (including the sale of tickets) ..... $125.00/vendor or $350.00/event

MOVED TO F.1.
~~12. Youth Registration Fee~~
~~(a) Youth registration fee per sport ..... .$20.00-$50.00~~
~~(b) Late registration fee (after deadline)..... $5.00-$25.00~~
~~(c) Equipment and Uniform Fee..... $15.00-$50.00~~

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

NOTE: Damage Deposit – 50% ($100.00 minimum) of rental fee may apply at the discretion of Parks and Recreation Management.
*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

REMOVE/ADD LANGUAGE
1. Mansion and Garden ~~Basic~~ Rental ~~(Corporate Meetings, Dinner Parties Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)~~ rates will vary based on season, day of the week, and time)

Fees Consolidated Below
~~(a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM $430.00~~
~~(b) 0-100 people, Monday-Thursday, 5 PM – 11 PM..... ..$600.00~~
~~(c) 0-100 people, Friday and Sunday..... $1,100.00~~
~~(d) 0-100 people, Saturday..... $1,200.00~~
~~(e) A flat fee of $50.00 will be charged for each event per facility which includes sales and/or tickets~~.
~~*Add $1.00 for each person over Event maximum~~.
~~Does not include use of the Heron Dome or the Amphitheater.~~

OLD FEES $430-$1200
(a) Daily rate (8-hours)..... $450.00-$1750.00
NEW FEE
(b) Hourly rate* (3-hour minimum)..... $75.00-$250.00
MOVED FROM 5 - OLD FEE $200-$300
(c) Heron Dome** (8-hours) (add on)..... $250.00-$350.00
MOVED FROM 11 – OLD FEE $250-$450
(d) Amphitheater** (8-hours) (add on) ..... $300.00-$500.00
OLD FEE $50
(e) Vendor fee (including sale of tickets)…$50.00/vendor or $150.00/event
*May not be booked more than 60 days out.
*Required to be added onto mansion & gardens rental. Minimum time for mansion & garden rental to be determined by management.

FEE DELETED
~~2. "The Allandale Experience" Rental (April – October Only)- includes Mansion, Harvey's Barn, Brooks Pavilion (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)~~
~~(a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM ..... $1,280.00~~
~~(b) 0-100 people, Monday – Thursday, 5:00 PM -11:00 PM..... $1,460.00~~
~~(c) 0-100 people, Friday and Sunday..... $2,120.00~~
~~(d) 0-100 people, Saturday..... $2,420.00~~
~~(e) A flat fee of $50.00 will be charged for each event per facility which includes sales and/or tickets.~~
~~*Add $1.00 for each person over Event maximum~~

FEE DELETED
~~3. Mansion & Garden Two Day Rental (April – October Only) (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)~~
~~(a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM ..... $860.00~~
~~(b) 0-100 people, Monday – Thursday, 5:00 PM -11:00 PM..... $1,200.00~~
~~(c) 0-100 people, Friday and Saturday ..... $2,300.00~~
~~(d) 0-100 people, Saturday and Sunday..... $2,300.00~~
~~(e) A flat fee of $50.00 will be charged for each event per facility which includes sales and/or tickets.~~

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

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

FEE DELETED ~~4. Single Space Rental (Minimum 3 Hours & Maximum 5 Hours)~~

~~(a) Hourly Rate ..... $60.00~~

~~(b) Use of kitchen (microwave & refrigerator ONLY), per event ..... $30.00~~

FEE DELETED ~~5. Heron Dome Rental Fees – Appropriate Mansion rental may apply~~

~~(a) Monday – Thursday ..... $200.00~~

~~(b) Friday and Sunday ..... $275.00~~

~~(c) Saturday ..... $300.00~~

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

2. Mansion Tour Fees

(a) Group tours, Monday – Friday, 8 AM – 4 PM .....$30.00 + $5.00/person

(b) Individual tours $6.00/person

MOVE TO 5 ~~7. Rehearsal Fees (all facilities and grounds)~~

~~(a) Monday – Thursday, 8 AM – 4 PM ..... $50.00/hour~~

~~(b) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) ..... $85.00/hour~~

ADD LANGUAGE 3. Barn Rental (April – October Only) (rates will vary based on season, day of the week, and time) .....

FEES CONSOLIDATED BELOW ~~(a) 0-100 people, Monday – Thursday ..... $450.00~~

~~(b) 0-100 people, Friday and Sunday ..... $550.00~~

~~(c) 0-100 people, Saturday ..... $650.00~~

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

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

OLD FEE $650 (a) Daily barn (8-hours) .....$450.00-$780.00

MOVED FROM 9-OLD FEES $425 (b) Daily barn gazebo (8-hours).....$225.00-$550.00

OLD FEES $50 (c) Vendor fee (including sale of tickets).....$50.00/vendor or $150.00/event

MOVE TO 3 ~~9. Barn Gazebo Rental~~

~~(a) Monday – Thursday ..... $225.00~~

~~(b) Friday and Sunday ..... $400.00~~

~~(c) Saturday ..... $425.00~~

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

~~Does not include use of Barn.~~

ADD LANGUAGE 4. Picnic Pavilion Rental (April – October Only) (rates will vary based on season, day of the week, and time)

FEES CONSOLIDATED BELOW ~~(a) 0-100 people, Monday – Thursday ..... $425.00~~

~~(b) 0-100 people, Friday and Sunday ..... $475.00~~

~~(c) 0-100 people, Saturday ..... $550.00~~

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

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

OLD FEE $425-$550 (a) Daily pavilion (8-hours) .....$450.00-$575.00

OLD FEE $50 (b) Vendor fee (including sale of tickets) ….$50.00/vendor or $150.00/event

MOVE TO 1 ~~11. Amphitheater Rental – Appropriate Mansion rental may apply.~~

~~(a) Monday-Thursday ..... $250.00~~

~~(b) Friday and Sunday ..... $275.00~~

~~(c) Saturday ..... $450.00~~

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

~~Does not include use of Mansion, Mansion gardens or Heron Dome.~~

MOVE TO 7 ~~12. Facility Charges for Events lasting more than designated time block (All facilities & grounds) $85.00/hour~~

ADD LANGUAGE 5. Photography and Rehearsal 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)

OLD FEE $60 Monday – Thursday, 4 PM – 9 PM, per hour (2-hour minimum). $60.00-80.00

(c) Non-Renters (use of house, gardens, grounds)

OLD FEE $85 Monday – Thursday, 8 AM – 4 PM, per hour (2-hour minimum) $85.00-105.00

(d) Non-Renters (OUTDOORS ONLY/garden, grounds)

OLD FEE $60 Monday – Thursday, 8 AM – 4 PM, per hour (2-hour minimum). $60.00-80.00

NEW FEE (e) All other times, per hour (allowed at the discretion of Management)….$100.00-150.00

6. Equipment Fees

(a) Folding Chairs, each $2.50
(b) Chivari Chairs, each..... $4.00
(c) Tables, each..... $8.00
(d) Piano and Disklavier, per Event $55.00

ADD LANGUAGE 7. ~~Promotional~~ Other Fees & Discounts

(a) Eighteen free bookings per year (to be used at the discretion of Management)

NEW (b) Facility Bundle; up to 15% off for renters who rent multiple Allendale facilities for the same event. (to be used at the discretion of Management)

MOVED FROM 12 -OLD FEE $85 (c) Facility fee for events lasting more than designated time block or single space rentals per hour ……..$100.00-$150.00

NEW (d) Cleaning fee (to be used at the discretion of Management) ……$250/event

NEW (e) Set-up fee ……$25.00-$100.00

8. 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

FEE DELETED ~~*17. Vendors Display Fee (flyers, calling cards, etc.)……$30.00/Year*~~

H. Dog Park

1. Registration

(a) City resident, first dog (annual fee).....$25.00
(b) City resident, per additional dog (annual fee) $15.00

OLD FEE $30 (c) Non-resident, first dog (annual fee) $35.00

OLD FEE $25 (d) Non-resident, per additional dog (annual fee).....$25.00

2. Key Cards, App Access and Tags

(a) Key card and additional app access, per card/app $15.00

OLD FEE $5 (b) Dog Park tag replacement, per tag $10.00

FEE DELETED ~~*3. Application Processing fee.....$1.00*~~

I. Bays Mountain Park

1. Entrance/Parking

(a) City resident, per car (fits in standard parking spot).....$7.00
(b) Non-City resident, per car (fits in standard parking spot).....$10.00
(c) Per bus (does not fit in standard parking spot) .....……..$15.00
(d) Per car (Military parking with valid ID)……FREE

2. Natural History and Planetarium programs

(a) Individual rates

(1) Planetarium (15 or more, group rate)* ..... $5.00 to $7.00
(2) Nature program (15 or more, group rate)*..... $2.00 to $10.00
(3) Barge ride* ..... $4.00 to $6.00
(4) Extended Nature Program (2-hours).....$6.00
(5) Day Camp……...$75 Weekly & Family Membership Pass
(6) Additional Day Camp Child……$65 Weekly
(7) Special Nature Programs*……$10.00-$40.00

*Dependent upon program may not provide member discount

(b) Schools – scheduled during normal school hours

(1) Out of county students – per student/per program.....$4.00

(2) Sullivan, Hawkins Counties & Kingsport, Bristol students..$2.00

(c) Special programs

(1) Planetarium (other than regularly scheduled times)……$350.00

(2) Barge rides (other than regularly scheduled times-40 people maximum).$250.00

(3) Association life members get one free barge ride during June, July and August after 6:00 p.m. *Must be pre-scheduled.*

(4) Animal Encounters……..……..…$10.00 to $250.00

(5) Instructional Classes……..……..…..…$20.00 to $150.00

3. Other Programming

(a) Canoe/Kayak Tour Programs…….……...$10.00 per person

(b) Canoe/Kayak Tour Programs (Park Members)…….……$5.00

4. Facilities rental

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

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

(a) Building/Rooms (per hour, 2-hour minimum)

(1) Classroom (maximum of 80 people) $35.00

(2) Farmstead (maximum of 100 people) $100.00

(3) Nature Center (maximum of 150 people).....$200.00

(4) Pavilion at LilyPad Cove-flat rate, four hour block (maximum 60-80 people, depending on set-up.) *Renter responsible for set-up & takedown. Includes parking for guests.*

(i) Monday-Thursday…….……$150.00

(ii) Friday thru Sunday…….……..$250.00

(iii) Additional rental time if needed, per hour……..…$75.00

(iv) Folding chairs, each…….$2.00

(v) Tables, each…….…$7.00

(5) Cabin/meeting room (maximum of 25 people) $50.00

(b) Other Facilities Rental

(1) Overnight camping, per group/per night (max 15 people).....$50.00

5. Park grounds

(a) Before hours (2-hour minimum)..... $150.00

(b) After hours (2-hour minimum) $150.00

6. Tour Groups

(a) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)…..…… $10.00

7. Annual Memberships

(a) Individual Membership……..$40.00

(b) Family Membership……..…$65.00

(c) Supporting Membership……....$125.00

(d) Lifetime Membership.....$1,200.00

8. Planetarium Show Leases……$100-$25,000

9. Commercial Photography Permit……..…….…$25.00

J. Senior Citizens Programs

1. Activity fee

(a) Resident..... $25.00

(b) Non-City, Sullivan County Resident $45.00

(c) Other..... $70.00

OLD FEE $25

2. Ceramic/Clay, yearly usage fee ..... $25.00-$125.00
3. Craft fee ..... *Cost of materials and instructor used in project*
4. Special Class Fee
   (a) Skilled classes, per semester ..... $30.00-$400.00
   (i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
   (b) Instructors' Salaries……60% maximum class fees or hourly rate
   (c) Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council
5. Non-service day trips, per person/per trip
   (a) Local $5.00
   (b) Non-local..... $13.00
   (c) Extended travel (administrative fee) $25.00
6. Locker Fee……...$15.00
7. Copies, per page..... $0.25

K. Lynn View Community Center

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

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

1. Gym Rentals

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

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

L. Kingsport Farmers Market

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

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

1. Pavilion Rental
    (a) Half Day: Monday–Sunday, 8AM–12 Midnight
        (*up to 8 hours will be considered a half day rental*).....$500.00
    (b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day
        (over 8 hours will be considered a full day rental).....$600.00
        (1) Prep/Take Down in addition to a full day……..…….....$125.00
    (c) Facility charges for Events lasting beyond the designated time block (all facilities and grounds) per hour……..……..……..$100.00
    (d) Pavilion & Carousel combo rental…….....$750.00
        Rental of pavilion and carousel must happen at the same time.
        (Includes Pavilion 8-hour rental from Option (b) listed above and Option M.2. listed in the next section: Carousel Special Events, nonpublic hours, 2 hr block)
2. Vendor – Daily Booth Rental Fees – Inside Pavilion
    (a) Wednesdays.....……$6.00
    (b) Saturdays .....…….$10.00
3. Vendor – Daily Booth Rental Fees – Outside Pavilion
    (a) Wednesdays .....……$5.00
    (b) Saturdays .....……..$8.00

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

M. Kingsport Carousel
1. Tokens for Rides……...$1.00
2. Special Events, non-public hours, per hour, minimum of 2-hours…….....$100.00
3. Special Events (2-hour duration) during public hours, w/unlimited rides…….....$100.00
4. Rental of Carousel Studio, per hour (3-hour minimum)……..…..$30.00
5. Pavilion & Carousel combo rental …….....$750.00
    Rental of pavilion and carousel must happen at the same time.
    (Includes Pavilion 8-hour rental from Option L.1.(b) listed in the previous section and Option 2 listed above).
6. One Year Membership…….…….$125.00

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

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

N. Kingsport Aquatic Center Events/Facilities

ADD LANGUAGE

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 Aquatic Center. A renter can be charged a cleaning fee that is equal to two hours of rental time if the renter does not leave the space in the same condition 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.

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 GROUP AMOUNT 15

(e) Group (more than 20 people)…… ….$5.00 each
(f) Last two hours of operation for the Indoor Pool outside of summer operational season:

(1) Under 48”……..…….$3.00
(2) 48” and above…….. ……$4.00
(3) Ages 55 & over …….. ……..$3.00

1. Seasonal Waterpark Passes (Summer Operational Season)
   (a) Under 48”…… ……$100.00
   (b) 48” and above…….. …….$125.00
   (c) Ages 55 & over..…… …. ……..$100.00
   (d) Family (4 within same household)…… $250.00
      (1) Additional person.....$15.00
   (e) Replacement card.....$5.00
2. Annual Memberships (ONE annual payment includes member rates on classes

LANGUAGE DELETED ~~and a 10% discount on facility rentals and concessions)~~

   (a) Under 48”……..……..…….. $230.00
   (b) 48” and above ……..…….... $300.00
   (c) Ages 55 & over.……..…… $230.00
   (d) Family (4 within same household)……..…… $475.00
      (1) Additional person (living in same household)…… $50.00
   (e) Replacement card.....$5.00
3. Monthly Memberships
   (a) Under 48”.....$30.00
   (b) 48” and above.....$35.00
   (c) Ages 55 & over.....$30.00
   (d) Family (4 within same household).....$70.00
      (1) Additional person (living in same household).....$15.00
   (e) Replacement card.....$5.00
4. Quarterly Memberships

OLD FEE $95 (a) Under 48”.....$85.00
OLD FEE $110 (b) 48” and above.....$100.00
OLD FEE $95 (c) Ages 55 & over.....$85.00
OLD FEE $215 (d) Family (4 within same household).....$205.00
      (1) Additional person (living in same household).....$15.00
   (e) Replacement card.....$5.00
5. Rentals
   (a) Room (includes tables and chairs) per hour … ……$50.00
   (b) Indoor Facility (minimum of 2 hrs)
      (1) 1-100 people, per hour ……$325.00
      (2) 101-250 people, per hour …….....$400.00
      (3) 251-400 / Corporation, per hour ……$500.00
   (c) Outdoor Facility (minimum of 2 hrs)
      (1) 1-100 people, per hour ……$450.00
      (2) 101-250 people, per hour …….. .....$550.00
      (3) 251-400 / Corporation, per hour ……$650.00
   (d) Outdoor Lap Pool (minimum of 2 hrs)
      (1) 1-100 people, per hour ……..…….……$175.00
      (2) 101-200 people, per hour ……..……..…… $250.00
   (e) Lap Lane
      (1) Short course, per hour (maximum of 8 swimmers/lane)…….. $12.00
      (2) Long course, per hour (maximum of 16 swimmers/lane) … …. $24.00
   (f) Swim Meet
      (1) Short Course
         (i) Whole Pool – 12 hours.....$1,500.00

(ii) Whole Pool – 5 hours.....$1,000.00
(iii) Half Pool – 12 hours.....$1,000.00
(iv) Half Pool – 5 hours.....$600.00

(2) Long Course
(i) Whole Pool – 12 hours (May 1-May 20) $2,500.00
(ii) Whole Pool – 12 hours (May 20-July 31) $2,750.00
(iii) Whole Pool – 5 hours (May 1-July 31) $1,500.00
(iv) Warm Pool – 5 hours (June 1-July 31 only) $600.00

(g) Cabana (Outdoor Waterpark Season)
(1) Full Day
(i) Monday-Thursday..... $75.00
(ii) Friday, Saturday, Sunday & Holidays..... $100.00
(2) Half Day
(i) Monday-Thursday..... $40.00
(ii) Friday $60.00

6. Swim Lessons
(a) Adaptive Swim Lessons (8 x 30-minute lessons)
(1) KAC Member..... .....$60.00
(2) YMCA Member..... .....$120.00
(3) Non-member..... .....$140.00

NEW FEE
(b) Adaptive Swim Lesson (4 x 30-minute sessions)
(1) KAC Member.....$35.00
(2) YMCA Member $60.00
(3) Non-member $80.00

(c) Group (8 classes w/ sibling discount of $5 each additional child)
(1) KAC Member.....$40.00/session
(2) YMCA Member.....$70.00/session
(3) Non-member.....$80.00/session

REMOVE/ADD LANGUAGE
(d) Private *(~~1 x 30 minute class or 6~~* 4 x 30-minute classes or 8 x 30 minute classes)
OLD FEE $30/$140 (1) KAC Member.....$100.00/$180.00
OLD FEE $40/$200 (2) YMCA Member.....$140.00/$240.00
OLD FEE $45/$240 (3) Non-Member..... $180.00/280.00

REMOVE/ADD LANGUAGE
(e) Semiprivate *(~~6~~* 4 x 30-minute classes or 8 x 30 minute classes for 2 students)
OLD FEE $170 (1) KAC Member.....$115.00/$225.00
OLD FEE $220 (2) YMCA Member.....$145.00/$290.00
OLD FEE $240 (3) Non-Member.....
$160.00/$320.00

(f) Group Swim Lessons Weekend (4 lessons discount of $2 each additional child)
(1) KAC Member..... $20.00
(2) YMCA Member..... $45.00
(3) Non-Member $55.00

(g) Additional Fee after registration deadline.....$10.00

7. Water Exercise Classes (60 minutes in length)

FEES DELETED
~~(a) Single Class~~
~~(1) KAC Member.....$2.00~~
~~(2) YMCA Member.....$6.00~~
~~(3) Non-Member.....$8.00~~

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~~(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~~

NEW (a) Water Aerobics Pass

(1) KAC Member……No Charge

(2) Non-member (10 scans)……$.45 00

NEW (b) Water Aerobics per Class

(1) KAC Member……No Charge

(2) Non-member……$5.00

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

OLD FEE $125 (1) KAC Member……$150.00-$250.00

OLD FEE $150 (2) YMCA Member……$175.00-$275.00

OLD FEE $175 (3) Non-Member……$200.00-$300.00

Each additional sibling will receive a $15.00 discount off the monthly fee.

REMOVE/ADD LANGUAGE 10. ~~*Junior Viperfish*~~ Tiger Sharks 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.

REMOVE FEES/ADD LANGUAGE 11. Training & Instructional Courses (instructional courses for certification)

OLD FEE $20-$275 (a) KAC/YMCA Member……$20.00-$325.00

OLD FEE$20-$325 (b) Non Member……$25.00-$425.00

(Section 11 Consolidated) (c) Fee will be waived if participant agrees to work for KAC

~~(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~~

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REMOVE/ADD LANGUAGE

12. Special Events

OLD FEE $10 (a) ~~*Facility events*~~ Family and community events (varies by event) $3.00-$20.00

OLD FEE $10-$80 (b) ~~*Swim meet entry fees*~~. Recreational & Competitive.....$15.00-$100.00

(1) Spectator fee…..$2.00-$5.00

13. Party Packages for up to 20 guests and room rental for 2 hours

OLD FEE $285 (a) Party Package…….. ……..…....$200.00-$285.00

(b) Party add ons.....$25.00-$50.00

OLD FEE $5 - (c) Additional guests over the first 20 will be charged the per person group rate..$5.00-$7.00

FEE DELETED ~~*14. Kingsport Senior Center Members receive a 20% discount for all aquatic classes*~~

14. 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

OLD GROUP AMOUNT 15/OLD FEE $5 (e) Group (more than 20 people), per person…… $7.00

(f) After 4 pm:

(1) Under 48”…….$5.00

(2) 48” and above……$6.00

(3) Ages 55 and over…….$5.00

15. 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

16. Group Rates (Organized & Reserved ahead of time)

(a) Non-profits/Government, per person.....$5.00

17. Visit Kingsport

(a) Fees for collegiate meets & special events held at KAC will be at a negotiated rate

(b) Warm Water Pool, per day.....$600.00

(c) Hytek Operator, per hour.....$30.00

(d) Timers, per hour.....$15.00

(e) Omni Board Operator, per hour.....$30.00

(f) Stroke & Turn Official, per hour.....$30.00

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

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

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

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

Chapter 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

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(b) Each additional cart, per month..... $8.00

Note: Additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on the first cart who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.

2. Inside City Multi-family Residential and Mobile Home Park Developments
   waste collected from 96-gallon carts, per cart, per month $12.00
3. Outside City/County residential waste collection from 96-gallon carts, per month

OLD FEE $23 (a) One Cart $25.00

(b) Each additional cart, per month..... $10.00

4. Business and Professional Complex collected

OLD FEE $23 (a) From 96-gallon carts, per month, per business, per cart $25.00

(b) From dumpster boxes .....

OLD FEE $25 (1) KHRA & Kingsport City Schools dumpster pickup……$27.50*

OLD FEE $25 (2) Commercial & Industrial dumpster pickup $27.50*

REMOVED LANGUAGE ~~**NOTE: The fees in this subsection are $20 until September 1, 2025...*~~

5. Wildlife Resistant Cart (*Note: This includes cart fee)*…….…….. $20.00

OLD FEE $105 6. Construction waste material, per ton……$150.00

Note: This fee will be assessed to the property owner for any construction waste placed on the right-of-way.

OLD FEE $100 7. Mixed pile at curb-items outside scope of service-move out/clean out-excessive material fee.$175.00

8. Appliance, Carpet, Discarded Furniture, per pickup .....Free

REMOVED LANGUAGE ~~*9. Carpet, per pickup ..... $25.00*~~

REMOVED LANGUAGE ~~*10. Discarded furniture, per pickup .....Free*~~

9. Backdoor Garbage pickup annual fee (to be billed monthly July 1 through June 30).$336.00

The annual backdoor garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee's Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

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

FEE DELETED ~~*12. Roll Off Containers*~~

~~*(a) Rental fee, per service ..... $480.00*~~

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

~~*Note: Customer will be required to pay $480.00 up front and before delivery of dumpster. The $480.00 covers the tipping fee for three tons, rental fee and pull fee for one service. One service is defined as customer calling to request roll off be emptied or 30 day rental threshold has been met, whichever comes first.*~~

~~*If additional rentals are needed the customer will need to pay another rental fee. Customer will be billed for additional tonnage over three tons.*~~

B. Demolition Landfill Fee and Charges

1. City residents will be allowed up to 12,000 lbs. per year (July 1 through June 30) to dump at the landfill with no tipping fee. The amount dumped will be tracked using the current city address. If an address exceeds 12,000 lbs., tipping fees will apply for additional tonnage.
2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs…… …...$35.00 (OLD FEE $30.00)
3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more (calculated on a per ton basis at a rate of per ton)…… …$70.00 (OLD FEE $65.00)
4. Tires
   - (a) 6 or less, each ……..…. ….$5.00 (OLD FEE $3.00)
   - (b) More than 6, per ton (cut or whole).. ..... ……..$300.00 (OLD FEE $225.00)

C. Annual application and permit fee (Contract collectors and haulers of solid waste).....$750.00
The annual fee must be submitted with the application. The fee is nonrefundable. Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30th day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application.

Chapter 114 - Zoning

A. Planning and Zoning Fees

1. Rezoning application fees:
   - ~~(a) *Any downsizing (from higher to lower density)..... $250.00*~~ (FEE DELETED)
   - (a) Any rezoning less than 20 acres…… $450.00
   - (b) Any rezoning over 20 acres…… ..$500.00
2. Board of Zoning Appeals
   - ~~*(a) Application for Special Exception .....$100.00*~~ (FEE DELETED)
   - ~~*(b) Application for Variance .....$100.00*~~ (FEE DELETED)
   - ~~*(c) Application for Administrative Review ..... ……$100.00*~~ (FEE DELETED)
   - (a) Called meeting.....$130.00
3. Historic Zoning Commission
   - (a) Case filed for hearing at HZC Meeting (except for construction or demolition of a principal structure) $75.00
   - (b) Case filed for hearing at HZC Meeting (for construction or demolition of a principal structure) $150.00
   - (c) Case filed for In-House Approval with HZC.....$15.00
4. Each case filed with the Gateway Review Committee……$75.00
5. Zoning Development Plan ~~*(if required):*~~ (REMOVE LANGUAGE)
   - (a) Preliminary .....$200.00 (OLD FEE $150)
   - (b) Full set of Construction Plans.....$300.00 (OLD FEE $200)
   - ~~*(c) Final……..... $50.00*~~ (MOVE TO (d))
   - (c) Resubmittal of previously approved construction plans..……$150.00 (NEW)
   - (d) Final……..……50.00
6. Communications tower
   - (a) New tower $425.00
   - (b) Co-located antennas $125.00

B. Subdivision fees

1. Preliminary Plat.....$200.00

2. Construction Plans……$300.00

NEW 3. Resubmittal of previously approved construction plans……$150.00

4. Final Plat (including minor subdivisions & Planned Developments)..... $30.00 per lot

5. Bond Recording Fee (per page).....$4.00

C. Right-of-Way Vacating application fee $100.00

D. Off-Premise Signs, Per Face.....$100.00

E. Zoning Verification Letter……..$25.00

F. Technology……..$7.00

G. Publication for Called Meeting of the Kingsport Regional Planning Commission.....…$130.00

H. Mural application……..$50.00

I. Surplus Property Application……..$50.00

J. Geographic Information Services (GIS) Fees:

1. Map Products

(a) Staff time, per hour.....$36.00

(b) Hard copy maps, standard sizes 48" x 36" (includes Kingsport Street Index Map & all Map Books)……$57.00

(c) Hard copy maps, custom sizes (per inch, by longest side)…….....$1.19

2. Geographic Data for commercial users 5%

(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)

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

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RESOLUTION NO. 2026-???

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. 2026-??? on June 16, 2026
Effective July 1, 2026, unless otherwise stated herein

Chapter 2 - Administration

A. Returned check handling charge.....$30.00
B. City Court
1. Court Costs (per case).....$85.00
2. Local Litigation fee.....$13.75
C. Public Records
1. Copy/Duplication
(a) Per page – black and white (more than 10 pages).....$0.15
(b) Per page – color (more than 10 pages).....$0.50
(c) Labor cost-in excess of one (1) hour-spent locating-retrieving-redacting-reproducing records……..…varies
D. Credit and Debit Card Transactions and Convenience Fees.....
1. Property Taxes Transactions Paid including real or personal
(a) Card Processing Fee for Property Taxes paid with a debit/credit card.....2.75%
E. Engineering
1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).
(a) Construction plans, specifications, bid form & associated documents……...…….$50.00

Chapter 6 - Alcoholic Beverages and Beer

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

Chapter 22 - Building and Building Regulations

A. Electrical
1. Permit fees
(a) Minimum electrical permit issuance fee.....$30.00
(b) Outlets, each.....$0.75
(c) Luminaires, strobe, horn, each $0.75
(d) Switches, each.....$0.75
(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.....$0.75
(l) Heating System/Generator/Solar/EV, per KW $1.00

(m) Cooling & refrigeration systems per tonnage.....$1.00
(n) Pool Electric.....$30.00
(o) Inspection fee per inspection……$3.00
(p) Additional inspections necessary due to noncompliant work…….$50.00
(q) Fee for Solar/Generator/EV install…….....$30.00 $5.00 per $1,000 of job cost

2. Technology Fee.....$7.00
3. Electricians
(a) Application review fee $30.00
(b) Electric contractor annual licensing fee $50.00
(c) Working without a permit.....DOUBLE PERMIT FEE

B. Gas
1. Gas permit fees
(a) Minimum gas permit issuance fee.....$30.00
(b) Conversion burners, heating boilers
(1) Up to & including 1,200 square feet of steam or 1,800 square feet of water.$20.00
(2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water.$25.00
(3) 5,001 to 25,000 square feet of steam $35.00
(4) Over 25,000 square feet of steam $45.00
(c) Conversion burners, power boilers
(1) Up to and including 5 horsepower $20.00
(2) 6 - 50 horsepower.....$25.00
(3) 51 - 150 horsepower.....$35.00
(4) Over 150 horsepower $45.00
(d) Furnaces
(1) Up to and including 100,000 BTU $15.00
(2) Over 100,000 BTU.....$25.00
(3) Floor furnace (one).....$15.00
(4) Each additional floor furnace (in same building).....$10.00
(e) Conversion burners, furnaces
(1) Up to and including 100,000 BTU.....$20.00
(2) 100,001 to 200,000 BTU.....$25.00
(3) Over 200,000 BTU.....$45.00
(f) Space heaters
(1) Up to and including 30,000 BTU.....$20.00
(2) 30,001 to 50,000 BTU.....$25.00
(3) Over 50,000 BTU.....$30.00
(4) Each additional space heater (in same building).....$10.00
(g) Unit heaters
(1) 50,000 - 200,000 BTU, each.....$20.00
(2) Over 200,000 BTU.....$25.00
(h) Accessory gas equipment
(1) Grills, dryers, ranges, fryers, logs, etc.....$15.00
(2) Pool heater up to 100,000 BTU $15.00
(3) Pool heater and other equipment over 100,000 BTU.....$25.00
(4) Water heater up to and including 100,000 BTU $15.00
(5) Water heater/boiler over 100,000 BTU $25.00
(6) Gas generator $25.00
(7) Unit heater up to & including 200,000 BTU.....$20.00
(8) Unit heater over 200,000 BTU $25.00
(9) Floor furnace, each.....$15.00
(10) Furnaces up to & including 100,000 BTU.....$15.00
(11) Furnaces over 100,000 BTU.....$25.00
(12) Space heaters up to 50,000 BTU.....$25.00

(13) Space heaters over 50,000 BTU.....$30.00
(14) Up to & including 500 gallon propane tank.....$15.00
(15) 501-1000 gallon propane tank $25.00
(16) 1001 gallon & up propane tank.....$30.00
(17) Fuel tank installation/removal, per tank.....$30.00

(i) Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):

(1) 20,000 - 200,000 BTU $20.00
(2) 200,001 - 300,000 BTU $25.00
(3) 300,001 - 1,000,000 BTU $30.00
(4) 1,000,001 - 5,000,000 BTU $35.00
(5) Over 5,000,000 BTU.....$40.00

(j) Pipe testing for gas installation

(1) Minimum fee for testing gas pipe installation $30.00

(k) Inspection fee per inspection…….$3.00
(l) Additional inspections necessary due to noncompliant work……..$50.00

2. Technology Fee…….$7.00
3. Gas Fitters

(a) Application review fee $30.00
(b) Annual licensing fee.....$50.00
(c) Working without a permit.....DOUBLE PERMIT FEE

C. Plumbing

1. Permit and inspection fees

(a) Minimum plumbing permit issuance fee $30.00
(b) Each fixture or opening into sewer line.....$5.00
(c) Water heater opening fee.....$5.00
(d) Additional inspections necessary due to noncompliant work…....$50.00
(e) Connection to the City sewer system (new & replacement)……..$30.00
(f) Connection to the City water system (new & replacement)……...$30.00
(g) Inspection fee per inspection…….$3.00

2. Technology Fee $7.00
3. Plumbers

(a) Application review fee $30.00
(b) Annual license fee.....$50.00
(c) Working without a Permit (all types) .....DOUBLE PERMIT FEE

D. Mechanical

1. Permit fees

(a) Minimum mechanical permit issuance fee.....$30.00
(b) Fee for heating/ventilating duct, air conditioning & refrigeration systems ....$30.00 + $5.00 per $1,000 of job cost
(c) Fee for sprinkler/fire suppression/fire alarm systems…$30.00 +$5.00 per $1,000 of job cost
(d) Hood Cleaning inspection.....$50.00
(e) Additional inspections necessary due to noncompliant work…....$50.00
(f) Fuel tank installation/removal…....$30.00 + $5.00 per $1,000 of job cost
(g) Boilers based on BTU input

(1) 33,000 (1 BHP) - 165,000 BTU (5 BHP).....$20.00
(2) 165,001 (5 BHP) - 330,000 BTU (10 BHP) $25.00
(3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP).....$30.00
(4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP).....$35.00
(5) Over 3,300,000 BTU.....$45.00

(h) Inspection fee per inspection……..…….$3.00

2. Technology Fee…….$7.00
3. Mechanical Installers

(a) Application review fee……..……..……$30.00
(b) Mechanical contractor annual licensing fee…….....……..…… $50.00
(c) Working without a permit.....DOUBLE PERMIT FEE

E. Building Permit Fees (includes grading permits)

1. Total Valuation
   (a) $1.00 - $2,000: minimum fee.....$30.00
   (b) $2,001 - $50,000: $30.00 for the first $2,000 plus $4.50 for each additional thousand or fraction thereof, up to & including $50,000
   (c) $50,001 - $100,000: $246.00 for the first $50,000 plus $3.50 for each additional thousand or fraction thereof, up to & including $100,000
   (d) $100,001 - $500,000: $421.00 for the first $100,000 plus $3.00 for each additional thousand or fraction thereof, up to & including $500,000
   (e) $500,001.00 and up: $1,621.00 for the first $500,000 plus $2.50 for each additional thousand or fraction thereof
   (f) Building without a Permit.....DOUBLE PERMIT FEE
   (g) Inspection fee per inspection……..…….$3.00
   (h) Additional inspections necessary due to noncompliant work…….$50.00
2. Contractors/Home Improvement Application Fee.....$30.00
3. Technology Fee $7.00
4. Moving of any building or structure.....$100.00
5. Demolition
   (a) Residential building or structure (30 day limit) $50.00
   (b) Commercial structure $100.00
   (c) Interior Demolition/Remodel Total Valuation
      (1) $1.00 - $2,000: minimum fee $30.00
      (2) $2,001 - $50,000: $30.00 for the first $2,000 plus $4.50 for each additional thousand or fraction thereof, up to & including $50,000
      (3) $50,001 - $100,000: $246.00 for the first $50,000 plus $3.50 for each additional thousand or fraction thereof, up to & including $100,000
      (4) $100,001 - $500,000: $421.00 for the first $100,000 plus $3.00 for each additional thousand or fraction thereof, up to & including $500,000
      (5) $500,001.00 and up: $1,621.00 for the first $500,000 plus $2.50 for each additional thousand or fraction thereof
6. Temporary structures, tents, banners, etc. (minimum fee) $30.00
   (a) Tents, 30-day maximum
   (b) Banners, 15-day maximum twice a year
7. Sign permits, per square foot (minimum $30 fee if less than 20 sq. ft.).....$1.00

F. Plans Review

1. Review Fee, Residential.....No Fee
2. Review Fee, Commercial & Multi-family (3 or more units) & grading/site plan based on construction value:
   (a) Up to $100,000 .....$25.00
   (b) $100,001 - $200,000.....$50.00
   (c) $200,001 - $300,000 .....$100.00
   (d) $300,001 - $400,000.....$150.00
   (e) $400,001 - $500,000.....$200.00
   (f) $500,001 - $1,000,000.....$250.00
   (g) $1,000,001 - $2,000,000 .....$300.00
   (h) $2,000,001 - $3,000,000 .....$350.00
   (i) $3,000,001 - $4,000,000 .....$400.00
   (j) $4,000,001 - $5,000,000 .....$500.00
   (k) $5,000,001 and above..... Value X 0.0001
   (l) Submittal of revisions after plans are approved..…..50% of Original Fee

G. Certificates of Occupancy
1. Residential……..…..…..No Fee
2. Commercial
(a) Permanent $30.00
(b) Temporary, 30 days maximum $50.00
(c) Temporary Extension, 15 days maximum.....$50.00
(d) Change of Use $30.00
H. Administrative fee to process & attach late filed documentation to permit…….$30.00
1. Application for Board of Adjustments & Appeals…….…….$100.00
2. Advice Call (applies to ALL permits)…….……$30.00
I. Application for Board of Adjustments & Appeals……..…….$100.00
J. Advice Call (Applies to all permits)……..……..$30.00

Chapter 26 - Businesses

A. Massage parlor permit application* $250.00
B. Fortunetellers, Clairvoyants and Similar Pursuits permit application*……..$250.00
C. Commercial Pedal Carriage permit application*…….$50.00
1. Annual renewal fee $20.00
**These permits shall remain valid for one year after issuance. All application filing fees are nonrefundable.*

Chapter 42 – Fire Prevention and Protection

A. Food trucks/trailers
1. Initial annual inspection.....$150.00
2. Annual renewal $50.00
3. Three (3) -day permit $75.00
B. To hire a Firefighter for special events/details, per hour (3 hour minimum).....$60.00
Note: All requests are subject to Fire Department review/approval & require a minimum 48 hour notice.

Chapter 50 – Law Enforcement

A. To hire a Police Officer for special events/details, per hour (3 hour minimum)….$60.00
Note: All requests are subject to Police Department review/approval & require a minimum 48 hour notice.

Chapter 54 – Library

A. Library User Fees
1. Outside of service area (50 miles) fee, per year.....$10.00
2. Overdue fines
(a) Charge per day, each book or other non-video/film circulating item (maximum $5.00 each Adult item or Juvenile item)..... $0.20
(b) Charge per hour, laptop in house use late fee……...$0.50
(c) *Charge per day, each DVD (max. $5 each DVD).....$0.20
(d) *Charge per day, each video game (max $5.00 each video game)..$1.00
*NOTE: DVD/Video games MUST be returned to designated areas. If returned to the book drop…… (Replacement cost – if damaged)+$3.00
3. Lost material fees
(a) Collection materials, plus replacement cost $10.00
(b) Library Card replacement.....$3.00
4. Duplication fee
(a) Photocopying or printing per page $0.20
(b) Microfilm or microfiche copying per page $0.20

(c) Color Copy per page $0.50
(d) Fax per page $1.00
5. Auditorium use, per hour, Commercial $50.00
6. Board Room, per hour, Commercial $25.00
7. 3D Printer
(a) Per Gram of Filament $0.20
(b) Per Print Request $1.00
8. Makerspace
(a) Buttons $0.50
(b) Magnets $0.50
(c) Cricut Page $1.50
(d) Laminator, per inch of material (6 inch minimum) $0.50
9. Hotspot Pack
(a) Hotspot Checkout, 7 days $10.00
(b) Hotspot Overdue, per day $5.00
(c) Hotspot Maximum Overdue Fee $25.00
(d) Hotspot returned anywhere but to Library Staff $25.00
(e) Lost Hotspot USB Cable ..... Replacement cost + $10.00
(f) Lost Hotspot Charger ..... Replacement cost + $10.00
(g) Lost Hotspot Carrying Case ..... Replacement cost + $10.00
(h) Lost Hotspot ..... Replacement cost + $10.00
10. Library of Things and STEM Kits
(a) Overdue fine, per day $5.00
(b) Maximum fine $25.00
(c) Returning anywhere but to Library staff $5.00
(d) Lost item ..... Replacement cost + $10.00
11. Programs ..... $1.00-$50.00

B. Archives User Fees
1. Publication (print, electronic, video or film) use fee, images
(a) For profit corporations, partnerships, businesses or individuals
(1) Editorial (i.e. within a published work), per item $5.00
(2) Non-editorial (i.e. posters, brochures, etc.), per item $5.00
(b) Non-profit corporations, organizations, government agencies or individuals
(1) Editorial, educational, personal, per item $1.00
(2) Non-editorial, per item $1.00
2. Videotaping or filming onsite fee
(a) For profit set up ..... No charge
(b) For profit pull fee per item ..... No charge
(c) Non-profit, set up fee only ..... No charge
3. Duplication fee, photocopying, per page $0.20
4. Duplication fee, scanning, per image $0.25
5. Duplication fee, slides
(a) For profit per group of 10 slides $5.00
(b) Non-profit per group of 10 slides. $5.00
6. Postage and handling fee
(a) Requested mail orders ..... Cost of postage/supplies
(b) Handling fee
(1) Total order cost of $10.00 or less $2.00
(2) Total order cost between $10.00 and $20.00 ..... $3.00
(3) Total order cost of $20.00 or more $4.00
(4) Certified mail (large orders) $7.00

*NOTE: The Library Commission has the authority to add or modify any fees in Chapter 54 – Library.

Chapter 58 - Manufactured Homes and Trailers

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

Chapter 62 – Offenses and Nuisances

State Law References:
(a) Tennessee Sexual Offender and Violent Sexual Offender Registration Verification and Tracking Act of 2004
(b) Tennessee Code Annotated Title 40 Chapter 39 Section 204

A. Sexual offender registration fee.....$200.00
B. Violent sexual offender registration fee.....$200.00

Chapter 66 – Parks and Recreation

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

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

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

CULTURAL ARTS EVENTS/FACILITIES:

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

B. Kingsport Renaissance Center
*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.
*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.
1. Room Rentals. Room rentals shall be subject to the following conditions:
(a) Fees are per hour.
(b) 3-hour minimum rental unless otherwise noted. Plus base fee = 1 hour rental.
(c) At the discretion of Renaissance Center Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter doesn't leave the space in the same condition as it was on arrival.

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

2. Specialty Areas
    (a) Gymnasium, per hour (2 hour minimum) $40.00
    (b) Theatre, per hour (3-hour minimum).....$40.00
        Theater rentals shall be subject to the following conditions:
        (1) Rental of the theater includes use of the house lights only.
        (2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.
    (c) First Floor Courtyard (3-hour minimum).....$200.00
    (d) Second and Third Floor Atriums (3-hour minimum).....$30.00
        (1) Rental must be in conjunction with another room rental
        (2) Certain activities may be restricted.
3. Equipment Rentals
    (a) Piano rental, per use.....$30.00
4. Marquee, 3-day minimum per side.....$30.00
5. Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of $50.00)…….……$50.00

PARK AND RECREATION EVENTS/FACILITIES:

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

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

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

1. Douglass Room – (Includes Tables and Chairs)
    (a) City residents, individual & groups, per hour (3-hour minimum)..…$40.00
    (b) Non-City residents, individual & groups, per hour (3-hour minimum)…$60.00
    (c) Equipment Fees
        (1) LCD projector and screen, per Event..... $40.00
    (d) Catering Kitchen
        (1) Use w/Douglass Room for food preparation, per Event……..$40.00
    (e) Event with Sales/Tickets, additional fee per hour.....$10.00
    (f) Room setup fee (non-standard arrangement)……$50.00
    (g) After hours fee, per hour……..…….$20.00
2. Eastman Foundation Conference Room per hour (2-hour minimum)..…$15.00-25.00
3. Gym Rentals

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

    (a) Gym #1 Rental – (Excludes Concession Rights)
        (1) Gymnasium Usage, per hour (2-hour minimum).....$30.00
        (2) Tournament Rental, per day (10-hour maximum)…..……$300.00
        (3) Each additional hour after 10……..……..$15.00 – $40.00
        (4) Pickleball, per hour (2-hour minimum) includes nets……$40.00
    (b) Gym #2 Rental – (Excludes Concession Rights)
        (1) Gymnasium Usage, per hour (2-hour minimum)…….……$40.00
        (2) Tournament Rental, per day (10-hour maximum)……..…$400.00
        (3) Each additional hour after 10……...$15-40.00
        (4) Pickleball, per hour (2-hour minimum) includes nets……$40.00
    (c) Vendor Fee (including the sale of tickets).....$50.00/vendor or $100.00/event
4. Field Rental
    (a) Per Hour (3-hour minimum).....$20.00
    (b) Event with Sales/Tickets, additional fee per hour $5.00

(c) Use of Lights, per day .....$20.00-$75.00

5. Parking Lot without Gym/Bathroom Access *(Does not include tables and chairs)*

(a) 8-hour minimum……$100.00

(b) Additional time, per hour……...$20.00

(c) Parking Lot with Bathroom Access……$150.00

B**.** Park Rentals

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

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

1. Borden Park

(a) Shelters Large (3-hour minimum)

(1) City residents, individual & groups, per hour, per shelter $10.00

(2) Non-City resident, individuals & groups, Per hour, per shelter…$20.00

(3) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

(b) Shelters Small (3-hour minimum)

(1) City resident, individual & groups, per hour, per shelter $8.00

(2) Non-City resident, individuals & groups, per hour, per shelter…….$15.00

(3) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

(c) Borden Park Disc Golf Course Tournament

(1) Entry Fee, per person .....$5.00-$15.00

(2) Vendor Fee (including the sale of tickets).$50.00/vendor or $100.00/event

(d) Community Center (3-hour minimum)

(1) City resident, individuals and groups, Per hour $30.00

(2) Non-City resident, individuals and groups, Per hour.....$40.00

(3) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

(e) Borden Park Grounds (3-hour minimum)

(1) Per hour.....$10.00-$50.00

(2) Exhibit rental, per hour.....$20.00-$60.00

(3) Event with Sales/Tickets, additional fee per hour $10.00

(f) Borden Park grounds with Community Center (3-hour minimum)

(1) Per hour…….$35.00-$70.00

(2) Exhibit rental, per hour…… ….. $40.00-$100.00

(3) Event with Sales/Tickets, additional fee per hour...……..$10.00

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

(a) City resident, per hour, per shelter each.....$15.00

(b) Non-City resident, per hour, per shelter each $25.00

(c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

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

(a) City resident, per hour, per shelter each.....$10.00

(b) Non-City resident, per hour, per shelter each $20.00

(c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

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

(a) City resident, per hour, per shelter each.....$10.00

(b) Non-City resident, per hour, per shelter each $20.00

(c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

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

(a) Per hour $15.00

(b) Exhibit rental, per hour $25.00

(c) Event with Sales/Tickets, additional fee per hour $5.00

6. Legion Park* (3-hour minimum)

(a) Per hour $15.00
(b) Exhibit rental, per hour $25.00
(c) Event with Sales/Tickets, additional fee per hour $5.00

7. Ridgefields Park (excludes playground) (3-hour minimum)
(a) Per hour $15.00
(b) Exhibit rental, per hour $25.00
(c) Event with Sales/Tickets, additional fee per hour $2.00

8. Blue Cross Healthy Place at Riverwalk Park Shelters (3-hour minimum)
(a) City resident, per hour, per shelter each.....$20.00
(b) Non-City resident, per hour, per shelter each $30.00
(c) Event with Sales/Tickets, additional fee per hour ..... ……$10.00

9. Preston Forest Park Shelter (3-hour minimum)
(a) City resident, per hour, per shelter each.....$10.00
(b) Non-City resident, per hour, per shelter each $20.00
(c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

10. Miracle Field Shelter (3-hour minimum)
(a) City resident, per hour, per shelter each.....$20.00
(b) Non-City resident, per hour, per shelter each $30.00
(c) Event with Sales/Tickets, additional fee per hour ..... ……$10.00

11. Scott Adams Memorial Skate Park Shelter (3-hour minimum)
(a) City resident, per hour, per shelter each.....$10.00
(b) Non-City resident, per hour, per shelter each $20.00
(c) Event with Sales/Tickets, additional fee per hour ..... ……$5.00

12. Facility use permit…….$25.00-$100.00
(a) Permit fee waived when vendor facility fee is paid
(b) Non-profit organizations……..…….No Charge

13. Special Event permit…….$0.00 - $75.00
(a) If actual City costs exceed the amount charged, the organizer will be assessed actual costs plus a 10% administrative fee.
(b) Non-profit organizations / Expressive activities……No Charge

14. Greenbelt
(a) Trail Race (5K or less distance)…….……..……..$300.00
(b) Trail Race (distance greater than 5K)…….……..$500.00
(c) Other events/uses, per day…..……..……$250.00-$500.00

15. Centennial Park Grounds (8-hour minimum)……$400.00
(a) Additional time, per hour……..…….$50.00

16. BlueCross Healthy Place at Riverwalk Park grounds (8-hour minimum)…....$400.00
(a) Additional time, per hour……..…$50.00

17. Brickyard Park per day (12-hour maximum)..……..……...$120.00-$250.00

18. Domtar Park per day (12-hour Maximum)……... $120.00-$250.00

19. Eastman Park at Horse Creek per day (12-hour Maximum)…..$120.00-$250.00

C. Summer Playground Program
1. City resident fee, per child, per session.....$100.00-$150.00
2. Non-City resident fee, per child, per session.....$120.00-$175.00

D. Home School Physical Education Class
1. Fee, per session, per student.....$20.00-$40.00

E. Community Center Class and Program Fees
1. Skilled Classes and Instructional Programs
(a) per class/session, per student - City resident……..$5.00-$75.00
(b) per class/session, per student - Non-City resident…....$10.00-$100.00

2. Day Camps
(a) per session, per student - City resident.....$5.00-$40.00

(b) per session, per student - Non-City resident.....$10.00-$45.00

3. Specialty Camps

(a) per session, per student - City resident……$20.00-$100.00

(b) per session, per student - Non-City resident……$25.00-$110.00

4. Specialty Programs and Special Events

(a) per participant - City Resident…… ..... ….. $5.00-$30.00

(b) per participant - Non-City Resident…… .....$10.00-$35.00

F. Athletics

1. 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 or uniform fee……Actual Cost

2. Adult Basketball, Softball League & Flag Football Programs..$350.00 - $450.00

(a) Non-Resident fee per person..……$10.00 - $15.00

(b) Maximum Non-Resident fee per team……..$75.00

3. Tournaments fee, per team……..$75.00 - $200.00

4. Basketball, 3 on 3 leagues

(a) Entry Fee, per team .....$85.00-$100.00

(b) Non-City resident fee, per person.....$2.00

5. 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

6. 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

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

(1) Non-City resident fee, per session..... $5.00

(b) Instruction-Children/teens (under 19), per session.....$20.00-$80.00

(1) Non-City resident fee, per session..... $5.00

(c) Youth Tennis League Program.....$15.00-$60.00

(1) Non-City resident fee.....$5.00

9. Tennis/Pickleball Tournament

(a) Entry fee, singles .....$10.00-$40.00

(b) Entry fee, doubles .....$20.00-$60.00

. 10. Tennis/Pickleball Courts Rental

(a) Individual court per hour (minimum 2 hours) $8.00

(b) Tournament Rental, per court (min. 4 courts, per day (10 hr. max.) $40.00

(c) Each additional hour after 10 hours.....$2.00

(d) Vendor fee (including the sale of tickets).....$50.00/vendor or $100.00/event

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(per field)……..$15.00-$40.00
(2) Use of lights, per day per field ....$25.00-$75.00
(3) Field drying material (per bag)..…….....….$20.00 -$30.00

(b) Soccer field rental, per day per field (excludes concession rights)
(12-hour maximum) ..... $85.00-$120.00
(1) Each additional hour after 12 (per field)……..…$15.00 - $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) ……...$25.00-$35.00

(f) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament..... $60.00-$85.00

(g) Rental of portable mounds per field, per tournament ..... $75.00-$100.00

(h) Rental of green/white portable fencing per field, per tournament/event…...$75.00-$100

(i) Rental of chain link portable fencing per field, per tournament/event.....$100.00

(j) Rental of white portable fencing (price per piece) $20.00

(k) Delivery charge for white fencing..... $50.00

(l) Set-up fee for white fencing (price per piece).....$20.00

(m) Vendor fee (including the sale of tickets)……..$125.00/vendor or $350.00/event

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

NOTE: Damage Deposit – 50% ($100.00 minimum) of rental fee may apply at the discretion of Parks and Recreation Management.
*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Mansion and Garden Rental (rates will vary based on season, day of the week & time).
(a) Daily rate (8 hours)..……$450.00 - $1750.00
(b) Hourly rate* (3-hour minimum) ……$75.00-$250.00
(c) Heron Dome** (add on) (8 hours)……..$250.00-$350.00
(d) Amphitheater**(add on) (8 hours)…….$300.00-$500.00
(e) Vendor fee (including sale of tickets)….$50.00/vendor or $150.00/event
*May not be booked more than 60 days out.
**Required to be added onto mansion & gardens rental. Minimum time for mansion & garden rental to be determined by management.

2. Mansion Tour Fees
(a) Group tours, Monday–Friday, 8 AM–4 PM
(1) Group fee (plus per person fee) $30.00
(2) Per person $5.00
(b) Individual tours, per person $6.00

3. Barn Rental (April–October only) rates will vary based on season, day of week & time)
(a) Daily barn (8 hours)……$450.00-$780.00
(b) Daily barn gazebo (8 hours)……..……$225.00-$550.00

(c) Vendor fee (including sale of tickets)……..…..$50.00/vendor or $150.00/event

4. Picnic Pavilion Rental (April–October only) (rates will vary based on season, day of week & time)
   (a) Daily pavilion (8 hours)……..……$450.00-$575.00
   (b) Vendor fee (including sale of tickets)….$50.00/vendor or $150.00/event
5. Photography and Rehearsal 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, per hour (2-hour minimum)… $60.00-$80.00
   (c) Non-Renters (use of house, gardens, grounds)
   Monday–Thursday, 8 AM–4 PM per hour (2-hour minimum)…$85.00-$105.00
   (d) Non-Renters (OUTDOORS ONLY/garden, grounds)
   Monday–Thursday, 8 AM–4 PM per hour (2-hour minimum).... $60.00-$80.00
   (e) All other times, per hour (allowed at the discretion of management).$100.00-$150.00
6. Equipment Fees
   (a) Folding Chairs, each $2.50
   (b) Chivari Chairs, each..... $4.00
   (c) Tables, each..... $8.00
   (d) Piano and Disklavier, per Event $55.00
7. Other Fees & Discounts
   (a) Eighteen free bookings per year (to be used at the discretion of Management)
   (b) Facility Bundle: up to 15% off for renters who rent multiple Allendale facilities for the same event (to be used at the discretion of management).
   (c) Facility fee for events lasting more than designated time block or single space rentals, per hour……..……..$100.00-$150.00
   (d) Cleaning fee, per event (to be used at the discretion of management)…….$250.00
   (e) Set-up fee……..……..$25.00-$100.00
8. 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

H. Dog Park
1. Registration
   (a) City resident, first dog (annual fee).....$25.00
   (b) City resident, per additional dog (annual fee) $15.00
   (c) Non-resident, first dog (annual fee) $35.00
   (d) Non-resident, per additional dog (annual fee).....$25.00
2. Key Cards, App Access and Tags
   (a) Key card and additional app access, per card/app $15.00
   (b) Dog Park tag replacement, per tag.....$10.00

I. Bays Mountain Park
1. Entrance/Parking
   (a) City resident, per car (fits in standard parking spot).....$7.00
   (b) Non-City resident, per car (fits in standard parking spot).....$10.00
   (c) Per bus (does not fit in standard parking spot) .....……..$15.00
   (d) Per car (Military parking with valid ID)……FREE
2. Natural History and Planetarium programs
   (a) Individual rates
      (1) Planetarium (15 or more, group rate)* ..... $5.00 to $7.00
      (2) Nature program (15 or more, group rate)*..... $2.00 to $10.00
      (3) Barge ride* ..... $4.00 to $6.00
      (4) Extended Nature Program (2 hours) $6.00

(5) Day Camp……...$75 Weekly & Family Membership Pass
(6) Additional Day Camp Child……$65 Weekly
(7) Special Nature Programs*……$10.00-$40.00
*Dependent upon program may not provide member discount

(b) Schools – scheduled during normal school hours
(1) Out of county students – per student/per program.....$4.00
(2) Sullivan, Hawkins Counties & Kingsport, Bristol students..$2.00

(c) Special programs
(1) Planetarium (other than regularly scheduled times)……$350.00
(2) Barge rides (other than regularly scheduled times-40 people maximum).$250.00
(3) Association life members get one free barge ride during June, July and August after 6:00 p.m. *Must be pre-scheduled.*
(4) Animal Encounters……$10.00 to $250.00
(5) Instructional Classes……$20.00 to $150.00

3. Other Programming
(a) Canoe/Kayak Tour Programs……...$10.00 per person
(b) Canoe/Kayak Tour Programs (Park Members)……$5.00

4. Facilities rental
NOTE: 50% of rental fee due at time of reservation. Deposit will count towards total fee. Deposit is not refundable if canceled less than a week prior to reservation date.
* At the discretion of Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.

(a) Building/Rooms (per hour-2 hour minimum)
(1) Classroom (maximum of 80 people) $35.00
(2) Farmstead (maximum of 100 people) $100.00
(3) Nature Center (maximum of 150 people).....$200.00
(4) Pavilion at LilyPad Cove-flat rate, four hour block (maximum 60-80 people, depending on set-up.) *Renter responsible for set-up/takedown. Includes parking for guests.*
(i) Monday-Thursday……$150.00
(ii) Friday thru Sunday……...$250.00
(iii) Additional rental time if needed, per hour……..….$75.00
(iv) Folding chairs, each……$2.00
(v) Tables, each……$7.00
(5) Cabin/meeting room (maximum of 25 people) $50.00

(b) Other Facilities Rental
(1) Overnight camping, per group/per night (max 15 people).....$50.00

5. Park grounds
(a) Before hours (2-hour minimum)..... $150.00
(b) After hours (2-hour minimum) $150.00

6. Tour Groups
(a) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)…..…… $10.00

7. Annual Memberships
(a) Individual Membership……..$40.00
(b) Family Membership……..…$65.00
(c) Supporting Membership……....$125.00
(d) Lifetime Membership.....$1,200.00

8. Planetarium Show Leases……$100-$25,000
9. Commercial Photography Permit……..…….…$25.00

J. Senior Citizens Programs
1. Activity fee
(a) Resident..... $25.00

(b) Non-City, Sullivan County Resident $45.00
(c) Other $70.00

2. Ceramic/Clay, yearly usage fee……..……$25.00-$125.00
3. Craft fee ..... *Cost of materials and instructor used in project*
4. Special Class Fee
   (a) Skilled classes, per semester ..... $30.00-$400.00
   (i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
   (b) Instructors' Salaries……60% maximum class fees or hourly rate
   (c) Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council
5. Non-service day trips, per person/per trip
   (a) Local $5.00
   (b) Non-local $13.00
   (c) Extended travel (administrative fee) $25.00
6. Locker Fee……...$15.00
7. Copies, per page $0.25

K. Lynn View Community Center

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

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

1. Gym Rentals
   NOTE: Deposit – $50 per gym, per day may apply at the discretion of the Facility Management.
   (a) Per hour (2-hour minimum) $30.00
   (b) Pickleball, per hour (2-hour minimum) includes nets $40.00
   (c) Tournament Rental, per day (10-hour maximum)……..……..… $300.00
   (d) Each additional hour after 10……..……. $15.00
   (e) Vendor Fee for Events with Sales/Tickets $15.00
2. Cafeteria Rental
   (a) Per hour (3-hour minimum) $20.00
   (b) Event with Sales/Tickets, additional fee per hour……..……..…$5.00
3. Multipurpose Room Rental
   (a) Per hour (3-hour minimum) ..... $10.00-$15.00
   (b) Event with Sales/Tickets, additional fee per hour……..……$5.00
4. Auditorium Rental
   (a) Per hour (3 hour minimum) $30.00
   (b) Event with Sales/Tickets, additional fee per hour…….....……$5.00
5. Football Field Rental
   (a) Per hour (3 hour minimum) $50.00
   (b) Vendor Fee for Events with Sales/Tickets $35.00
   (c) Use of lights per day $30.00
6. Lower Baseball Field Rental
   (a) Per hour $20.00
   (b) Vendor Fee for Events with Sales/Tickets $15.00

L. Kingsport Farmers Market

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

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

1. Pavilion Rental
    (a) Half Day: Monday–Sunday, 8AM–12 Midnight
        (*up to 8 hours will be considered a half day rental*).....$500.00
    (b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day
        (over 8 hours will be considered a full day rental).....$600.00
        (1) Prep/Take Down in addition to a full day……..……....$125.00
    (c) Facility charges for Events lasting beyond the designated time block (all facilities and grounds) per hour……..……..……..$100.00
    (d) Pavilion & Carousel combo rental…….....$750.00
        Rental of pavilion and carousel must happen at the same time.
        (Includes Pavilion 8 hour rental from Option (b) listed above and Option M.2. listed in the next section: Carousel Special Events, nonpublic hours, 2 hr block)
2. Vendor – Daily Booth Rental Fees – Inside Pavilion
    (a) Wednesdays.....……..……$6.00
    (b) Saturdays .....…….$10.00
3. Vendor – Daily Booth Rental Fees – Outside Pavilion
    (a) Wednesdays .....……..……..……$5.00
    (b) Saturdays .....…….$8.00

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

M. Kingsport Carousel

1. Tokens for Rides……...$1.00
2. Special Events, non-public hours, per hour, minimum of 2 hours…….....$100.00
3. Special Events (2 hour duration) during public hours, w/unlimited rides…..…....$100.00
4. Rental of Carousel Studio, per hour (3 hour minimum)……..…..$30.00
5. Pavilion & Carousel combo rental …….....$750.00
   Rental of pavilion and carousel must happen at the same time.
   (Includes Pavilion 8 hr rental from Option L.1.(b) listed in the previous section & Option 2 listed above).
6. One Year Membership…….$125.00

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

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

N. Kingsport Aquatic Center Events/Facilities

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 damages to facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center. A renter can be charged a cleaning fee that is equal to two hours of rental time 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. 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 20 people), each……$5.00
    (f) Last two hours of operation for the Indoor Pool <u>outside of summer operational season</u>:
        (1) Under 48”…….....……..$3.00
        (2) 48” and above……..…….. ……$4.00
        (3) Ages 55 & over ……..... ……..$3.00
2. Seasonal Waterpark Passes (Summer Operational Season)

(a) Under 48”…… ...…..……$100.00
(b) 48” and above…….. ……$125.00
(c) Ages 55 & over..…… .... ……..$100.00
(d) Family (4 within same household)…… $250.00
(1) Additional person.....$15.00
(e) Replacement card.....$5.00

3. Annual Memberships (ONE annual payment includes member rates on classes and a 10% discount on facility rentals and concessions)
(a) Under 48”……..…….....…..…… $230.00
(b) 48” and above ……..…….…….... $300.00
(c) Ages 55 & over……..…...…...……..…..… $230.00
(d) Family (4 within same household)……..…… $475.00
(1) Additional person (living in same household)……. $50.00
(e) Replacement card.....$5.00

4. Monthly Memberships
(a) Under 48”.....$30.00
(b) 48” and above.....$35.00
(c) Ages 55 & over $30.00
(d) Family (4 within same household) $70.00
(1) Additional person (living in same household).....$15.00
(e) Replacement card.....$5.00

5. Quarterly Memberships
(a) Under 48”……..……..$85.00
(b) 48” and above……..……$100.00
(c) Ages 55 & over $85.00
(d) Family (4 within same household) $205.00
(1) Additional person (living in same household).....$15.00
(e) Replacement card.....$5.00

6. Rentals
(a) Room (includes tables and chairs) per hour…...……$50.00
(b) Indoor Facility (minimum of 2 hrs.)
(1) 1-100 people, per hour ……..$325.00
(2) 101-250 people, per hour …….....$400.00
(3) 251-400 / Corporation, per hour ……...$500.00
(c) Outdoor Facility (minimum of 2 hrs.)
(1) 1-100 people per hour ……$450.00
(2) 101-250 people, per hour …….....$550.00
(3) 251-400/Corporation, per hour ……$650.00
(d) Outdoor Lap Pool (minimum of 2 hrs.)
(1) 1-100 people, per hour ……..…..……..……$175.00
(2) 101-200 people, per hour …….…..……. $250.00
(e) Lap Lane
(1) Short course, per hour (maximum of 8 swimmers/lane)……....$12.00
(2) Long course, per hour (maximum of 16 swimmers/lane)..……$24.00
(f) Swim Meet
(1) Short Course
(i) Whole Pool – 12 hours.....$1,500.00
(ii) Whole Pool – 5 hours.....$1,000.00
(iii) Half Pool – 12 hours.....$1,000.00
(iv) Half Pool – 5 hours.....$600.00
(2) Long Course
(i) Whole Pool – 12 hours (May 1-May 20).....$2,500.00

(ii) Whole Pool – 12 hours (May 20-July 31).....$2,750.00
(iii) Whole Pool – 5 hours (May 1-July 31).....$1,500.00
(iv) Warm Pool – 5 hours (June 1-July 31 only).....$600.00

(g) Cabana (Outdoor Waterpark Season)
(1) Full Day
(i) Monday-Thursday.....$75.00
(ii) Friday, Saturday, Sunday & Holidays.....$100.00
(2) Half Day
(i) Monday-Thursday.....$40.00
(ii) Friday $60.00

7. 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) Adaptive Swim Lessons (4 x 30 minute lessons)
(1) KAC member.....$35.00
(2) YMCA Member.....$60.00
(3) Non-member.....$80.00
(c) Group (8 classes w/sibling discount of $5 each additional child)
(1) KAC Member, per session.....$40.00
(2) YMCA Member, per session.....$70.00
(3) Non-Member per session.....$80.00
(d) Private (4 x 30-minute or 8 x 30-minute classes)
(1) KAC Member.....$100.00/$180.00
(2) YMCA Member.....$140.00/ $240.00
(3) Non-Member.....$180.00/ $280.00
(e) Semiprivate (4 x 30-minute classes or 8 x 30-minute classes for 2 students)
(1) KAC Member.....$115.00-$225.00
(2) YMCA Member.....$145.00-$290.00
(3) Non-Member .....$160.00-$320.00
(f) Group Swim Lessons Weekend (4 lessons discount of $2 each additional child)
(1) KAC Member..... $20.00
(2) YMCA Member..... $45.00
(3) Non-Member $55.00
(g) Additional Fee after registration deadline.....$10.00

8. Water Exercise Classes (60 minutes in length)
(a) Water Aerobics pass
(1) KAC Member.....No Charge
(2) YMCA Member (10 scans).....$45.00
(b) Water Aerobics per Class
(1) KAC Member.....No Charge
(2) Non-Member.....$5.00

9. 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

10. Summer League Swim Team
    (a) KAC Member .....$150.00-$250.00
    (b) YMCA Member .....$175.00-$275.00
    (c) Non-Member .....$200.00-$300.00
    Each additional sibling will receive a $15.00 discount off the monthly fee.
11. Tiger Sharks Swim Team
    (a) KAC Member, per month.....$35.00
    (b) YMCA Member, per month.....$55.00
    (c) Non-Member, per month $75.00
    Each additional sibling will receive a $10.00 discount off the monthly fee.
12. Training & Instructional Courses (instructional courses for certification)
    (a) KAC/YMCA Member……..$20.00-$325.00
    (b) Non-member..…….$25.00-$425.00
    (c) Fee will be waived if participant agrees to work for KAC
13. Special Events
    (a) Family and community events (varies by event) ……..$3.00-$20.00
    (b) Recreational and Competitive.....$15.00-$100.00
        (1) Spectator fee.....$2.00-$5.00
14. Party Packages for up to 20 guests and room rental for 2 hours
    (a) Party Package……..……..$200.00-$285.00
    (b) Party add ons.....$25.00-$50.00
    (c) Additional guests over the first 20 will be charged the per person group rate.$5.00-$7.00
15. Seasonal Fees – <u>Outdoor waterpark operational season</u>
    (a) Ages 2 & under……Free with paying adult
    (b) Under 48”…… ……$10.00
    (c) 48” and above …….. $12.00
    (d) Ages 55 and over…… $10.00
    (e) Group (more than 20 people), per person.…… $7.00
    (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
17. Group Rates (Organized & Reserved ahead of time)
    (a) Non-profits/Government, per person……..$5.00
18. Visit Kingsport
    (a) Fees for collegiate meets & special events held at KAC will be at a negotiated rate.
    (b) Warm water pool, per day……..$600.00
    (c) Hytek Operator, per hour……..….$30.00
    (d) Timers, per hour ……..…$15.00
    (e) Omni board operator, per hour ……$30.00r
    (f) Stroke and turn official, per hour ……..$30.00

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

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

*The City Manager or designee has the authority to adjust any of the above fees for special promotions or Events.
*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.

Chapter 70 – Peddlers and Solicitors

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

Chapter 82 - Signs

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

Chapter 86 - Solid Waste

A. Removal of Garbage, Trash and Recycling
1. Inside City Residential waste collection from 96-gallon carts, per month
(a) First Cart $8.00
(b) Each additional cart, per month..... $8.00
Note: Additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on the first cart who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.
2. Inside City Multi-Family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month $12.00
3. Outside City/County residential waste collection from 96-gallon carts, per month
(a) One Cart $25.00
(b) Each additional cart, per month..... $10.00
4. Business and Professional Complex collected
(a) From 96-gallon carts, per month, per business, per cart $25.00
(b) From dumpster boxes
(1) KHRA & Kingsport City Schools dumpster pickup..... $27.50
(2) Commercial & Industrial dumpster pickup..... $27.50
5. Wildlife Resistant Cart (*Note: This includes cart fee)*……$20.00
6. Construction waste material, per ton $150.00
Note: This fee will be assessed to the property owner for any construction waste placed on the right-of-way.
7. Mixed pile at curb-items outside scope of service-move out/clean out-excessive material fee……$175.00
8. Appliance, Carpet, Discarded Furniture per pickup .....Free
9. 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 backdoor garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works

Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

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

B. Demolition Landfill Fee and Charges

1. City residents will be allowed up to 12,000 lbs. per year (July 1 through June 30) to dump at the landfill with no tipping fee. The amount dumped will be tracked using the current city address. If an address exceeds 12,000 lbs., tipping fees will apply for additional tonnage.
2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs.……..…..$35.00
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)…..$70.00
4. Tires
   (a) 6 or less, each ……..……..….$5.00
   (b) More than 6, per ton (cut or whole)……..……..…..$300.00

C. Annual application and permit fee (Contract collectors and haulers of solid waste).....…$750.00
The annual fee must be submitted with the application. The fee is nonrefundable. Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30th day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application.

Chapter 90 – Streets, Sidewalks and Other Public Places

A. Sidewalk Dining Facilities Permit application fee……$50.00
(The permit shall remain valid for one year after issuance.)

Chapter 98 - Traffic and Vehicles

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

Chapter 110 - Vehicles for Hire

A. Charter Bus Fees

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

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

B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)
1. Side Panel (each) $7,000.00
2. Back Panel $4,000.00
3. Both Sides and Back Panel $15,000.00

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

D. KATS ADA/Paratransit Fares (Individuals must be certified to use service)
1. ADA/Paratransit (one-way trip)……..……$2.00

E. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)
1. Dial-A-Ride 65, (one-way trip) $3.00

F. KATS Dial-A-Ride Job Assist (service to individuals traveling to/from work when ADA capacity allows)
1. Dial-A-Ride Job Assist (one-way trip) $3.00

G. KATS Connect (share ride on-demand transportation throughout the City of Kingsport when ADA capacity allows)
1. Dial-A-Ride (one-way trip) $3.00

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

I. No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations beyond the rider's control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss three or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.

J. Program/Discount Card Replacement $1.00

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

Chapter 114 - Zoning

A. Planning and Zoning Fees
1. Rezoning application fees:
(a) Any rezoning less than 20 acres…… $450.00
(b) Any rezoning over 20 acres…… .. $500.00
2. Board of Zoning Appeals
(a) Case filed for hearing with Board of Zoning Appeals $100.00
(b) Called meeting $130.00
3. Historic Zoning Commission
(a) Case filed for hearing at HZC Meeting (except for construction or demolition of a principal structure) $75.00

(b) Case filed for hearing at HZC Meeting (for construction or demolition of a principal structure) $150.00
(c) Case filed for In-House Approval with HZC.....$15.00
4. Each case filed with the Gateway Review Committee……$75.00
5. Zoning Development Plan
(a) Preliminary ..... …$200.00
(b) Full set of Construction Plans.....$300.00
(c) Resubmittal of previously approved construction plans..…….. $150.00
(d) Final……$50.00
6. Communications tower
(a) New tower $425.00
(b) Co-located antennas $125.00

B. Subdivision fees
1. Preliminary Plat.....$200.00
2. Construction Plans…….....…$300.00
3. Resubmittal of previously approved construction plans…….$150.00
4. Final Plat, per lot (including minor subdivisions & Planned Developments) $30.00
5. Bond Recording Fee (per page).....$4.00

C. Right-of-Way Vacating application fee $100.00
D. Off-Premise Signs, Per Face.....$100.00
E. Zoning Verification Letter……..$25.00
F. Technology……$7.00
G. Publication for Called Meeting of the Kingsport Regional Planning Commission.....…$130.00
H. Mural Application……$50.00
I. Surplus Property Application……$50.00
J. Geographic Information Services (GIS) Fees:
1. Map Products
(a) Staff time, per hour.....$36.00
(b) Hard copy maps, standard sizes 48" x 36" (includes Kingsport Street Index Map & all Map Books)……..…$57.00
(c) Hard copy maps, custom sizes (per inch, by longest side)…….....$1.19
2. Geographic Data for commercial users 5%
(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)

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

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

Adopted this 16th day of June, 2026.

ATTEST: PAUL W. MONTGOMERY, Mayor

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

KINGSPORT
TENNESSEE
Administration

To: Chris McCartt, City Manager
From: Jessica Harmon Assistant City Manager
Date: May 5, 2026
SUBJECT: Public Chapter No. 140: Documentation & Justification of Development Fees

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1. PURPOSE

This document provides the cost basis and methodology used to calculate the fees administered by the Building Department in accordance with Public Chapter No. 140: *Documentation and Justification of Development Fees*, effective July 1, 2026.

2. SCOPE

This documentation applies only to Building Department functions and responsibilities. These duties include, but are not limited to:

- Plan reviews
- Inspections
- Permit processing
- Property maintenance enforcement
- Demolition hearings
- Related administrative support

Zoning and Planning functions were evaluated in the previous fiscal year as part of compliance with the same Public Chapter.

3. COST BASIS

Development-related fees are structured for cost recovery only and reflect the cost of providing operational functions. The cost model includes:

a. Direct personnel compensation
b. Proportionally allocated administrative and executive support
c. Operational overhead directly supporting Building Department operations

4. PERSONNEL & SUPPORT ALLOCATION

Building Department Personnel (Annual Salary Calculated):

a. Chief Building Official
b. Code Enforcement Coordinator
c. Building & Trade Inspectors

d. Property Maintenance & Housing Inspectors
e. Permit / Administrative Staff

Proportionally Allocated Executive and Support Personnel:

f. **City Attorney** – Provides legal guidance related to building code enforcement, property maintenance violations, demolition proceedings, liens, and court matters involving Building Department actions.

g. **Assistant City Attorney** – Assists with legal research, document preparation, court representation, and hearing support related to enforcement and compliance actions.

h. **Property Acquisition Agent** – Conducts property research for structures subject to hearings or demolition proceedings. Identifies and verifies all owners of record, heirs, lienholders, and other interested parties to ensure proper legal notice and due process requirements are satisfied.

i. **Fleet Services** – Maintains eight vehicles assigned to the Building Department. Fleet costs are recovered through internal service charges applied to vehicle expenses, including:

- Labor markups on parts
- Fuel markups
- GPS system maintenance charges

Because Fleet labor and personnel costs are embedded in these charges, salaries are not separately listed in this model. A total of **$2,282.14** in Fleet service charges was allocated to the Building Department for the 2025 calendar year.

5. COST ALLOCATION METHODOLOGY

A hybrid methodology was used:

- Shared operating costs were proportionally allocated based on supervisory responsibility and operational support.
- Costs directly attributable to Building Department functions were assigned directly.

An hourly compensation rate was calculated for each job classification. The time expended for each permit type, inspection type, and enforcement activity was identified and multiplied by the applicable hourly rate. Where multiple positions contributed to a function, time was calculated separately and then combined.

6. COST RECOVERY STANDARD

Fees are structured to recover the reasonable and necessary costs associated with Building Department operations. They are balanced between cost recovery and service delivery.

KINGSPORT
TENNESSEE
Administration

7. RECORD RETENTION

This documentation is prepared in accordance with Public Chapter No. 140 and shall be:

- Retained by the Building Department
- Made available for public review as required by law

The cost model and supporting analysis shall be provided upon request and maintained in compliance with applicable public records and audit requirements.

8. PERIODIC REVIEW

Personnel costs, overhead allocations, and documented time expenditures shall be reviewed periodically to ensure continued accuracy and compliance with applicable state law.

Chapter 22 - BUILDING DEPT JUSTIFICATION ANALYSIS				
ORDINANCE	FEE DESCRIPTIONS	HOURS EXPENDED	COST OF STAFF TIME	FEE CHARGED
A.1	ELECTRICAL PERMIT FEES			
A.1.(a)	MINIMUM ISSUANCE FEE	0.25	$10.00	$30.00
A.1.(b)	OUTLETS, EACH	0.25	$10.00	$0.50
A.1.(c)	LUMINAIRES, STROBE, HORN, EACH	0.25	$10.00	$0.50
A.1.(d)	SWITCHES, EACH	0.25	$10.00	$0.50
A.1.(e)	MOTORS			
A.1.(e)(1)	FRACTIONAL	0.75	$30.00	$1.00
A.1.(e)(2)	EACH ADDITIONAL MOTOR OR HORSEPOWER OR FRACTION THEREOF	0.75	$30.00	$1.00
A.1.(f)	SERVICES			
A.1.(f)(1)	UP TO AND INCLUDING 100 AMPS	1	$40.00	$30.00
A.1.(f)(2)	EACH ADDITIONAL 100 AMPS	1	$40.00	$10.00
A.1.(g)	TEMPORARY SERVICE	1	$40.00	$30.00
A.1.(h)	WATER HEATER	0.5	$20.00	$5.00
A.1.(i)	RANGE	0.25	$10.00	$5.00
A.1.(j)	DRYER	0.25	$10.00	$5.00
A.1.(k)	TRANSFORMER, EACH KVA	0.5	$20.00	$0.50
A.1.(l)	HEATING SYSTEM/GENERATOR/SOLAR/ EV, PER KW	0.5	$20.00	$1.00
A.1.(m)	COOLING & REFRIGERATION SYSTEMS PER TONNAGE	0.5	$20.00	$1.00
A.1.(n)	POOL ELECTRIC	0.75	$30.00	$30.00
A.1.(o)	INSPECTION FEE PER INSPECTION		$0.00	$3.00
A.1.(p)	ADDITIONAL INSPECTIONS NECESSARY DUE TO NONCOMPLIANT WORK	1	$40.00	$50.00
A.1.(q)	FEE FOR SOLAR/GENERATOR/EV INSTALL	0.75	$30.00	
A.2	TECHNOLOGY FEE		$0.00	$7.00
A.3	ELECTRICIANS			
A.3.(a)	APPLICATION REVIEW FEE	0.5	$20.00	$30.00
A.3.(b)	ELECTRIC CONTRACTOR ANNUAL LICENSING FEE	0.25	$10.00	$50.00
A.3.(c)	WORKING WITHOUT A PERMIT	1	$40.00	2X PERMIT FEE
B.1	GAS PERMIT FEES			
B.1.(a)	MINIMUM ISSUANCE FEE	0.25	$10.00	$30.00

B.1.(b)	CONVERSION BURNERS, HEATING BOILERS			
B.1.(b)(1)	UP TO AND INCLUDING 1,200 SQ FT OF STEAM OR 1,800 SQ FT OF WATER	0.75	$30.00	$20.00
B.1.(b)(2)	1,201 TO 5,000 SQ FT OR OVER 1,800 SQ FT OF WATER	0.75	$30.00	$25.00
B.1.(b)(3)	5,001 TO 25,000 SQ FT OF STEAM	0.75	$30.00	$35.00
B.1.(b)(4)	OVER 25,000 SQ FT OF STEAM	0.75	$30.00	$45.00
B.1.(c)	CONVERSION BURNERS, HEATING BOILERS			
B.1.(c)(1)	UP TO AND INCLUDING 5 HORSEPOWER	0.75	$30.00	$20.00
B.1.(c)(2)	6-50 HORSEPOWER	0.75	$30.00	$25.00
B.1.(c)(3)	51-150 HORSEPOWER	0.75	$30.00	$35.00
B.1.(c)(4)	OVER 150 HORSEPOWER	0.75	$30.00	$45.00
B.1.(d)	FURNACES			
B.1.(d)(1)	UP TO AND INCLUDING 100,000 BTU	0.75	$30.00	$15.00
B.1.(d)(2)	OVER 100,000 BTU	0.75	$30.00	$25.00
B.1.(d)(3)	FLOOR FURNACE (ONE)	0.75	$30.00	$15.00
B.1.(d)(4)	EACH ADDITIONAL FLOOR FURNACE	0.75	$30.00	$10.00
B.1.(e)	CONVERSION BURNERS, HEATING BOILERS			
B.1.(e)(1)	UP TO AND INCLUDING 100,000 BTU	0.5	$20.00	$20.00
B.1.(e)(2)	100,001 - 200,000 BTU	0.75	$30.00	$25.00
B.1.(e)(3)	OVER 200,000 BTU	1	$40.00	$45.00
B.1.(f)	SPACE HEATERS			
B.1.(f)(1)	UP TO AND INCLUDING 30,000 BTU	0.25	$10.00	$20.00
B.1.(f)(2)	30,001 TO 50,000 BTU	0.25	$10.00	$25.00
B.1.(f)(3)	OVER 50,000 BTU	0.5	$20.00	$30.00
B.1.(f)(4)	EACH ADDITIONAL SPACE HEATER	0.25	$10.00	$10.00
B.1.(g)	UNIT HEATERS			
B.1.(g)(1)	50,000-200,000 BTU, EACH	0.5	$20.00	$20.00
B.1.(g)(2)	OVER 200,000 BTU	0.5	$20.00	$25.00
B.1.(h)	ACCESSORY GAS EQUIPMENT			
B.1.(h)(1)	GRILLS, DRYERS, RANGES, FRYERS, LOGS, ETC	0.5	$20.00	$15.00
B.1.(h)(2)	POOL HEATER UP TO 100K BTU	1	$40.00	$15.00
B.1.(h)(3)	POOL HEATER & OTHER EQUIP OVER 100K BTU	1	$40.00	$25.00
B.1.(h)(4)	WATER HEATER UP TO AND INCLUDING 100K BTU	0.75	$30.00	$15.00
B.1.(h)(5)	WATER HEATER/BOILER OVER 100K BTU	0.75	$30.00	$25.00

B.1.(h)(6)	GAS GENERATOR	0.75	$30.00	$25.00
B.1.(h)(7)	UNIT HEATER UP TO AND INCLUDING 200K BTU	0.75	$30.00	$20.00
B.1.(h)(8)	UNIT HEATER OVER 200K BTU	0.75	$30.00	$25.00
B.1.(h)(9)	FLOOR FURNANCE, EACH	0.5	$20.00	$15.00
B.1.(h)(10)	FURNACES UP TO AND INCLUDING 100K BTU	0.5	$20.00	$15.00
B.1.(h)(11)	FURNACES OVER 100K BTU	0.75	$30.00	$25.00
B.1.(h)(12)	SPACE HEATERS UP TO 50K BTU	0.25	$10.00	$25.00
B.1.(h)(13)	SPACE HEATERS OVER 50K BTU	0.25	$10.00	$30.00
B.1.(h)(14)	UP TO & INCLUDING 500 GALLON PROPANE TANK	0.75	$30.00	$15.00
B.1.(h)(15)	501-1000 GALLON PROPANE TANK	0.75	$30.00	$25.00
B.1.(h)(16)	1001 GALLON AND UP PROPANE TANK	0.75	$30.00	$30.00
B.1.(h)(17)	FUEL TANK INSTALL/REMOVAL, PER TANK	0.5	$20.00	$30.00
B.1.(i)	UNCLASSIFIED COMMERCIAL/INDUSTRIAL			
B.1.(i)(1)	20,000-200,000 BTU	0.75	$30.00	$20.00
B.1.(i)(2)	200,001-300,000 BTU	0.75	$30.00	$25.00
B.1.(i)(3)	300,001-1,000,000 BTU	0.75	$30.00	$30.00
B.1.(i)(4)	1,000,001-5,000,000 BTU	0.75	$30.00	$35.00
B.1.(i)(5)	OVER 5,000,000 BTU	1	$40.00	$40.00
B.1.(j)	PIPE TESTING FOR GAS INSTALL	0.75	$30.00	$30.00
B.1.(k)	INSPECTION FEE PER INSPECTION		$0.00	$3.00
B.1.(l)	ADDITIONAL INSPECTIONS NECESSARY DUE TO NONCOMPLIANT WORK	1	$40.00	$50.00
B.2	TECHNOLOGY FEE		$0.00	$7.00
B.3	GAS FITTERS			
B.3.(a)	APPLICATION REVIEW FEE	0.5	$20.00	$30.00
B.3.(b)	ANNUAL LICENSING FEE	0.25	$10.00	$50.00
B.3.(c)	WORKING WITHOUT A PERMIT	1	$40.00	2X PERMIT FEE
C.1	PLUMBING PERMIT AND INSPECTION FEES			
C.1.(a)	MINIMUM PLUMBING PERMIT ISSUANCE FEE	0.25	$10.00	$30.00
C.1.(b)	EACH FIXTURE OR OPENING INTO SEWER LINE	0.5	$20.00	$5.00
C.1.(c)	WATER HEATER OPENING FEE	0.5	$20.00	$5.00
C.1.(d)	ADDITIONAL INSPECTIONS NECESSARY DUE TO NONCOMPLIANT WORK	0.5	$20.00	$50.00
C.1.(e)	CONNECTION TO CITY SEWER (NEW & REPLACE)	0.5	$20.00	$30.00
C.1.(f)	CONNECTION TO CITY WATER (NEW & REPLACE)	0.5	$20.00	$30.00

C.1.(g)	INSPECTION FEE PER INSPECTION		$0.00	$3.00
C.2	TECHNOLOGY FEE		$0.00	$7.00
C.3	PLUMBERS			
C.3.(a)	APPLICATION REVIEW FEE	0.5	$20.00	$30.00
C.3.(b)	ANNUAL LICENSING FEE	0.25	$10.00	$50.00
C.3.(c)	WORKING WITHOUT A PERMIT	1	$40.00	2X PERMIT FEE
D.1	MECHANICAL PERMIT FEES			
D.1.(a)	MINIMUM ISSUANCE FEE	0.25	$10.00	$30.00
D.1.(b)	FEE FOR HEATING/VENT DUCT, AC & REFRIGERATION SYSTEMS	0.5	$20.00	
D.1.(c)	FEE FOR SPRINKLER/FIRE SUPPRESSION/FIRE ALARM SYSTEMS	1	$40.00	
D.1.(d)	HOOD CLEANING INSPECTION	0.75	$30.00	$50.00
D.1.(e)	ADDITIONAL INSPECTIONS NECESSARY DUE TO NONCOMPLIANT WORK	1	$40.00	$50.00
D.1.(f)	FUEL TANK INSTALL/REMOVAL	0.75	$30.00	
D.1.(g)	BOILERS BASED ON BTU INPUT			
D.1.(g)(1)	33,000-165,000 BTU	0.75	$30.00	$20.00
D.1.(g)(2)	165,001-330,000 BTU	0.75	$30.00	$25.00
D.1.(g)(3)	330,001-1,165,000 BTU	1	$40.00	$30.00
D.1.(g)(4)	1,165,001-3,300,000 BTU	1	$40.00	$35.00
D.1.(g)(5)	OVER 3,300,000 BTU	1	$40.00	$45.00
D.1.(h)	FEE PER INSPECTION		$0.00	$3.00
D.2	TECHNOLOGY FEE		$0.00	$7.00
D.3	MECHANICAL INSTALLERS			
D.3.(a)	APPLICATION REVIEW FEE	0.25	$10.00	$30.00
D.3.(b)	MECHANICAL CONTRACTOR ANNUAL LICENSING FEE	0.5	$20.00	$50.00
D.3.(c)	WORKING WITHOUT A PERMIT	1	$40.00	2X PERMIT FEE
E	BUILDING PERMIT FEES			
E.1	TOTAL VALUATION		$0.00	
E.1.(a)	$1.00-$2,000	0.5	$20.00	$30.00
E.1.(b)	$2,001-$50,000	0.5	$20.00	
E.1.(c)	$50,001-$100,000	0.5	$20.00	
E.1.(d)	$100,001-$500,000	0.5	$20.00	
E.1.(e)	$500,001 AND UP	0.5	$20.00	

E.1.(f)	BUILDING WITHOUT A PERMIT	1.5	$60.00	2X PERMIT FEE
E.1.(g)	FEE PER INSPECTION		$0.00	$3.00
E.1.(h)	ADDITIONAL INSPECTIONS NECESSARY DUE TO NONCOMPLIANT WORK	1	$40.00	$50.00
E.2	CONTRACTORS/HOME IMPROVEMENT APP FEE	0.25	$10.00	$30.00
E.3	TECHNOLOGY FEE		$0.00	$7.00
E.4	MOVING OF ANY BUILDING OR STRUCTURE	0.5	$20.00	$100.00
E.5	DEMOLITION			
E.5.(a)	RESIDENTIAL BUILDING OR STRUCTURE	0.5	$20.00	$50.00
E.5.(b)	COMMERCIAL STRUCTURE	1	$40.00	$100.00
E.5.(c)	INTERIOR DEMO/REMODEL TOTAL VALUATION		$0.00	
E.5.(c)(1)	$1.00-$2,000	0.5	$20.00	$30.00
E.5.(c)(2)	$2,001-$50,000	0.5	$20.00	
E.5.(c)(3)	$50,001-$100,000	0.5	$20.00	
E.5.(c)(4)	$100,001-$500,000	1	$40.00	
E.5.(c)(5)	$500,001 AND UP	1	$40.00	
E.6	TEMP STRUCTURES, TENTS, BANNERS, ETC	0.25	$10.00	$30.00
E.6.(a)	TENTS, 30 DAY MAX	0.5	$20.00	
E.6.(b)	BANNERS, 15 DAY MAX TWICE A YEAR	0.5	$20.00	
E.7	SIGN PERMITS	0.5	$20.00	$30.00 MINIMUM, $1.00 PER SQ FOOT OVER 20 SQ FT
F	PLANS REVIEW			
F.1	RESIDENTIAL	0.5	$20.00	$0.00
F.2	COMMERCIAL BASED ON CONSTRUCTION VALUE			
F.2.(a)	UP TO $100,000	2	$100.00	$25.00
F.2.(b)	$100,001-$200,000	2.5	$125.00	$50.00
F.2.(c)	$200,001-300,000	3	$150.00	$100.00
F.2.(d)	$300,001-400,000	3.5	$175.00	$150.00
F.2.(e)	$400,001-500,000	4	$200.00	$200.00
F.2.(f)	$500,001-1,000,000	4.5	$225.00	$250.00
F.2.(g)	$1,000,001-$2,000,000	5	$250.00	$300.00
F.2.(h)	$2,000,001-$3,000,000	6	$300.00	$350.00
F.2.(i)	$3,000,001-$4,000,000	7	$350.00	$400.00

F.2.(j)	$4,000,001-$5,000,000	8	$400.00	$500.00
F.2.(k)	$5,000,001 AND ABOVE	9	$450.00	
G	CERTIFICATES OF OCCUPANCY			
G.1	RESIDENTIAL	0.5	$20.00	$0.00
G.2	COMMERCIAL			
G.2.(a)	PERMANENT	0.5	$20.00	$30.00
G.2.(b)	TEMP, 30 DAYS MAX	0.5	$20.00	$50.00
G.2.(c)	TEMP EXTENSION, 15 DAYS MAX	0.5	$20.00	$50.00
G.2.(d)	CHANGE OF USE	1	$40.00	$30.00
H	ADMIN FEE TO PROCESS & ATTACH LATE DOCUMENTS	0.25	$10.00	$30.00

NEW PERMITS	2025
ACCESSORY STRUCTURE	59
ADDITION	80
ADVICE CALL	95
CERT OF OCCUPANCY	17
COMMUNICATION TOWER	1
DEMO	64
DRIVEWAY	28
ELECTRICAL	842
FOUNDATION	9
GAS	229
GRADING	19
MECHANICAL	441
MOVE STRUCTURE	18
NEW COMMERCIAL	14
NEW INDUSTRIAL	3
NEW MULTI FAMILY	9
NEW RESIDENTIAL	194
PLUMBING	462
POOL	27
REPAIR REMODEL	216
RETAINING WALL	5
ROOF	152
SEWER TAP ONLY FEE	33
SIGNS	97
TEMP EVENT	11
TOTAL	3028
HOURS EXPENDED	1514
COST OF STAFF TIME	$36,336.00
TOTAL FEES CHARGED	$1,479,213.00

CODE ENFORCEMENT	2025
BUILDING REINSPECTIONS	365

EXPENSES	
SALARIES COMBINED	$583,594.40
HEARING COSTS	$296,237.52
MOWING LIST	$8,215.00
FLEET	$44,586.14
MISCELLANEOUS	$18,102.01
SALARIES COMBINED	$583,594.40
EXPENSE TOTAL	**$1,534,329.47**
FEES CHARGED	$1,479,213.00
TOTAL	-$55,116.47

CITY COURT	32
DESK REVIEW	1762
HEARING	36
HIGH GRASS INITIAL	418
HIGH GRASS REINSPECTIONS	616
INITIAL INSPECTION	392
INITIAL BUILDING INSPECTION	199
REINSPECTION	1209
SERVING DOCUMENTS	3
TOTAL INSPECTIONS	5032
HOURS EXPENDED	2516
COST OF STAFF TIME	**$62,900.00**

ADMIN	**# COMPLETED**	**HOURS EXPENDED**
PLANS REVIEW	780	1950
PHONE CALLS/EMAIL	3380	845
CONTRACTOR APP REVIEWS	210	105
TOTAL		**2900**

INSPECTIONS	**2025**
ADVICE CALL	238
COMMERCIAL FINAL	144
RESIDENTIAL FINAL	516
CERT OF OCCUPANCY	18
COMMERICAL ABOVE CEILING	9
COMMERCIAL ELECTRICAL	2209
COMMERCIAL MECHANICAL	783
COMMERCIAL PLUMBING	1854
DEMO FINAL	22
DEMO SITE INSPECTION	3
FIRE	64
FOOTER	484
FOUNDATION	90
FRAMING	577

FUEL TANK SET	1
GAS	444
GENERATOR	19
GREASE TRAP	2
HEAT PUMP CHANGE OUT	26
HOOD	16
INSULATION	310
MOBILE HOME	28
OIL SEPARATOR	2
POOL	58
PROGRESS INSPECT	3
PROPANE TANK	19
PUFF TEST	3
RETAINING WALL	5
ROOF	40
SEWER LINE	318
SIGN FINAL	62
SLAB	262
SOLAR	6
STORM DAMAGE	20
DRY IN	27
WATER LINE	283
TOTAL INSPECTIONS	8965
HOURS EXPENDED	6723.75
COST OF STAFF TIME	**$201,712.50**

HEARINGS	**2025**
POSTAGE COST	$4,685.46
PUBLIC NOTICE SIGNAGE	$322.50
LEGAL NOTICE PUBLICATION	$10,769.70
EVIDENCE (PICTURES)	$858.36
RECORDER	$3,283.50
COUNTY CLERK FEES	$1,428.00
ENGINEERING CONSULTING	$52,845.00

CONTAMINATION ASSESSMENTS	$6,315.00
DEMO COSTS	$215,730.00
TOTAL	**$296,237.52**

MOWING LIST	**2025**
CONTRACTOR FEE	$7,655.00
HOURS EXPENDED	20
COST OF STAFF TIME	**$560.00**

MISCELLANEOUS	**2025**
AMAZON (OFFICE SUPPLIES)	$2,769.48
ICC MEMBERSHIP FEES	$310.00
ICC PRINTED MATERIALS	$4,522.10
ICC EXAMS	$1,920.00
ICC SUBSCRIPTION	$844.00
TRAINING/CEU COSTS	$600.00
LODGING	$1,930.00
ICC RECERT COSTS	$105.00
PRINTER RENTAL	$1,551.30
OTHER PRINTING NEEDS	$540.13
TBOA MEMBERSHIP FEES	$150.00
UETBOA MEMBERSHIP FEES	$150.00
TPMI MEMBERSHIP FEES	$100.00
FLOODPLAIN MEMBERSHIP FEES	$210.00
LEXUS NEXIS SUBSCRIPTION	$2,400.00
LOWES (TOOLS)	$116.90
TOTAL COST	**$18,102.01**

FLEET (WAGES INCLUDED IN COSTS)	**2025**
VEHICLE COST	$19,083.40
CAR PARTS	$6,863.09
FUEL COST	$7,332.87
GPS TRACKING	$3,810.24

INSURANCE	$1,138.56
LABOR	$4,412.50
OIL AND LUBE	$512.65
CAR WASH	$1,432.83
TOTAL	**$44,586.14**
HOURS EXPENDED	1,749.5
MILES DRIVEN	61,650
COST OF STAFF TIME	**$52,485.00**

AGENDA ACTION FORM

Consideration of a Resolution to Approve an Amendment with Cain Rash West Architects for Architectural and Engineering Services for the Nature Center Renovation Phase 2, Entry Walk, and Event Terrace

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-194-2026
Work Session: June 15, 2026
First Reading: N/A

Final Adoption: June 16, 2026
Staff Work By: Committee
Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will amend the October 16th, 2025 agreement with Cain Rash West (CRW) in an amount not to exceed $97,500 for the Nature Center Renovation Phase 2, Entry Walk, and Event Terrace.

The City approved entering into an agreement on October 7th, 2025 (Resolution No. 2026-073) for design development, bidding administration, and construction administration in the amount of $176,500. After reviewing the scope of work and grant timeframe of the project staff have determined the need for professional exhibit design services leading to biddable exhibit documents related to the cave exhibit in the lower level of the Nature Center.

Exhibit design services will be provided by Kraemer Design & Production, a PlayCore Company. To ensure proper coordination between building and exhibit design and construction staff are recommending CRW to serve as the Prime Consultant and Architect of Record for the entirety of the project.

These projects are made possible through sponsorships and fundraising efforts which were ultimately leveraged to obtain a $2.9m Local Parks and Recreation Fund (LPRF) grant. The grant was awarded in August of 2024 with contracts being executed in May of 2025. The grant includes the 3rd phase of the Scott Adams Skatepark Development, the lower level of the Nature Center, Otter Habitat, Event Terrace, and Entry walk. The later three of which are projects identified in Bays Mountain's Park Improvement Plan.

The Otter Habitat is currently under construction. We estimate both the 3rd phase of Scott Adams Skatepark Development and the Nature Center Renovation Phase 2, Entry Walk, and Event Terrace, to be bid in Q3 of 2026. All Projects are anticipated to be substantially complete by December 31, 2027.
Funding is available in GP2612.

Attachments:
1. Resolution
2. Supplementary Information
3. Proposal

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH CAIN RASH WEST ARCHITECTS TO EXTEND THE SCOPE OF SERVICES FOR THE BAYS MOUNTAIN NATURE CENTER RENOVATION PHASE 2, ENTRY WALK AND EVENT TERRACE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the board approved entering into an agreement on October 7, 2025 (Resolution No. 2026-073) with Cain Rash West Architects (CRW) for professional Architectural and Engineering design, documentation, and construction administration for the entry walk, ground floor renovations, and event terrace at Bays Mountain Park in the amount of $176,500.00; and

WHEREAS, as the Nature Center renovation project progresses into Phase 2, to ensure proper coordination between building and exhibit design and construction, staff are recommending CRW to serve as the Prime Consultant and Architect of Record for the entirety of the project; and

WHEREAS, the agreement to extend CRW's scope of services is not to exceed $97,500, and funding is available in GP2612.

Now therefore,

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

SECTION I. That the agreement with Cain Rash West Architects (CRW) to extend the scope of services in the Nature Center Phase 2 renovation 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, the Agreement with Cain Rash West Architects (CRW) to extend the scope of services in the Nature Center Phase 2 renovation project, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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 16th day of June, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KRAEMER DESIGN + PRODUCTION

PLAYCORE

COMPANY OVERVIEW

The Team - Years with KD+P



Steve - 28 years



Bill - 23 years



Nick - 22 years



Cherl - 17 years



Michael - 17 years



Anna - 10 years



Jackie - 7 years



Mike - 2 years



Laura - 2 years



Sarah - 1 year



Atousa - 1 year



Jeff - 1 year



Audrey - 1 year



About Us

- Kraemer Design + Production (KD+P) possesses a unique background in planning and designing children's museums exhibitions, science centers, theme parks, and entertainment centers.
- Established in 1994, our 14–member multidisciplinary design team is focused on visitors, with a dedication to creating enjoyable, educational and memorable experiences for all ages in the family.
- We are well qualified to handle the demands of large scale projects as well as supplying the personal touch required on smaller–size projects.
- KD+P approaches every project as an original idea and a unique opportunity to provide distinctive results for our clients and their visitors.
- In 2021 KD+P was acquired by PlayCore - a purpose-driven company committed to building healthy communities around the world by advancing play and recreation.
- PlayCore combines best-in-class educational programming with the most comprehensive portfolio of play and recreation products and services to create tailored environments that match the unique needs of each community served.

Celebrating
31 years
of doing great work with great people.



KRAEMER DESIGN
PRODUCTION
A PLAYCORE Company

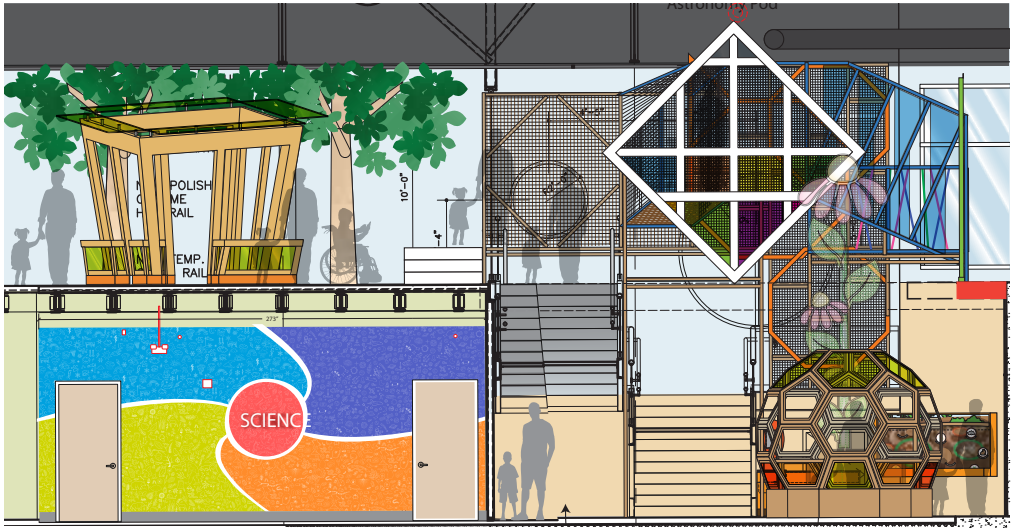


"Thank you so much for all you and your team have done this year to transform our museum! We have had an incredible year and that's largely contributed to our new exhibits. You all are a great team to work with and I look forward to continuing the transformation in the upcoming years."

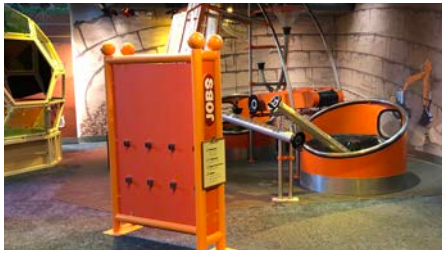
- Emily Sobeski, Chief of Staff, The Children's Museum of the Upstate

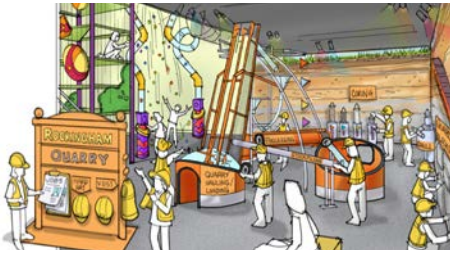
Project Highlights

Discovery Place Kids - Rockingham













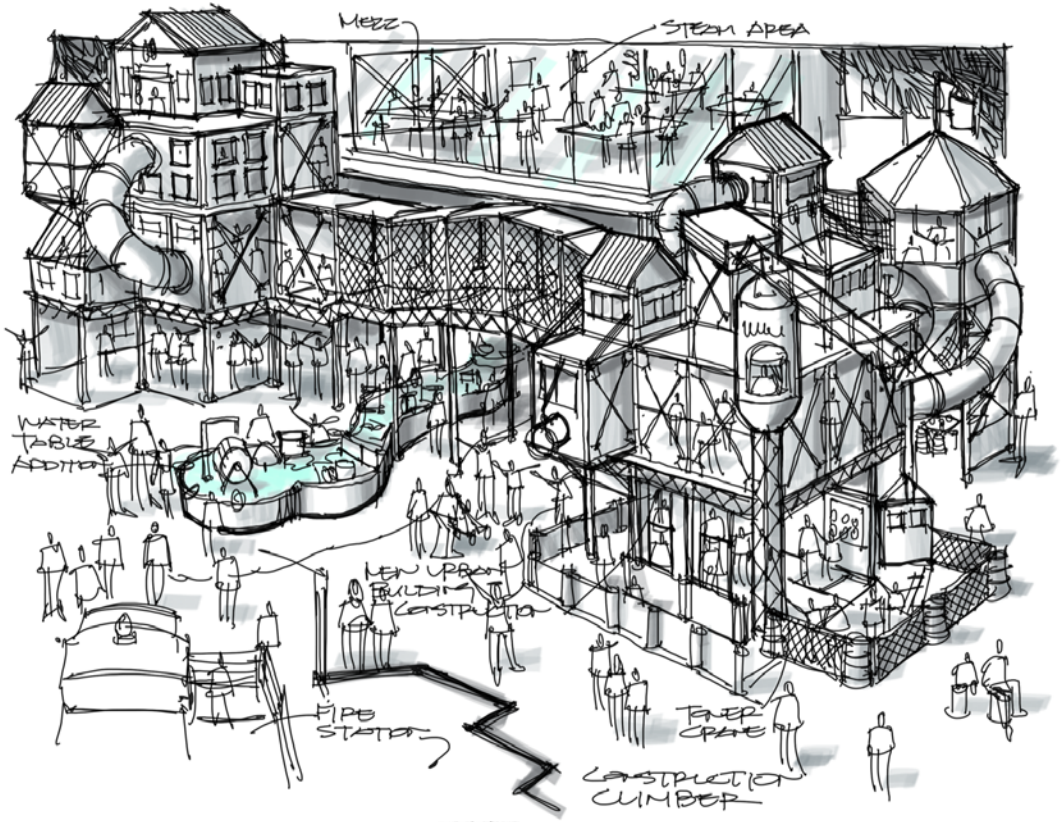


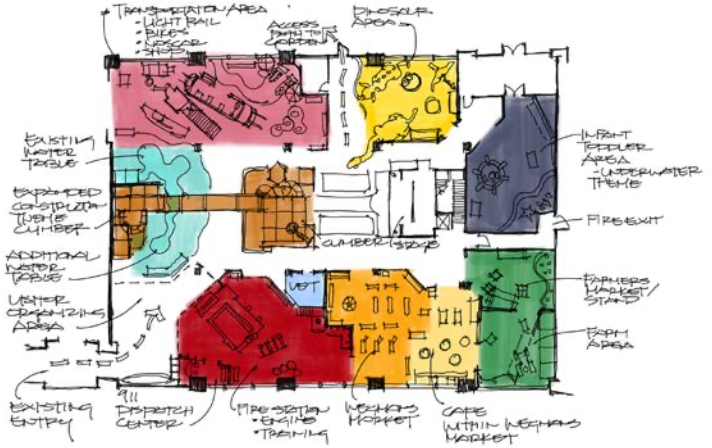


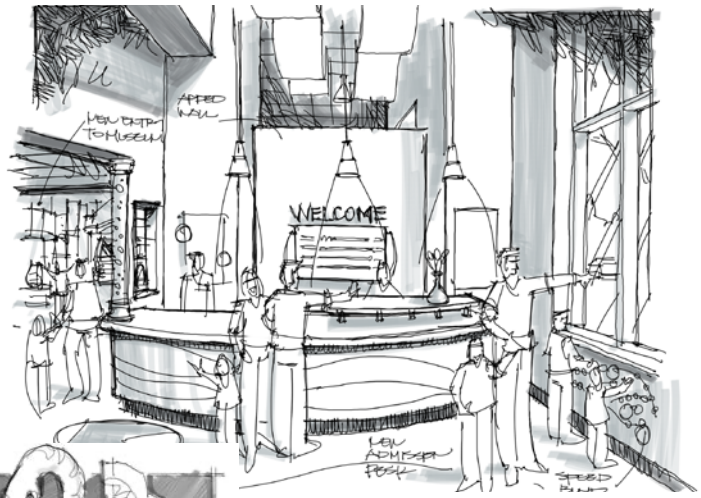


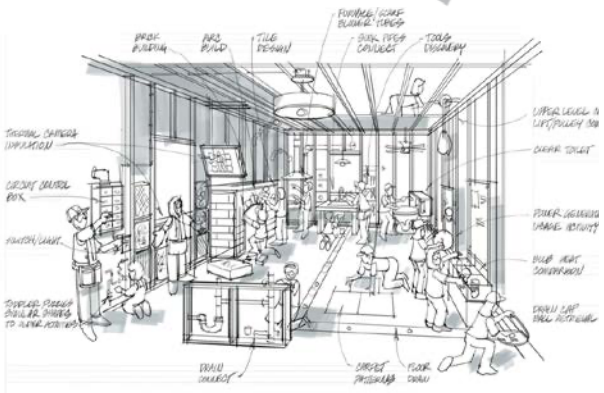
Project Highlights

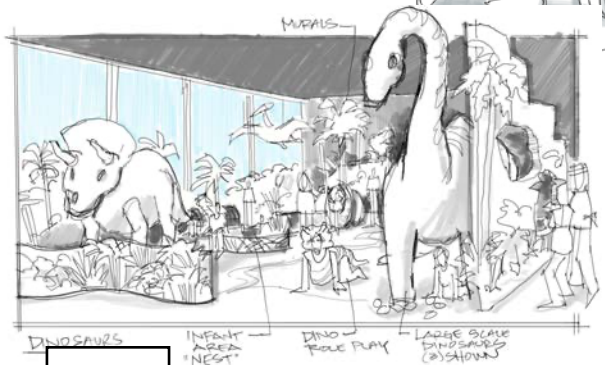
Discovery Place Kids - Huntersville





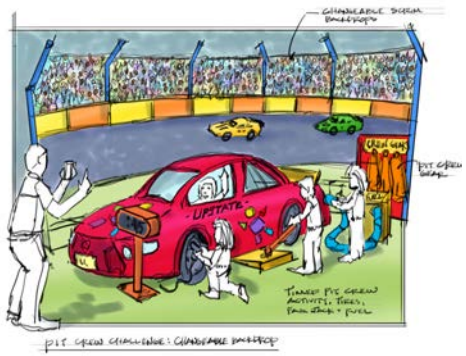






Project Highlights

The Children's Museum of the Upstate
Wheels on the Ground Exhibit

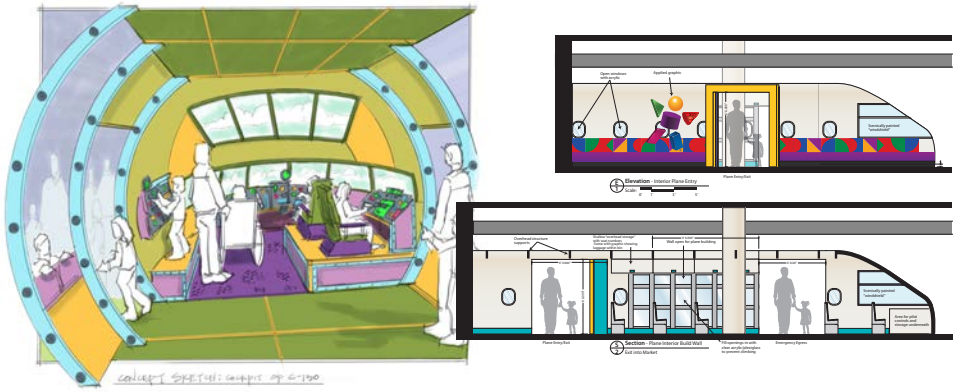


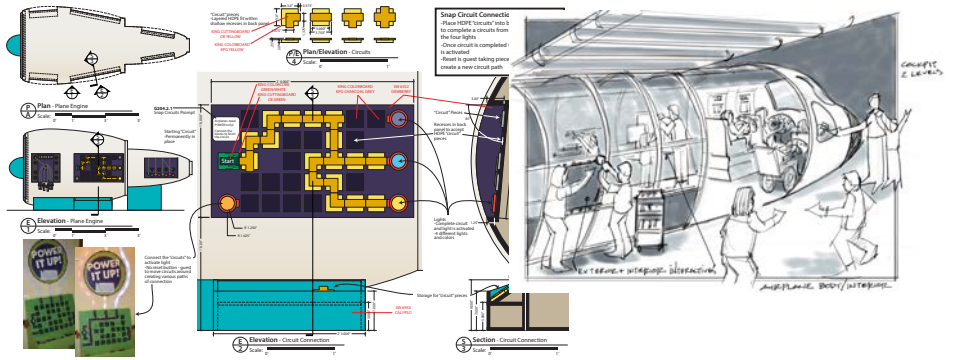


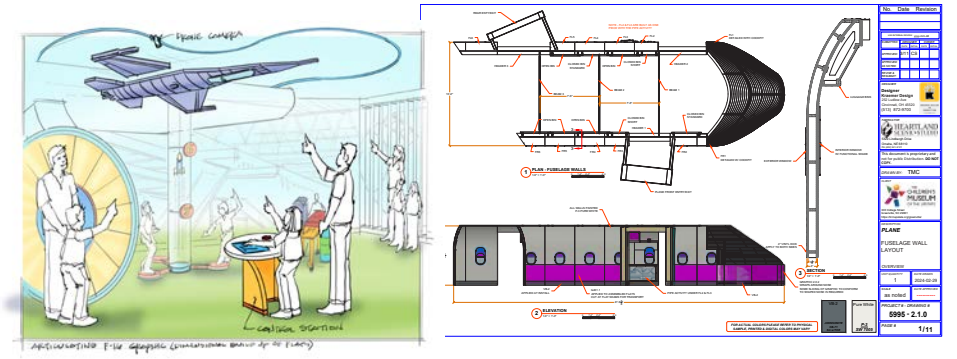




The Children's Museum of the Upstate
Wings in the Air

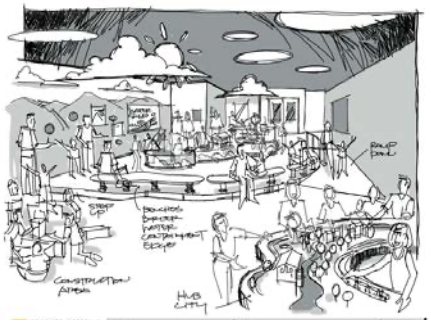


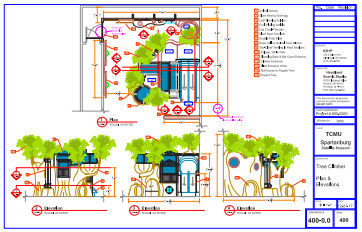


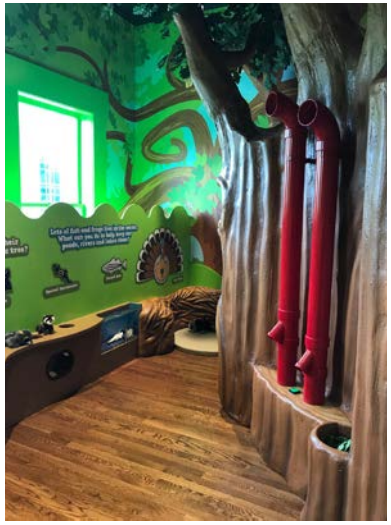


Project Highlights

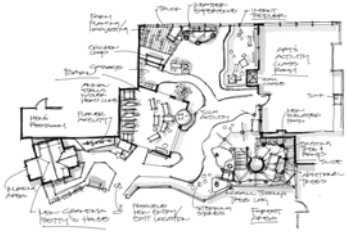
The Children's Museum of the Upstate
Spartanburg Satellite





The Children's Museum of the Upstate
Grandma Betty's



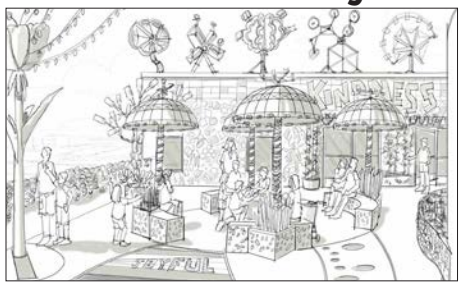






Project Highlights

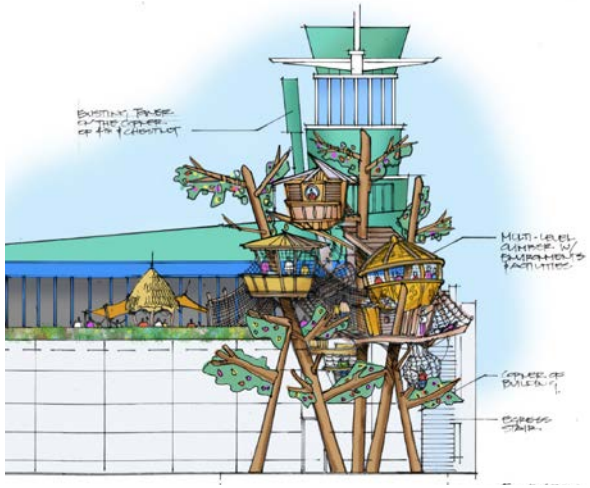
Creative Discovery Museum

















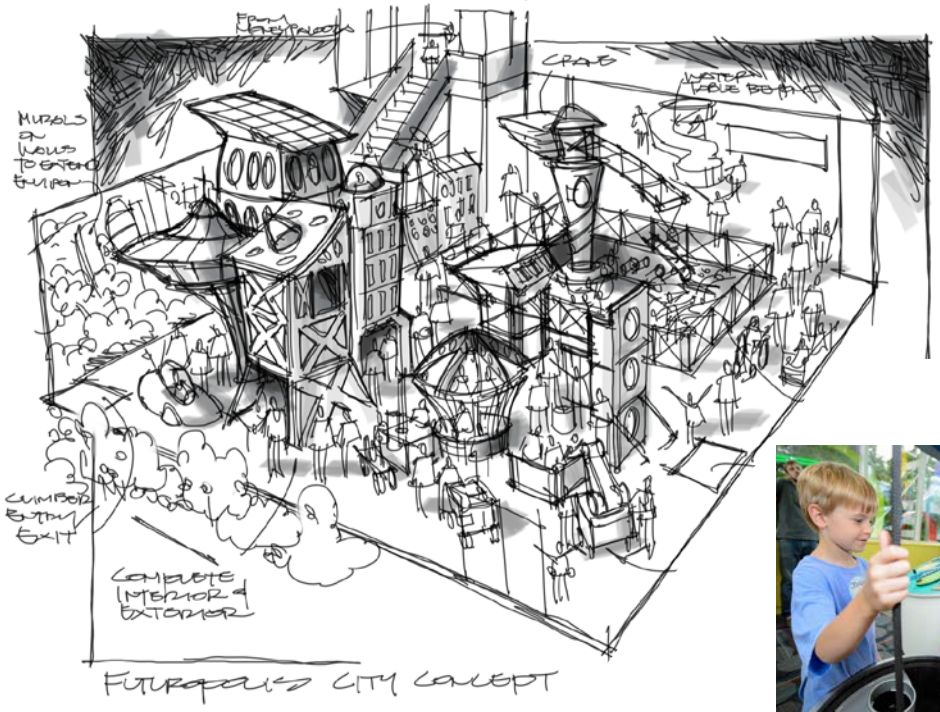






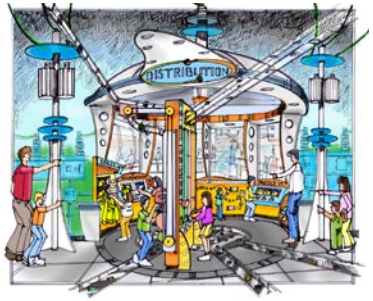
Project Highlights

Marbles Kids Museum - Multiple Projects



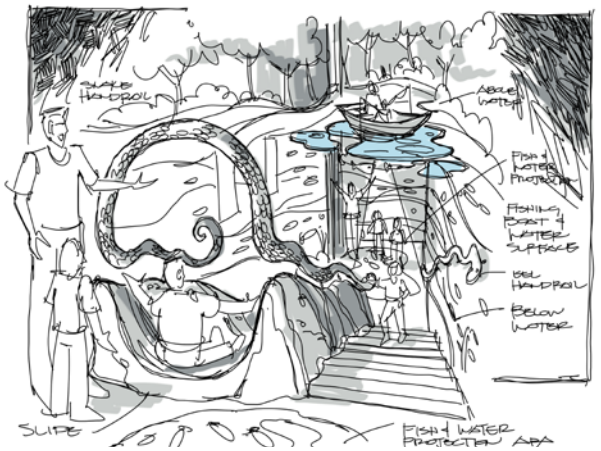












Project Highlights

The Children's Museum of Indianapolis

Riley Children's Health Sports Experience







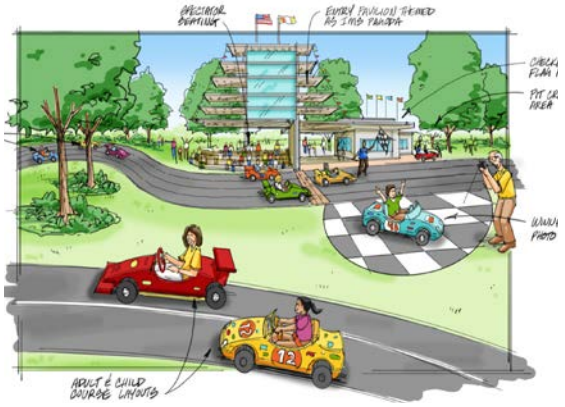














Cain Rash West
Architects
130 Regional Park Dr. • Kingsport, TN 37660 • (423) 349-7760 • www.grcinc.com

Bays Mountain Park Nature Center Phase 2
Additional Services for: Phase 2 Exhibit Design

Date: June 11, 2026
To: City of Kingsport / Kingsport Public Library
Project: Bays Mountain Park & Planetarium – Nature Center Renovation: Phase 2
Location: 853 Bays Mountain Park Rd., Kingsport, TN 37660

PROJECT UNDERSTANDING

CainRashWest Architects (CRW) has been engaged to provide architectural oversight services in support of the Bays Mountain Park & Planetarium (BMPP) Nature Center Phase 2 Exhibits project. As the project advances into the design and implementation phases, the City has engaged with a specialty exhibit design firm to lead the creative and technical exhibit design effort.

To ensure seamless execution and single-point accountability, CRW will act as the **Prime Consultant** to oversee, coordinate, and administer the exhibit design consultant package on behalf of the City of Kingsport.

This structure provides the City with consistent project management, design intent alignment, and full coordination between the exhibit design effort and the Nature Center facility

CONSULTANT PACKAGES BEING ADMINISTERED

Exhibit Design — Kraemer Design + Production

CRW will oversee the Phase 2 Exhibit Design scope being performed by Kraemer Design + Production (KD+P), a PlayCore company based in Cincinnati, OH. Kraemer's scope includes:

- Charrette / Concept Design — on-site stakeholder sessions, illustrative sketches, plans, and conceptual design options
- Schematic Design — floor plans, themed element drawings, basic look-and-feel of all elements and graphics
- Detail Design — full dimensioned drawings, color and materials, lighting and furniture selections, graphic design details
- Bid Documentation — complete drawing package sufficient for fabrication and installation bids
- Budget and schedule coordination at each design phase
- Presentations to BMPP at each phase milestone

Kraemer Design's scope is structured as a phased fee schedule with a total contract value of $87,000.00, tied to exhibit budget milestones. Reimbursable expenses are billed separately at 1.0x actual cost.

CAINRASHWEST PRIME CONSULTANT SCOPE OF SERVICES

CRW will provide overall project-level administration and integration of the Kraemer Design exhibit scope into the Bays Mountain Park Nature Center project.

Contract & Team Administration

- Serve as Prime Consultant and single point of coordination between the City and Kraemer Design
- Manage consultant agreements, invoicing, and deliverable tracking
- Confirm scope alignment with City and BMPP objectives and project budget

Design Coordination

- Integrate exhibit layouts with architectural, mechanical, electrical, and structural systems of the Nature Center
- Coordinate exhibit placement, clearances, and infrastructure requirements with the existing facility
- Maintain consistency between exhibit design intent and Nature Center renovation documents

Procurement & Pricing Oversight

- Support City review of exhibit design pricing packages from fabricators and vendors
- Assist with bid-level scope clarifications and consultant responses during the procurement phase
- Advise on value engineering opportunities without compromising exhibit quality or educational mission

Implementation & Construction Phase Support

- Facilitate Kraemer Design's participation in project meetings and site visits
- Coordinate shop drawing review workflows between exhibit designer and any facility contractors
- Track design and fabrication schedules relative to the target opening
- Oversee punch list completion and project closeout documentation

Owner Representation & Risk Management

- Ensure exhibit design scope is executed without gaps between trades or facility systems
- Reduce administrative burden on City and BMPP staff
- Provide accountability and continuity through a prime-led delivery model

DELIVERABLES

CRW will deliver the following as Prime Consultant:

- Consolidated exhibit design coordination and oversight throughout all design phases
- Integrated review of Kraemer Design drawings, plans, and specifications at each milestone
- Meeting facilitation and documentation
- Construction administration-phase oversight through final fabrication, installation, and Owner acceptance

- Final closeout package including warranties, maintenance information, and record documentation

FEE STRUCTURE

CRW's Prime Consultant oversight fee will be provided as an additional professional services amendment and will include:

- Administration of Kraemer Design + Production exhibit design scope
- Coordination and construction-phase oversight services
- Owner representation through project closeout

Total Hourly Not-To-Exceed Proposed Fee: $97,500.00 (Total Includes Kraemer Design + Production Fee of $87,500.00)

ACCEPTANCE

CainRashWest Architects appreciates the opportunity to continue serving the City of Kingsport and Bays Mountain Park & Planetarium in a full-service project leadership role. Acting as Prime Consultant for the Kraemer Design exhibit scope will ensure coordinated execution, cost control, and high-quality delivery aligned with the Nature Center's mission and the Phase 2 Exhibits vision.

Respectfully submitted,



CainRashWest Architects, Inc.
Clinton Roberts, AIA, NCARB
Vice President

_____
Accepted by:

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2026-2027 Benefiting the General Welfare of Kingsport Residents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-195-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will enter into a partnership agreement with various agencies and organizations for services in the fiscal year 2026-2027 benefiting the general welfare of Kingsport residents. The agencies are listed below:

- Boys and Girls Club of Greater Kingsport Inc. - $10,000
- Branch House - $25,000
- Children's Advocacy Center of Sullivan County - $5,400
- Downtown Kingsport Association - $90,000
- First Tennessee Development District - $6,374
- First Tennessee Human Resource Agency - $9,212
- Holston Business Development Center – $33,840
- Kingsport Ballet - $14,880
- Kingsport Chamber Foundation - $227,540
- Kingsport Convention and Visitors Bureau - $140,000 + 62.5% of 7% Hotel/Motel Tax
- Kingsport Theatre Guild - $7,200
- Petworks - $400,000
- Symphony of the Mountains - $7,500

Each of these partner agencies and organizations provide services that connect to our citizens throughout multiple areas of the city's adopted Strategic Plan. A brief description of each organization and services provided is included in supplemental information.

Attachments:
1. Resolution
2. Supplemental Information
3. Agreements

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2026-2027 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

WHEREAS, the City of Kingsport desires to enter into various agreements in fiscal year 2026-2027, which pursuant to their terms will benefit the general welfare of city residents, with the Boys and Girls Club of Greater Kingsport, Inc., Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation; Kingsport Ballet (DANCE CO. Program); Kingsport Theatre Guild; Kingsport Convention and Visitor's Bureau, PETWORKS Animal Services, Inc.; Symphony of the Mountains; and the Branch House.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for services in fiscal year 2026-2027, benefiting the general welfare of City of Kingsport residents, with the Boys and Girls Club of Greater Kingsport, Inc., Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation; Kingsport Ballet (DANCE CO. Program); Kingsport Theatre Guild; Kingsport Convention and Visitor's Bureau, PETWORKS Animal Services, Inc.; Symphony of the Mountains; and the Branch House, to deliver the agreements and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreements and this resolution.

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

SECTION III. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2026-2027 budget.

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 16th day of June, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

AF-195-2026
Partnership Agreements
Supplemental Information

- **Boys and Girls Club of Greater Kingsport Inc**. - $10,000
  - Operation of competitive recreational youth basketball teams for the city with open try-outs for all age eligible city residents or KCS students. Priority given to residents and KCS students before non residents and non students.
  - Annual Reporting

- **Branch House** - $25,000
  - Coordinates free services for survivors and provides assistance for meeting immediate and long-term needs, including medical and legal assistance. On-site services include representatives from local agencies that have been specially trained to provide assistance to people who have experienced domestic or sexual violence.
  - Quarterly Reporting

- **Children's Advocacy Center of Sullivan County** - $5,400
  - Provide a children's advocacy center for abused children in the Sullivan County area and assist with Education/Training Coordination, Medical Examinations, Child Protective investigative Teams, Cout Groups, Mother Advocate Programs and Transportation
  - Quarterly Reporting

- **Downtown Kingsport Association** - $90,000
  - Assist in the implementation of city policies and objectives for downtown, maintain Main Street Certification, undertake marketing program for downtown, assist with education for downtown stakeholders, assist Chamber and ED office with promotion of vacant buildings, facilitate installation of seasonal décor and produce events that promote the downtown.
  - Quarterly Reporting

- **First Tennessee Development District** - $6,374
  - Serves as a liaison for local governments, assist with data collection services, regional plan preparations, project implementation activities, grants management, and technical assistance.
  - Quarterly Reporting

- **First Tennessee Human Resource Agency** - $9,212
  - Provides basic homemaker services including personalized training in cleaning, cooking, personal care, laundry grocery shopping, educational assistance, medication pickup and monitoring, transportation, coordination with other public services.
  - Quarterly Reporting

- **Holston Business Development Center** – $33,840
  - Promote, coordinate, develop and operate the Small Business Incubator Program.
  - Quarterly Reporting

- **Kingsport Ballet** - $14,880
    - Provides free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach program.
    - Quarterly Reporting

- **Kingsport Chamber Foundation** - $227,540
    - Develops and Carrys out programs/services related to a clean and beautiful environment, positive health outcomes and information related to improved health for citizens, small business development and entrepreneurship, recruitment of quality residents to Kingsport.
    - Quarterly Reporting

- **Kingsport Convention and Visitors Bureau** - $140,000 + 62.5% of 7% Hotel/Motel Tax
    - Responsible for increasing tourism revenue through the continued promotion of Kingsport as a destination for conventions, amateur athletics, business, leisure travelers, special events and any other tourism related events. Also responsible for the Twilight Alive Concert Series, Red White and BOOM, and FunFest.
    - Annual Reporting

- **Kingsport Theatre Guild** - $7,200
    - Produce and present community-wide productions with staff and actors from the Greater Tri-Cities area. Hosts a youth camp and teen camp in the summer and partners with Barter Youth Academy for workshops in the fall, spring and summer targeting a young audience.
    - Quarterly Reporting

- **Petworks** - $400,000
    - Provides for an Animal Control/Shelter Program for the City.
    - Monthly Reporting and Annual Presentation

- **Symphony of the Mountains** - $7,500
    - Funding for a concert chair for Symphony of the Mountains Association.
    - Quarterly Reporting

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

BOYS AND GIRLS CLUB OF GREATER KINGSPORT INC.

THIS AGREEMENT made and entered into as of this ____ day of July, 2026, by and between the City of Kingsport, hereafter called "CITY" and the Boys and Girls Club of Greater Kingsport Inc. , hereafter called "B&GC ".

WITNESSETH:

WHEREAS, B&GC is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide the means for the operation of competitive recreational youth basketball teams for the CITY and state the terms and conditions upon which financial assistance will be provided by CITY, to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the services will be carried out by B&GC , and responsibilities of each party.

2. **DESCRIPTION OF THE OPERATION.** B&GC agrees as follows to undertake the following action items and responsibilities:

A. Operate boys competitive youth basketball teams for the CITY in the fall season.

B. Operate girls competitive youth basketball teams for the CITY in the fall season.

C. Open try-outs will be conducted in a manner that allows opportunity for all desirous and age eligible CITY residents or Kingsport City School (KCS) students to try out for the team.

a. Residents and KCS students shall be given priority for a position on the team(s) over non-residents and non-students.

b. B&GC will work with CITY to schedule tryouts and post results prior to evaluations for the CITY's league.

c. B&GC shall create and share advertising materials with the CITY at least two weeks prior to tryouts, which will then be advertised by the CITY.

D. B&GC will certify that background checks have been conducted on all coaches in a leadership role and have direct contact with Children. B&GC agrees that no coach shall come in direct contact with Children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;

b. any offense in Title 39, Chapter 13 (offenses against persons);

c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);

d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);

e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);

f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);

g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or

h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

i. B&GC shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

E. B&GC shall provide reasonable participation fees. Fees will be presented to the CITY on an annual basis prior to advertisement for

tryouts. If the CITY and B&GC cannot agree on reasonable participation fees financial support may be withheld by the CITY.

a. B&GC will provide a process that allows for participation by indigent individuals.

F. Comply with Tenn. Code Ann. § 68-55-501 et seq. regarding concussions which shall include but not necessarily be limited to:

a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.

b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.

c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.

d. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. §68-55-501 et seq. has 6 symptoms to watch for:

i. fainting or seizures;

ii. unexplained shortness of breath;

iii. chest pains;

iv. dizziness;

v. racing heart; and

vi. extreme fatigue

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to B&GC under this Agreement will not exceed TEN THOUSAND DOLLARS ($10,000.00). FIVE THOUSAND DOLLARS ($5,000) is payable for operation of boys teams and FIVE THOUSAND DOLLARS ($5,000) is payable for operations of girls teams. B&GC may invoice the CITY after team rosters are finalized and presented to the CITY.

4. **ANNUAL REPORTS.** B&GC will submit a report to the CITY showing:

   i. The actual net operating costs incurred by operating the teams on an annual basis.

   ii. Number of teams, players by sex and age group, along with % of total players that are CITY residents or KCS students.

   iii. The reports are due on January 1, 2027 and delivered in person or electronically to the City Manager's office.

5. **REIMBURSEMENT BY CITY.** CITY will review the annual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** B&GC prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

   (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization.
   (B) A description of the program that serves the residents of the municipality; and
   (C) The proposed use of municipal assistance.
   (D) A listing of revenue sources detailing what percentage of the total operating budget they cover

   The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. B&GC will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the operation of the teams, and to audit the books, records, and accounts of B&GC with regard to the same. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** B&GC will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. B&GC further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** B&GC will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, B&GC will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed $10,000.00.

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** B&GC will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the in accordance with the provisions of this Agreement.

12. **ASSURANCES.** B&GC hereby assures CITY that B&GC is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** B&GC will provide any relevant information requested by CITY concerning B&GC 'S Teams including but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **TERM.** Funds allocated by CITY to B&GC can be used to reimburse B&GC for eligible expenses beginning on July 1, 2026. In no event will CITY participate in expenses incurred after June 30, 2027.

16. **INDEPENDENT CONTRACTOR.** B&GC's relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. B&GC is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY**.** Neither B&GC nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by B&GC, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** B&GC will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with B&GC 'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of B&GC and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to B&GC and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

BOYS AND GIRLS CLUB OF GREATER KINGSPORT INC.

Secretary

ATTEST:

Jessica Poore
Executive Director

CITY OF KINGSPORT

PAUL W. MONTGOMERY
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM;

RODNEY B. ROWLETT, III
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

BRANCH HOUSE FAMILY JUSTICE CENTER
"BRANCH HOUSE"

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the Branch House Family Justice Center, hereinafter called "BRANCH HOUSE".

W I T N E S S E T H:

WHEREAS, BRANCH HOUSE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, BRANCH HOUSE will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist BRANCH HOUSE with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by BRANCH HOUSE.

2. **DESCRIPTION OF THE PROJECT.**

BRANCH HOUSE agrees to coordinate free services for survivors and provides assistance for meeting immediate and long-term needs, including medical and legal assistance. On-site services include representatives from local agencies that have been specially trained to provide assistance to people who have experienced domestic or sexual violence.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to

be paid by CITY to BRANCH HOUSE under this Agreement will not exceed TWENTY FIVE THOUSAND DOLLARS and NO/100 ($25,000).

4. **REQUEST FOR REIMBURSEMENT.** BRANCH HOUSE will bill CITY for payment of funds after July 1, 2025, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** BRANC HOUSE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. BRANCH HOUSE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of BRANCH HOUSE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** BRANCH HOUSE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. BRANCH HOUSE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. ASSIGNMENT AND SUBLETTING. BRANCH HOUSE will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, BRANCH HOUSE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY FIVE THOUSAND DOLLARS and NO/100 ($25,000).

11. CHANGED CONDITIONS AFFECTING PERFORMANCE. BRANCH HOUSE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. ASSURANCES. BRANCH HOUSE hereby assures CITY that BRANCH HOUSE is legally entitled to funds from CITY.

13. OPERATING INFORMATION. BRANCH HOUSE will provide any relevant information requested by CITY concerning BRANCH HOUSE's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. PROJECT TERM. CITY and BRANCH HOUSE have previously agreed that the project term for this contract is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to BRANCH HOUSE can be used to reimburse BRANCH HOUSE for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. REPORTING. BRANCH HOUSE will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to BRANCH HOUSE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

16. INDEPENDENT CONTRACTOR. BRANCH HOUSE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. BRANCH HOUSE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY**.** Neither BRANCH HOUSE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by

BRANCH HOUSE, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. BRANCH HOUSE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with BRANCH HOUSE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of BRANCH HOUSE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to BRANCH HOUSE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Branch House	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
	Attest:
Printed Name	
	Angela Marshall, Deputy City Recorder
Title	
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

W I T N E S S E T H:

WHEREAS, CHILDREN'S CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.

2. **DESCRIPTION OF THE PROJECT.**

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

- The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse

B. Medical Examination Program

- The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

C. Child Protective Investigative Team

- Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.

D. Court Group

- The Child Advocacy Center provides several means of support to any child and family who have to appear in court.

E. Mother Advocate Program

- The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.

F. Transportation

- The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND FOUR HUNDRED DOLLARS ($5,400).

4. **REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. REIMBURSEMENT BY CITY. CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. AUDITS. CHILDREN'S CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS. CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. CHANGES. Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. ASSIGNMENT AND SUBLETTING. CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written

notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED DOLLARS ($5,400).

11. CHANGED CONDITIONS AFFECTING PERFORMANCE. CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. ASSURANCES. CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.

13. OPERATING INFORMATION. CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. PROJECT TERM. CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. REPORTING. CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

16. INDEPENDENT CONTRACTOR. CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY**.** Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CHILDREN'S CENTER will indemnify, defend, and hold harmless CITY, including

without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHILDREN'S CENTER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHILDREN'S CENTER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHILDREN'S CENTER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Children's Advocacy Center of Sullivan County, Inc.

Signature

Date

Printed Name

Title

City of Kingsport, Tennessee

Paul W. Montgomery, Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

DOWNTOWN KINGSPORT ASSOCIATION
"CENTRAL BUSINESS DISTRICT PROJECT"

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereafter called "CITY" and the Downtown Kingsport Association, Inc., hereafter called "ASSOCIATION".

WITNESSETH:

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.

2. DESCRIPTION OF THE PROJECT. ASSOCIATION agrees as follows to undertake the following action items and responsibilities:

A. Implement the City's policy and objectives for and in downtown Kingsport.

B. Maintain Main Street certification and implement the Main Street action program.

C. Undertake a marketing program for downtown Kingsport, which should include:

1. Providing a printed and digital guide to downtown;

2. Creating and maintaining an up to date website promoting downtown; and

3. Partnering with other entities (including CITY Public Information Staff) tasked with promoting Kingsport to provide an all-encompassing marketing approach. Meetings to discuss marketing plans and strategies shall occur no less than 6 times a year.

D. Become the point of education for downtown stakeholders by conducting workshops for business and property owners. Utilize City of Kingsport staff members and other community members as presenters for knowledge based workshops as it relates to downtown.

E. Work in partnership with other entities of the Chamber of Commerce and City Economic Development Director to promote vacant and leasable first floor storefronts within the central business district.

F. Facilitate the installation of seasonal décor around downtown including but not limited to hanging flower baskets in the spring/summer months and the Christmas Decorations in the winter months.

1. Hanging flower basket decisions shall be coordinated with the City Landscape Specialist.

2. Church Circle Tree decoration shall be the responsibility of the ASSOCIATION. The ASSOCIATION shall coordinate the installation of holiday lights with the City allowing for an appropriate amount of time to be agreed upon. The ASSOCIATION shall be responsible for submitting to the City for approval the decoration plan for the Church Circle Tree prior to work commencing.

G. Christmas Tree Lighting & Parade shall be the responsibility of the ASSOCIATION in accordance with Ordinance No. 7246 Sec. 66-80(c)3. The ASSOCIATION shall submit all information deemed necessary by the CITY 60 days in advance of the Christmas Tree Lighting & Parade.

H. The ASSOCIATION shall have all responsibility associated with purchasing and selling Christmas Trees sponsorships as it relates to the Christmas in the Park or Christmas in Kingsport program.

1. The ASSOCIATION is permitted to keep any sponsorship proceeds from the sale of trees as well as naming rights related to Christmas in the Park or Christmas in Kingsport program. Sponsorships related to the Christmas in the Park or Christmas in Kingsport Program or otherwise erected on City owned property must be approved in writing by the Director of Parks and Recreation. For this privilege the ASSOCIATION shall remit FIVE THOUSAND DOLLARS ($5,000) or 50% of the proceeds from

net profit from Tree Sales and sponsorship, whichever is lesser, to the Parks and Recreation Fund for Christmas related purchases by January 31, 2027.

2. The ASSOCIATION shall coordinate with the CITY for marketing, promotion, communication, and all other functions related to Christmas in the Park or Christmas in Kingsport as deemed necessary by the CITY. The ASSOCIATION shall share with the City all promotional and marketing plans. Said promotional efforts will incorporate the ASSOCIATION'S branding as the official branding for all downtown Christmas promotions, including the branding developed by the ASSOCIATION originally for Christmas in Kingsport. The ASSOCIATION shall retain responsibility for fulfilling and executing all obligations outlined within sponsorship agreements and contracts secured in support of Christmas in the Park/Christmas in Kingsport and any other downtown Christmas events and promotions.

I. Produce events that promote downtown, including by way of example:

1. Downtown Wine and Whiskey Festival
2. Farm to Table Events
3. Downtown Holiday Loft Tours
4. First Thursdays
5. Merchant Open House Events
6. Christmas Tree Lighting & Parade
7. Small Business Saturday
8. July 4th Celebration

J. Work in conjunction with other organizations hosting events in the downtown core to assist in promotion when applicable.

K. Facilitate projects that directly relate to the Downtown Master Plan, when appropriate

L. Facilitate any maintenance needed with the Church Circle Improvements.

M. Maintain an active Design Committee that takes the initiative in looking for ways to improve aesthetics in the Downtown.

N. Such other responsibilities as the board of mayor and aldermen may request and the DKA accept.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed NINETY THOUSAND DOLLARS ($90,000). FORTY-FIVE THOUSAND DOLLARS

($45,000) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. FORTY-FIVE THOUSAND DOLLARS ($45,000) will be paid to the ASSOCIATION on January 1, 2027.

4. **FINANCIAL REPORTING AND ACCOUNTABILITY.** ASSOCIATION will submit an annual report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The annual report is due upon the proper execution of this Agreement by all parties and on January 1, 2027.

5. **REIMBURSEMENT BY CITY.** CITY will review the semiannual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** ASSOCIATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

   (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

   (B) A description of the program that serves the residents of the municipality; and

   (C) The proposed use of the municipal assistance.

   (D) A listing of revenue sources detailing what percent of the total operating budget they cover

   The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed $90,000.00.

11. CHANGED CONDITIONS AFFECTING PERFORMANCE. ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. ASSURANCES. ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.

13. OPERATING INFORMATION. ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. ASSOCIATION will hold regularly scheduled meetings with the ASSOCIATION Board, as stated in ASSOCIATION By-Laws, to provide updates on events, financials and other information as deemed necessary.

14. PROJECT TERM. CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. REPORTING. ASSOCIATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen.

16. INDEPENDENT CONTRACTOR. ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY**.** Neither ASSOCIATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed

upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Downtown Kingsport Association	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
Printed Name	**Attest:**
	Angela Marshall, Deputy City Recorder
Title	
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

W I T N E S S E T H:

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.

2. DESCRIPTION OF THE PROJECT.
FTDD agrees as follows:

A. To be a liaison for local governments and state and federal governments.

B. To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination functions

and technical assistance.

C. To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. MAXIMUM PAYMENT. It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS ($6,374.00).

4. REQUEST FOR REIMBURSEMENT. FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

5. REIMBURSEMENT BY CITY. CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. AUDITS. FTDD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS. FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State

government.

8. CHANGES. Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. ASSIGNMENT AND SUBLETTING. FTDD will not assign any rights to funds without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS ($6,374.00).

11. CHANGED CONDITIONS AFFECTING PERFORMANCE. FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. ASSURANCES. FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.

13. OPERATING INFORMATION. FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. PROJECT TERM. CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. REPORTING. FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. INDEPENDENT CONTRACTOR. FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY**.** Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FTDD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FTDD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FTDD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

First Tennessee Development District	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
	Attest:
Printed Name	
	Angela Marshall, Deputy City Recorder
Title	
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE FIRST TENNESSEE HUMAN RESOURCE AGENCY

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

W I T N E S S E T H:

WHEREAS, FIRST TENNESSEE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.

2. DESCRIPTION OF THE PROJECT.

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

- Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
- Provide educational assistance with banking, budgeting, and bill payments.
- Provide medication pick-up and monitoring as well as assistance with medical

appointments and transportation to those appointments.

- Provide coordination with area agencies and local charities and assistance with utilization of other public services.

B. Provide self-sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.

3. MAXIMUM PAYMENT. It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS ($9,212.00).

4. REQUEST FOR REIMBURSEMENT. FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. REIMBURSEMENT BY CITY. CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. AUDITS. FIRST TENNESSEE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS. FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time

said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS ($9,212.00).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY**.** Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.
FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FIRST TENNESSEE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FIRST TENNESSEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FIRST TENNESSEE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

First Tennessee Human Resource Agency	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
	Attest:
Printed Name	
	Angela Marshall, Deputy City Recorder
Title	
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE,

AND

HOLSTON BUSINESS GROUP
SMALL BUSINESS INCUBATOR PROGRAM

THIS AGREEMENT made and entered into as of the 1st day of July, 2026, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

W I T N E S S E T H:

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

This Agreement will be for a term of twelve (12) months commencing July 1, 2026 through June 30, 2027, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027, without its written consent.

II. SCOPE OF WORK.

HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.

III. MONITORING AND REPORTING REQUIREMENTS.

HOLSTON prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
(B) A description of the program that serves the residents of the municipality; and
(C) The proposed use of the municipal assistance.
(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

IV. COMPENSATION.

A. CITY will pay HOLSTON Thirty Three Eight Hundred and Forty Dollars and NO/100 ($33,840.00) dollars annually for services provided under this Agreement as described in Section II Scope of Work.

B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2026; October 1, 2026; January 1, 2027; and April 1, 2027).

C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

D. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.

E. HOLSTON will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

HOLSTON will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

A. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the obligations of this Agreement, or if HOLSTON violates any of the covenants, agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and written notice specifying such default and HOLSTON will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. ASSURANCES.

HOLSTON hereby assures CITY that HOLSTON is legally entitled to funds from CITY.

XII. REPORTING.

HOLSTON will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

Holston Business Group

Signature

Date

Printed Name

Title

City of Kingsport, Tennessee

Paul W. Montgomery, Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

Executive Director

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE KINGSPORT BALLET
"DANCE CO."

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

W I T N E S S E T H:

WHEREAS, KINGSPORT BALLET is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT BALLET.

2. **DESCRIPTION OF THE PROJECT.**

KINGSPORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLET under this Agreement will not exceed

FOURTEEN THOUSAND EIGHT HUNDRED AND EIGHTY DOLLARS and NO/100 ($14,880).

4. REQUEST FOR REIMBURSEMENT. KINGSPORT BALLET will bill CITY for payment of funds after July 1, 2025, using forms and procedures specified by CITY.

5. REIMBURSEMENT BY CITY. CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. AUDITS. KINGSPORT BALLET prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KINGSPORT BALLET will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLET with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS. KINGSPORT BALLET will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLET further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. CHANGES. Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. ASSIGNMENT AND SUBLETTING. KINGSPORT BALLET will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLET will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FOURTEEN THOUSAND EIGHT HUNDRED AND EIGHTY DOLLARS and NO/100 ($14,880).

11. CHANGED CONDITIONS AFFECTING PERFORMANCE. KINGSPORT BALLET will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. ASSURANCES. KINGSPORT BALLET hereby assures CITY that KINGSPORT BALLET is legally entitled to funds from CITY.

13. OPERATING INFORMATION. KINGSPORT BALLET will provide any relevant information requested by CITY concerning KINGSPORT BALLET's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. PROJECT TERM. CITY and KINGSPORT BALLET have previously agreed that the project term for this contract is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to KINGSPORT BALLET can be used to reimburse KINGSPORT BALLET for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. REPORTING. KINGSPORT BALLET will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to KINGSPORT BALLET assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

16. INDEPENDENT CONTRACTOR. KINGSPORT BALLET'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT BALLET is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLET nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or

other wrong doing by KINGSPORT BALLET, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. KINGSPORT BALLET will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT BALLET'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT BALLET and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT BALLET and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Kingsport Ballet	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
	Attest:
Printed Name	
	Angela Marshall, Deputy City Recorder
Title	
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE KINGSPORT CHAMBER FOUNDATION

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereafter called "CIT" and, the Kingsport Chamber Foundation hereafter called "FOUNDATION".

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing certain programs deemed beneficial to the general welfare of Kingsport residents and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.

2. **DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

a. To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:
    i. Litter Prevention

1. Trashbuster Program:
    a. Coordinate Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
    b. Maintaining public/private partnership for the sponsorship of the program.
2. Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other desirable items
3. Areas to be reviewed and approved by CITY.

ii. Beautification
1. Coordinate and maintain the Tree Planting Fund Program that is dedicated to planting of various varieties of trees.
2. Maintain public/private partnership for the sponsorship of the Tree Planting Fund program.

iii. Promotion & Public Awareness
1. Promotion of recycling.
2. Promotion of environmental improvements.
3. Coordinate annual Conservation Camp for 4th graders.
4. Coordinate with CITY Public Information Staff on cross promotion of events and activities

iv. Recognition
1. Establish and maintain program to recognize excellence in environmental and beautification improvements.
2. Coordinate, prepare and present recognition at regularly scheduled Board of Mayor and Aldermen meetings
3. Maintain public/private partnership for the sponsorship of recognition program.

b. Develop and promote programs designed to promote positive health outcomes and provide information to improve health for the citizens of Kingsport. Such programs include but are not limited to:
    i. Programming focused on healthy initiatives that can be done year round.
    ii. Work in coordination with CITY to promote recreational activities and create programming centered on a healthy lifestyle.
    iii. Maintain website with up to date information on topics to general health and wellbeing as well as event and partnership opportunities.

c. To establish and maintain a dedicated Office of Small Business Development and Entrepreneurship by:

i. Employing an executive director and necessary support staff meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties.
ii. Serving as a hub for advisement, resources, and training to assist with small business startups.
iii. Maintain status as the Tennessee Small Business Development Affiliate Office.
iv. Coordinate, plan and promote the annual KOSBE awards to recognize leaders in small business.
v. Coordinating with CITY Public Information Staff on cross promotion of events and activities.

d. To establish and maintain a dedicated effort to recruit quality residents to Kingsport through:
   i. Establishment and continuation of a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate Professionals, and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors for the Chamber.
   ii. Maintaining necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment Program.
   iii. Maintain a dedicated internet website as the primary source to recruit people.
   iv. Establish and implement a coordinated marketing plan to promote the program with the CITY Public Information Department.
   v. Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.
   vi. Continue the employer assistance program in recruiting professionals to live and work in Kingsport.

e. To continually seek out new funding opportunities through local, state and federal grants and sponsorships.

3. **MAXIMUM PAYMENT:** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed TWO HUNDRED TWENTY SEVEN THOUSAND AND TWO HUNDRED FORTY DOLLARS and NO/100 ($227,240.00).
   a. Historical funding distribution as follows, however, funding allocations are to be distributed to meet criteria in Section 2:

i. Keep Kingsport Beautiful: $52,240
ii. Healthy Kingsport: $50,000
iii. KOSBE: $100,000
iv. Move to Kingsport: $25,000

4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED AND TWENTY DOLLARS and NO/100 ($113,620.00) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.

5. **REIMBURSEMENT BY CITY**. CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
   a. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
   b. A description of the program that serves the residents of the municipality; and
   c. The proposed use of the municipal assistance.
   d. A listing of revenue sources detailing what percent of the total operating budget they cover

   The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further

agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** PROJECT TERM. CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. **REPORTING.** FOUNDATION will submit to the City Managers Office a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

16. INDEPENDENT CONTRACTOR. FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Kingsport Chamber Foundation

Signature

Date

Printed Name

Title

City of Kingsport, Tennessee

Paul W. Montgomery, Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

THE KINGSPORT CHAMBER FOUNDATION
"KINGSPORT CONVENTION AND VISITORS BUREAU"

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereafter called "CITY" and the Kingsport Chamber Foundation for its Kingsport Convention and Visitors Bureau, hereafter called "FOUNDATION" or "KCVB".

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF THE AGREEMENT. CITY, through its duly elected officials, desires to contract for services with FOUNDATION for the purpose of "Tourism" defined as the planning and conducting programs, of information and publicity designed to attract to Kingsport and the surrounding area tourists, visitors, and other persons from outside the area and to encourage, assist, and coordinate the efforts of public and private organizations or groups of citizens to publicize the facilities, attractions of Kingsport and the surrounding area. "Tourism" shall also mean the acquisition, construction, and remodeling of facilities useful to attracting and promoting tourist, convention and recreation business. In addition to Tourism the FOUNDATION shall be responsible for the Twilight Alive Concert Series, Red White and Boom, and FunFest. This shall be accomplished through the Kingsport Convention and Visitors Bureau (KCVB).

SECTION 2. DESCRIPTION OF THE PROJECT.

A. Increasing tourism revenue through the continued promotion of Kingsport as a destination site for conventions, motorcoach tours, amateur athletics, business and leisure travelers.

- Recruit in the above markets through attendance in trade shows and sales missions, with an emphasis on direct sales calls.
- Produce direct mail pieces aimed at target markets to keep Kingsport "top of mind".
- Host meeting planners and tour operators for site inspections of Kingsport's meeting facilities, attractions and recreational offerings.

B. Provide support and services to visitors and the local community.

- Produce collateral material to assist visitors (i.e. visitors guide, two events calendars and quick reference sheet map).
- Provide bureau services for conventions, motorcoach tours and athletic events to encourage new and repeat business.
- Increase attendance and length of stay for conventions and events by offering/encouraging pre and post conference tours, spousal tours and children's tour options.
- Continue to maintain Kingsport Ambassador Program to provide registration assistance, welcoming committee, tour escorts, etc. (tie in with citizen involvement).

C. Increase the visibility of Kingsport to encourage the traveling public to visit the City.

- Provide visitor information services (i.e. maintain/operate two visitor information centers, maintain/update internet web site, brochure distribution at statewide welcome centers and strategic brochure distribution services locally and regionally.
- Oversee maintenance and screen new applicants for directional signage program in Kingsport.

D. Encourage and assist local citizens, area businesses and the tourism industry in promoting Kingsport's facilities and events.

- Support marketing thrusts of Kingsport properties (i.e. through direct marketing efforts and advertising to generate leads in the areas of conventions, motorcoach tours, athletic events and leisure travel).
- Develop programs to help area business capitalize on tourism (familiarization tours, cooperative advertising, events calendar, etc.).

E. Develop a communications plan designed to inform target customers' markets about Kingsport and increase awareness of Kingsport's appeal and the benefits of tourism.

- Advertise in travel and trade publications to increase awareness and to generate leads.
- Increase Kingsport's exposure by producing a master editorial calendar and by implementing a media solicitation program requiring regular personal, telephone and written contact with national, state, regional and local media.
- Maintain photo library and develop media kits designed to communicate Kingsport's appeal to each market.
- Ensure that Kingsport is fully and accurately represented in all free listings via state, regional and national publications or collateral materials (i.e. Tennessee Tour Operators Manual, Meeting Planners Guide, Vacation Guide, etc.).

F. Support tourism development efforts in Northeast Tennessee, Southwest Virginia and throughout the State of Tennessee.

- Participate in tourism development efforts with local, regional, state and national agencies to maximize KCVB's physical and financial resources.
- Leverage advertising budget through cooperative advertising programs with local travel industry to secure Tennessee Department of Tourism advertising grant.

- Encourage and support area tourism agencies to jointly produce collateral materials that are designed to attract special interest audiences (i.e., hiking/biking trails, festivals brochure, arts and entertainment, etc.).
- To support the development of sports tourism and visitors KCVB can request a fee waiver from the Director of Parks and Recreation for the utilization of Parks and Recreation Facilities for events with significant economic impact. KCVB will make requests 60 days in advance of the event or at the time of submission of the facility rental application. without cost with the approval of the Director of Parks and Recreation.
- KCVB will contribute FIVE THOUSAND DOLLARS ($5,000.00) annually to the CITY for maintenance of sports facilities.

G. Ensure the continued growth of Kingsport's tourism industry.

- Actively participate in ongoing development of MeadowView.
- Screen new events for potential KCVB physical and financial support.
- Encourage, support and assist in the development of new and existing hotel/motel properties, attractions, restaurants, tearooms and tourism development efforts in Kingsport.

H. Conduct the Red, White, and Boom and Twilight Alive Concert Series and FunFest Special Events.

- These events will be conducted in accordance with Ordinance No. 7246 Sec. 66-80(c)(3).
- In consideration of conducting the Twilight Alive Concert Series and Red White and Boom the City will contribute an amount as lain out in Section 3.
- KCVB shall submit all information deemed required by the Parks and Recreation Department for these special events 60 days in advance of the event.
- KCVB will develop a content calendar for Red White and Boom and Twilight Alive Concert Series which shall be submitted to the City Manager's Office by April 1 for review and approval.

SECTION 3. MAXIMUM PAYMENT. The CITY and FOUNDATION expressly understand and agree that the total compensation payable by the CITY to FOUNDATION for the Services described in Section 2, Subsections A through G, shall equal sixty-two and one-half percent (62.5%) of the hotel/motel tax revenues received by the CITY. In no event shall payment under this Agreement exceed said 62.5%.

In addition, the CITY shall pay FOUNDATION the sum of One Hundred Forty Thousand Dollars ($140,000) for the Twilight Alive Concert Series and Red White and Boom Special Events.

FOUNDATION shall submit the annual budget for KCVB to the City Manager no later than March 1 of each year.

SECTION 4. MONIES RESTRICTED FOR TOURISM. CITY will pay the amount set out in Section 3 in monthly payments. These monies shall be accounted for separately from the other monies of the FOUNDATION and shall be restricted to their use solely for tourism activity as described in Section 2 of this Agreement. In the event of dissolution of the KCVB these monies will be returned to the General Fund of the City and reappropriated at the discretion of the Board of Mayor and Aldermen for tourism as defined in applicable law. The FOUNDATION is to send to CITY reports of the actual net operating cost on an annual basis to the City Manager or their designee.

SECTION 5. FINAL DETERMINATION. CITY will review the annual report, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 6. AUDITS. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FOUNDATION'S fiscal year for which operating assistance is provided, FOUNDATION will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for FOUNDATION'S fiscal year.

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

SECTION 8. CHANGES. No changes shall be made to this Agreement except upon a written amendment executed by all parties hereto.

SECTION 9. ASSIGNMENT AND SUBLETTING. FOUNDATION will not assign any rights to funds without prior written authorization from CITY.

SECTION 10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

SECTION 11. CHANGED CONDITIONS AFFECTING PERFORMANCE. FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

SECTION 12. ASSURANCES. FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

SECTION 13. OPERATING INFORMATION. FOUNDATION will provide any relevant information requested by CITY concerning KCVB including but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

SECTION 14. CITY-DESIGNATED REPRESENTATIVES. A member of the Board of Mayor and Aldermen will serve as the CITY representative on FOUNDATION'S KCVB Council and participate on all issues before the Council.

SECTION 15. PROJECT TERM. CITY and FOUNDATION agree that the project term for this contract is from July 1, 2026 to June 30, 2027.

SECTION 16. REPORTING. FOUNDATION will submit to the Board of Mayor and Aldermen annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.

SECTION 17. INDEPENDENT CONTRACTOR. FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY**.** Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or it employees or agents.

SECTION 18. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Kingsport Chamber Foundation.	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
	Attest:
Printed Name	
	Angela Marshall, Deputy City Recorder
Title	
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

KINGSPORT THEATRE GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

W I T N E S S E T H:

WHEREAS, THEATRE GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide productions. The staff and actors are from the Greater Tri-Cities area. The THEATER GUILD hosts a Youth Camp and Teen Camp in the summer and partners with Barter Youth Academy to provide workshops in the fall, spring and summer targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.

2. DESCRIPTION OF THE PROJECT.

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2026-2027 theatre season.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS ($7,200).

4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2023, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** THEATRE GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105 THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. ASSIGNMENT AND SUBLETTING. THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS ($7,200).

11. CHANGED CONDITIONS AFFECTING PERFORMANCE. THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. ASSURANCES. THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.

13. OPERATING INFORMATION. THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. PROJECT TERM. CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. REPORTING. THEATRE GUILD will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

16. INDEPENDENT CONTRACTOR. THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by

THEATRE GUILD, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. THEATRE GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with THEATRE GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of THEATRE GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THEATRE GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Kingsport Theatre Guild	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
	Attest:
Printed Name	
	Angela Marshall, Deputy City Recorder
Title	
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

CITY OF KINGSPORT, TENNESSEE

AND

PETWORKS ANIMAL SERVICES, INC.

OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called “CENTER”.

W I T N E S S E T H:

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control and animal shelter services; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents; and,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

SECTION 2. DESCRIPTION OF THE PROJECT.

CENTER agrees as follows:

A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent

of CITY and agreed upon by CENTER.

B. Endeavor to answer all calls for service within the corporate limits, but not required to maintain a dedicated dispatch employee. CENTER shall have a message on their answering machine that directs callers to leave a message or dial 911 in case of an emergency. Missed calls are expected to be returned the next business day at the latest.

C. Maintain regular posted hours of operation at its premises, on its website and on all social media platforms operated, such hours being open to the public at a minimum of four (4) hours, five days per week, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, public health emergencies, or other unusual occurrences. Notice of all unscheduled closings should be provided to the CITY prior to closing of the facility.

D. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. Staff shall be kept at a rate consistent with budgeted positions. Vacant positions shall be filled in a timely manner to eliminate any gap in service. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement. All staff shall be appropriately trained on the day to day operations of the CENTER as well as all laws that relate to the CENTER.

E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.

F. Admit animals to the facility on a daily basis, except on those holidays and occurrences when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for Animal Control Officers for after-hours or emergency admissions to the shelter. The following constitutes an emergency:

i. Vicious domestic animal or domesticated animal that poses a threat to human life.

ii. An animal whose owner law enforcement officials or other government officials have detained and whose welfare depends on being placed into protective custody by animal control.

iii. An animal whose life is endangered unless immediate care/assistance is provided.

iv. Anytime confirmation is made by medical authority or a law enforcement officer that an animal has bitten a human.

G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes.

H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.

I. Maintain an up to date website with hours of operation and phone number.

J. Maintain an animal lost and found service.

K. Maintain appropriate administrative records.

L. Prepare a monthly administrative report for CITY to be delivered no later than the 10th day of each month which will include the following information on the previous month's activities:

i. Total number of animals brought in – including when available – the location where the animal came from and identification of the source of the animal;

ii. Purpose for which each animal was brought to the facility;

iii. Total number of rabies test performed;

iv. Number of animals reclaimed by owners – and length of stay;

v. Number of animals euthanized;

vi. Number of animals remaining at shelter; and

vii. Record of all monetary transactions.

In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY as well as a presentation to the Board of Mayor and Aldermen at the end of the third quarter of the fiscal year on the operations of the CENTER.

M. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).

N. Provide information on animals brought to the shelter to a newspaper of general circulation within city.

O. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.

P. Provide for the training of assistants to work at the shelter.

Q. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

SECTION 3. RESPONSIBILITY FOR EXPENSES.

It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

A. CENTER will pay for all food for the animals in the program.

B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.

C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.

D. CENTER will perform, and bear the expense for all euthanasia and will assume responsibility for final disposal of animals.

E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.

F. CENTER will coordinate with the Tennessee Wildlife Resources Agency and other local organizations for the care, relocation, removal and /or disposal of wild animals in the corporate limits of the CITY.

G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will then have five (5) additional days for adoption of animals. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately euthanized following the waiting period or upon meeting the requirements of City Ordinance 14-85 be euthanized immediately.

SECTION 4. MAXIMUM PAYMENT.

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed FOUR HUNDRED THOUSAND DOLLARS (400,000.00), except as approved by CITY. The payment will be made on July 1, 2026.

SECTION 5. PAYMENT BY CITY.

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 6. AUDITS.

CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

A. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

B. A description of the program that serves the residents of the municipality; and

C. The proposed use of the municipal assistance.

D. A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.

CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State. CENTER will present bi-annually the accounting and record keeping documents to the CENTER Board of Directors.

SECTION 8. LIABILITY.

CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever

which may in any way result from any activities of CENTER, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

A. CENTER will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.

B. CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER, its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. CENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by CITY; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement

SECTION 10. INDEPENDENT CONTRACTOR.

CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CENTER, or it employees or agents.

SECTION 11. CHANGES.

This Agreement may be amended only by a written instruments signed by properly authorized representatives of CITY and CENTER.

SECTION 12. ASSIGNMENT AND SUBLETTING.

CENTER may not assign this Agreement without the express written consent of CITY.

SECTION 13. TERMINATION.

This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION 15. ASSURANCES.

CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

SECTION 16. OPERATING INFORMATION.

CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

SECTION 17. PROJECT TERM.

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

SECTION 18. MISCELLANEOUS.

This written Agreement represents the entire Agreement of the parties, and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

PETWORKS Animal Services, Inc.	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
Printed Name	**Attest:**
Title	**Angela Marshall, Deputy City Recorder**
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

SYMPHONY OF THE MOUNTAINS

THIS AGREEMENT made and entered into as of this 1st day of July, 2026, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

W I T N E S S E T H:

WHEREAS, SYMPHONY is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.

2. **DESCRIPTION OF THE PROJECT.** SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 ($7,500).

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to SYMPHONY under this Agreement will not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 ($7,500).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2022, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** SYMPHONY prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 ($7,500).

11. CHANGED CONDITIONS AFFECTING PERFORMANCE. SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. ASSURANCES. SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.

13. OPERATING INFORMATION. SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. PROJECT TERM. CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2026 to June 30, 2027. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2026. In no event will CITY participate in project expenses incurred after June 30, 2027.

15. REPORTING. SYMPHONY will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

16. INDEPENDENT CONTRACTOR. SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY**.** Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with SYMPHONY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYMPHONY and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYMPHONY and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Symphony of the Mountains	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
	Attest:
Printed Name	
	Angela Marshall, Deputy City Recorder
Title	
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor's Signature on the Certification of Local Official Determining that KHRA's Agency Plan is Consistent with the Consolidated Plan

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-193-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	M. Price
First Reading:	N/A	Presentation By:	Jessica Harmon

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the Mayor's Signature will authorize the Certification by State & Local Official of Public Housing Authority (PHA) Plan's Consistency with the Consolidated Plan.

The Annual Public Housing Authority (PHA) Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low-income families.

The form was created by the US Department of Housing and Urban Development (HUD). The purpose of this form is to ensure that the Kingsport Housing and Redevelopment Authority's 5-year agency plan is consistent with the City of Kingsport's Consolidated Plan. The document is approved on an annual basis. The submission deadline to HUD is June 18, 2026. Both the City of Kingsport and the Kingsport Housing and Redevelopment Authority are committed to providing for the development of decent housing, suitable living environments, and expanded economic opportunities, as well as to transforming and empowering our communities to help Tennesseans build communities of opportunity.

Attachments:
1. Resolution
2. KHRA Support Documents

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR'S SIGNATURE ON THE CERTIFICATION BY STATE OR LOCAL OFFICIAL OF THE PUBLIC HOUSING AUTHORITY'S PLANS CONSISTENCY WITH THE CONSOLIDATED PLAN DOCUMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Certification by State and Local Official of the Public Housing Authority Plans Consistency with the Consolidated Plan is a form created and required by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, this certification is to ensure that the Kingsport Housing and Redevelopment Authority's Annual Agency Plan is consistent with the City of Kingsport's Consolidated Plan as it relates to the Community Development Block Grant Program; and

WHEREAS, the certification is due by June 18, 2026, and requires the mayor's signature.

Now therefore,

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

SECTION I. That the Certification by State and Local Official of the Public Housing Authority Plans Consistency with the Consolidated Plan is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to provide the Certification by State and Local Official of the Public Housing Authority Consistency Plan.

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

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

ADOPTED this the 16th of June, 2026.

_____
PAUL MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Status: Submitted

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **Paul Montgomery** (*Official's Name*), the **Mayor of Kingsport** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **TN006 - Kingsport Housing and Redevelopment Authority** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Kingsport
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The State of Tennessee Consolidated Plan key goals provide for the development of decent housing, the development of suitable living environments, the expansion of economic opportunities, and the improvement of the effectiveness of programs. This is consistent with KHRA's mission to transform and empower our communities and help Tennesseans build communities of opportunity.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Paul Montgomery**	Title: **Mayor of Kingsport**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: TN006 - Kingsport Housing and Redevelopment Authority form HUD-50077-SL (Form ID - 6026) printed by Casey Begley in HUD Secure Systems/Public Housing Portal at 06/05/2026 12:17PM EST

Streamlined Annual PHA Plan *(HCV Only PHAs)*	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires: 09/30/2027**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

A.	**PHA Information.**
A.1	**PHA Name**: Kingsport Housing and Redevelopment Authority **PHA Code**: TN006 **PHA Plan for Fiscal Year Beginning**: (MM/YYYY): 04/2026 **PHA Inventory** (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) **Number of Housing Choice Vouchers (HCVs)** 1811 **PHA Plan Submission Type:** ☑ Annual Submission ☐ Revised Annual Submission **Public Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans. The PHA Plan is available at the Kingsport Housing & Redevelopment Authority Administrative Office at 906 E Sevier Ave, Kingsport, Tennessee 37660. The Authority's hours of operation are Monday through Thursday 8:00 am to 5:30 pm. The plan is also posted to the KHRA website upon HUD approval.

☐ **PHA Consortia**: (Check box if submitting a joint Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
Lead HA:				

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements.

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

Y	N	
☑	☐	Statement of Housing Needs and Strategy for Addressing Housing Needs.
☑	☐	Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☐	☑	Financial Resources.
☐	☑	Rent Determination.
☐	☑	Operation and Management.
☐	☑	Informal Review and Hearing Procedures.
☐	☑	Homeownership Programs.
☐	☑	Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.
☐	☑	Substantial Deviation.
☐	☑	Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each element(s):

Please see attached Exhibit B.1.b for the revisions to existing PHA Plan Elements.

B.2 **New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?

Y	N	
☐	☑	Project-Based Vouchers

(b) If Project-Based Voucher (PBV) activities are planned for the applicable Fiscal Year, provide the projected number of PBV units and general locations, and describe how project-basing would be consistent with the PHA Plan.

N/A

B.3 **Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

The PHA has maintained its focus to transform and empower our community. KHRA is working toward obtaining High Performer Status. Please see attached Exhibit B.3 for more information.

B.4	**Capital Improvements.** – Not Applicable
B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y N N/A ☑ ☐ ☐ (b) If yes, please describe: A narrative explaining the findings from the most recent audit (Exhibit B.5 KHRA Audit Narrative) and the 3/31/25 KHRA Audit (Exhibit B.5 KHRA 2025 Fiscal Year Audit) are attached.
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y N ☐ ☑ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. N/A

C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☑ (b) If yes, include Challenged Elements.

Instructions for Preparation of Form HUD-50075-HCVAnnual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section (24 CFR 903.4).

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Public Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. Note: The number of HCV's should include all special purpose vouchers (e.g. Mainstream Vouchers, etc.) (24 CFR 903.23(e)).

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table (24 CFR 943.128(a)).

B. Plan Elements. All PHAs must complete this section (24 CFR 903.11(c)(3)).

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR 903.7(a)(2)(i)). Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy (24 CFR 903.7(a)(2)(ii)).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV (24 CFR 903.7(b)).

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program and state the planned use for the resources (24 CFR 903.7(c)).

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies (24 CFR 903.7(d)).

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA (24 CFR 903.7(e)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants (24 CFR 903.7(f)).

☐ **Homeownership Programs**. A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval (24 CFR 903.7(k)).

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR 903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements (24 CFR 903.7(l)(iii)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan (24 CFR 903.7(s)(2)(i)).

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan (24 CFR 903.7(s)(2)(ii)).

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements in the applicable Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 24 CFR 983.55(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations (including if PBV units are planned on any former or current public housing units or sites), and describe how project-basing would be consistent with the PHA Plan (24 CFR 903.7(b)(3), 24 CFR 903.7(r).)

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan (24 CFR 903.11(c)(3), 24 CFR 903.7(s)(1)).

B.4 Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs.

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided (24 CFR 903.7(p)).

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations (24 CFR 903.13(c), 24 CFR 903.19).

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan (24 CFR 903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 **Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of 24 CFR 5.150 *et seq*., 24 CFR 903.7(o)(1), and 24 CFR 903.15.

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public (24 CFR 903.23(b)).

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

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Exhibit B.1.b Statement of Housing Needs and Strategy for Addressing Housing Needs

The Housing Authority's non-profit arm, Greater Kingsport Alliance for Development, in partnership with the City of Kingsport acquired a dilapidated tract of homes and office buildings in 2020. The location of the future affordable housing site would become 1100, 1104, and 1108 Oak Street in Kingsport, TN. The site is reserved for permanent supportive housing of elderly clients (aged 62+). GKAD would construct three buildings containing four ground level apartments each. Grant funds by way of the National Housing Trust Fund (NHTF-22-01), additional gap funding provided through THDA in NHTF funds and Tax Credit Assistance Program funds, TN ARPA funds, and FHLB Cincinnati Affordable Housing Program were used for building the development. Housing subsidy will come from vouchers through the Kingsport Housing & Redevelopment Authority.

The project serves twelve households of the extremely low-income (30% AMI) and elderly population. The development will contain one-bedroom apartments, which are suitable and affordable for the aging and disabled. Reporting of the US Census Data from 2020 indicates that persons aged 65 and older comprise 23% of Kingsport's population. This project addresses the lack of safe, affordable housing for the senior population of Kingsport, Tennessee as affordable housing stock of the area is inadequate regarding one-bedroom units featuring universal design and ADA compliance. The chosen location provides public transportation access and is in close proximity to the Kingsport Senior Center, local retail, grocery, Federally Qualified Health Centers, and pharmacies. All units will meet visitability standards and be fully equipped with all required ADA components. The PHA will continue to pursue available grant funding which increases the supply of affordable housing serving the specific needs of the Greater Kingsport area.

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Exhibit B.1.b Deconcentration and Other Policies that Govern Eligibility, Selection, and Admission

Within the KHRA Administrative Plan, Section 4-III.B. SELECTION AND HCV FUNDING SOURCES through Targeted Funding [24 CFR 982.204(e)]:

2018 Tennessee Housing Trust Fund (THTF-18S-02)

KHRA shall prioritize 15 of the 76 units at Magnolia Pointe for either homeless military veterans or ex-offenders who will be referred to KHRA for housing through the Tennessee Department of Corrections Probation and Parole office in Blountville or the Johnson City Downtown Day Center in Johnson City. These applicants

2022 National Housing Trust Fund (NHTF-22-01)

The PHA aims to serve the tenants of 1100, 1104, and 1108 Oak Street in Kingsport, TN (Cunningham Terrace Apartments) with a housing choice voucher who meet the National Housing Trust Fund, NHTF-22-01 grant requirements. All twelve units shall be set aside for extremely low-income individuals whose income does not exceed 30% of the area median income throughout the Affordability Period commencing upon project completion for a period of thirty years. All units will be reserved for housing the elderly, which means individuals sixty-two years of age or older.

Within the KHRA Administrative Plan, Section 4-III.C. SELECTION METHOD, Local Preferences [24 CFR 982.207; HCV p. 4-16] the PHA utilizes the following local preference system:

1. **Involuntarily displaced families (ref. 4-III.G): (20 points)**
2. **Victims of domestic violence: (20points)**
3. **Substandard/Homeless Preference (10 points) *** 15 points for substandard/homeless families with dependent children****
4. **Residency Preference: (10 points)**
    a. Hawkins and Sullivan County residency preference approved by the Board of Commissioners in a unanimous vote on January 27, 2025
    b. Johnson County residency preference added and approved by the Board of Commissioners in a unanimous vote on February 16, 2026

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Exhibit B.3 KHRA Progress Report

This includes a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

1.) Performance Excellence:

SEMAP:

KHRA is working toward achieving High Performer Status. The PHA is rated as a Standard Performer with a SEMAP score of 78 for fiscal year ended 3/31/2025. KHRA implemented personnel changes in the 2024 plan year to abate the unawarded points from previous SEMAP submissions. Missed opportunities in the 2025 submission:

- INDICATOR 3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)
  - KHRA scored 15 of 20 possible points.
- INDICATOR 6 HQS Enforcement (24 CFR 982.404)
  - KHRA scored 0 of 5 possible points.
- INDICATOR 9 Timely Annual Reexaminations (24 CFR 5.617)
  - KHRA scored 5 of 10 possible points.
- INDICATOR 12 Annual HQS Inspections (24 CFR 982.405(a))
  - KHRA scored 0 of 10 possible points.

Improvements in any of the aforementioned Performance Indicators would bring KHRA's overall performance rating within range of High Performer Status. KHRA has partially addressed the above deficiencies as detailed in the 2024 Financial Audit: KHRA has hired a full-time Inspector; therefore, the Housing Authority will be performing follow-up inspections in a timely manner. KHRA's inspector has fully remediated the backlog of biennial inspections within the 2025 fiscal year in hopes of obtaining High Performer status with the 2026 SEMAP submission.

Additionally, KHRA has increased the number of staff persons with HQS inspection certifications to remediate past due inspections. Staff efforts to document core processes of inspections are ongoing which will ensure abatements are processed in a timely manner. Furthermore, in the event of a future vacancy, KHRA can bolster inspection operations with existing staff so as not to lose SEMAP indicator points in inspection categories.

Financial Management:

- Internal controls have been audited and updated regularly in accordance with the auditing standards generally accepted in the United States of America and the standards

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applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

- The KHRA Procurement Policy complies with the Annual Contributions Contract (ACC) between The United States Department of Housing and Urban Development (HUD) and the Kingsport Housing and Redevelopment Authority (KHRA) and *Federal Regulations 2 CFR 200.317-326*, the procurement standards of the Procurement Handbook for PHAs, HUD Handbook 7460.8, Revision 2, and applicable state and local laws. The most recent updates to the KHRA Procurement Policy were adopted with Board Resolution 2024-50 as amended by House Bill 2090, adopted by the House as Amendment #1 on March 14, 2024.
- The Financial Statements & Independent Auditors' Report Schedule of Findings for the year ended March 31, 2025 yielded one significant deficiency. The PHA has established proper CFP procedures to ensure proper handling of CFP draw downs so that repeat findings do not occur.
- KHRA continues to produce balanced financial reporting to the board through monthly meetings

2.) Employee Organizational Update

The Authority continually employs hiring methods and selection recommendations to be made objectively with absolute impartiality, absent of bias, and in accordance with the principles of equal opportunity.

3.) Safety and Security

The Authority continues to work cooperatively with Kingsport Police Department, Kingsport Fire Department, and Tennessee Highway Patrol to ensure Disaster Preparedness and provide a safe and healthy environment for residents and employees. KHRA participates annually in TOSHA Public Sector inspections. KHRA works cooperatively with the designated Occupational Safety Specialist to abate any safety violations and create a safe environment in which employees work.

Security measures beginning in 2022 are ongoing. KHRA has increased inventory of the Verkada security cameras that have been a vital source of crime prevention in our neighborhoods. The growing inventory of cameras placed across KHRA's sites as well as the administrative building have increased safety measures for residents and staff alike. The MOU drafted and implemented by KHRA staff in cooperation with City of Kingsport and the Kingsport Police Department is still in place and allows for the sharing of live feed and footage with the City of Kingsport Police Department. This measure bolsters the safety and security of KHRA property and promotes general welfare by sharing information, sharing and enforcing a no-trespass list, and other aid. The MOU sets forth the terms by which the City may use this access, and the agreement was entered into in May 2023. As a proactive step toward NSPIRE changes for the upcoming fiscal year, KHRA has upgraded its entire housing inventory with GFCI compliant electrical

standards on applicable outlets and breakers. KHRA has purchased additional inventory of smoke detectors and will replace all units within KHRA managed sites with a ten-year sealed battery to be fully compliant with NSPIRE inspections within KHRA-managed properties by the required implementation date.

4.) Fair Housing

KHRA has provided Fair Housing and Anti-Harassment trainings on an annual basis to ensure compliance and in accordance with governing law. Fair Housing Training for all staff was completed on October 21, 2025, provided by Mark Hanor of Hanor Law Firm. Residents are informed of Fair Housing Rights at briefings, lease signings, and annual recertification.

5.) Supportive Services

KHRA has sought and marketed positions that include Title 3 hires and VISTA AmeriCorps positions. The supportive services offered through KHRA including FSS, HOPWA, CoC, etc. have grown and now include additional supportive services in the form of the Financial Opportunity Center and the Digital Navigator Services.

Increased efforts to end homelessness have been secured through multiple ESG awards layered with CDBG funds to create and hire a staff position for the position of Street Outreach Coordinator. KHRA was also awarded a Housing Success Program grant from Fahe and Ballad Health in 2024.

KHRA works collaboratively with the local Boys & Girls Club and the YMCA. Additionally, KHRA partners with faith-based and non-profit partners for community involvement (Carpenter's Helpers, Upper East Tennessee Human Development Agency, First Tennessee Human Resource Agency, Freeway Ministries, Tennessee's Community Assistance Corporation, etc.)

6.) Leveraging Additional Funding

KHRA secured a developer during the 2025 fiscal year to pursue a LIHTC application for the former Robert E. Lee site for the 2026 round with Knight Development. KHRA's plans of submitting a 9% LIHTC application will satisfying the one-for-one replacement of 128 units with phase one construction plans of 55 units. The future site of the Grove at PoplarDale will be located at 607 Dale Street in Kingsport, Tennessee. In prior plan years, KHRA secured grant funding from TDMHSAS in the form of the Creating Affordable Housing (CAH) grant and THDA's Creating Homes Initiative-2 (CHI-2) grants to rehab/build additional affordable housing for tenants who are suffering from mental illness and recovering from opioid/opioid derivative addiction.

KHRA's nonprofit arm has experienced enormous success in securing new grant funding. Gap funding in the amount of $205,000 was secured from THDA allowing the new construction build of the previously-awarded, $500,000, CHI-2, sober living, group home to achieve zero debt service. $545,000 was awarded by THDA for a first-time, HOME-ARP

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Supportive Services Grant that covers a broad range of services including food, childcare and car repair. GKAD was initially awarded $300,000 from THDA for Eviction Prevention under the ERA-EPP 2023 program and later was contacted to receive additional funding of $220,000. Additionally, grants in the amounts of $134,675 and $142,325 from Tennessee Department of Mental Health and Substance Abuse Services for the rehabilitation of blighted housing to serve clients with a mental health and/or cooccurring substance abuse diagnoses were awarded. $6,000 for CDBG 2024 activities from the City of Kingsport were also awarded to GKAD, and many of these grants were written to substantially rehabilitate blighted housing serving low-income members of our community, cover existing administrative costs, and create new positions within the Authority.

In 2022, GKAD was awarded the National Housing Trust Fund (NHTF) grant to develop 12 one-bedroom units where all units will be set aside for extremely low-income individuals whose income does not exceed 30% of the area median income, to be reserved as housing for the elderly, which means individuals sixty-two (62) years of age or older. In 2023, GKAD increased the funding dedicated to these units with an additional $449,496.95 from NHTF, $500,000 through the TN ARPA program and $539,478.05 from the Federal Home Loan Bank Affordable Housing Program of Cincinnati. These additional funds will enable the property to achieve zero debt service. The project's completion is set for spring 2026.

GKAD annually pursues the Emergency Solutions Grant through THDA and in 2023 – 2024 was awarded $98,894 for Rapid Rehousing activities and $66,000 for Street Outreach. These funds have allowed the agency to help alleviate rent and utility cost burdens to literally homeless individuals as well as provide for the needs of individuals and families living on the street.

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Exhibit B.5 KHRA Audit Narrative

Schedule of Findings and Questioned Costs for the Year Ended March 31, 2025:

2025-003: Unearned Funds

Criteria: The U.S. Department of Housing and Urban Development Capital Fund Guidebook 2016 states that the PHA can draw funds up to, but not more than, three (3) days in advance of a valid expense and should draw the amount needed to cover such costs.

Condition: The PHA did not spend CFP money that was drawn down within the 3 day window. The funds are unspent as of the completion of the audit.

Context: The Authority located an affordable housing project to use the development funds on, obtained HUD approval and drew down the $497,303 to purchase the project. After drawing the funds but before executing the purchase HUD notified the Authority the project did not qualify as a development expenses.

Cause: The Authority obtained approval and drew funds but before the sale closed HUD disqualified the expense.

Effect: The CFP funds remain in unspent and unearned until a qualified expense be located.

Recommendations: Establish proper CFP procedures to ensure proper handling of CFP draw downs. Funds drawn after payment or very near payment date of related purchases.

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2025-003: HQS Enforcement

Criteria: HUD requires that all units under the Housing Choice Vouchers Program meet specific Housing Quality Standards (HQS). In cases of failed inspections, timely re-inspections are mandatory, and if compliance is not achieved, abatement of Housing Assistance Payments (HAP) or voucher cancellation is required.

Condition: During the audit, it was noted that in seven (7) instances, a unit that failed its HQS inspection did not undergo a subsequent re-inspection or no inspection was documented. Consequently, the required abatement of HAP or cancellation of the housing voucher was not executed.

Context: This finding represents a potentially systemic issue within the Housing Voucher Cluster program, as it was identified in seven (7) files tested out of a sample of eight (8) cases. It highlights a need for more rigorous enforcement and monitoring of HQS compliance.

Cause: The non-compliance appears to stem from oversight or procedural lapses in the enforcement of HQS within the Housing Voucher Cluster program. This may be due to inadequate training, monitoring, or failure to adhere to established protocols.

Effect: This non-compliance undermines the integrity of the Housing Choice Vouchers Program and may lead to tenants living in substandard conditions. It also represents a risk of improper use of federal funds and can impact the credibility and effectiveness of the program.

Recommendations: Implement more stringent procedures for monitoring HQS compliance, including timely reinspection and enforcement of HAP abatement or voucher cancellation. Enhance training for staff involved in the HQS process to ensure a thorough understanding of compliance requirements. Establish a system of regular audits to identify and rectify lapses in HQS enforcement promptly.

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2025-003: Utilities Allowance Calculation

Criteria: In accordance with the 2014 Appropriations Act Section 242, the utility allowance for a family shall be the lower of: (1) The utility allowance amount for the family unit size; or (2) the utility allowance amount for the unit size of the unit rented by the family. However, upon the request of a family that includes a person with disabilities, the PHA must approve a utility allowance higher than the applicable amount if such a higher utility allowance is needed as a reasonable accommodation in accordance with HUD's regulations in 24 CFR part 8 to make the program accessible to and usable by the family member with a disability. This provision applies only to vouchers issued after the effective date of this notice (June 12, 2014) and to current program participants. For current program participants, a PHA must implement the new allowance at the family's next annual reexamination, provided that the PHA is able to provide a family with at least 60 days notice prior to the reexamination.

Condition: During the audit, it was noted that in seven (7) instances, a unit that failed its HQS inspection did not undergo a subsequent re-inspection or no inspection was documented. Consequently, the required abatement of HAP or cancellation of the housing voucher was not executed.

Context: This finding represents a potentially systemic issue within the Housing Voucher Cluster program, as it was identified in seven (7) files tested out of a sample of eight (8) cases. It highlights a need for more rigorous enforcement and monitoring of HQS compliance.

Cause: The non-compliance appears to stem from oversight or procedural lapses in the enforcement of HQS within the Housing Voucher Cluster program. This may be due to inadequate training, monitoring, or failure to adhere to established protocols.

Effect: This non-compliance undermines the integrity of the Housing Choice Vouchers Program and may lead to tenants living in substandard conditions. It also represents a risk of improper use of federal funds and can impact the credibility and effectiveness of the program.

Recommendations: Implement more stringent procedures for monitoring HQS compliance, including timely reinspection and enforcement of HAP abatement or voucher cancellation. Enhance training for staff involved in the HQS process to ensure a thorough understanding of compliance requirements. Establish a system of regular audits to identify and rectify lapses in HQS enforcement promptly.

Full Audit is attached as “Exhibit B.5 KHRA 2025 Fiscal Year Audit”

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KHRA

KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

Financial Statements & Independent Auditors' Report

For the Year Ended March 31, 2025

smithmarion

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Board of Commissioners
Kingsport Housing and Redevelopment Authority
Kingsport, TN

Independent Auditors' Report

Report on the Audit of the Financial Statements

Opinions
We have audited the financial statements of the business-type activities, the combining statements-business activities, and the aggregate discretely presented component units of Kingsport Housing and Redevelopment Authority, as of and for the year ended March 31, 2025, and the related notes to financial statements, which collectively comprise Kingsport Housing and Redevelopment Authority's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the business-type activities, and the aggregate discretely presented component units of Kingsport Housing and Redevelopment Authority, as of March 31, 2025, and the respective changes in financial position and, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the discretely presented component units (Myrtle St Management, L.L.C.), which represent 87 percent, 80 percent, and 92 percent, respectively, of the assets, net position, and revenues of the discretely presented component units. Those financial statements were audited by other auditors whose report has been furnished to us, and in our opinion, insofar as it relates to the amounts included for Kingsport Housing and Redevelopment Authority, is based solely on the report of the other auditors.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Kingsport Housing and Redevelopment Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions. The financial statements of the aggregate discretely presented component units were not audited in accordance with *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements
Kingsport Housing and Redevelopment Authority's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Kingsport Housing and Redevelopment Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Kingsport Housing and Redevelopment Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Kingsport Housing and Redevelopment Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, on pages i-vii, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Kingsport Housing and Redevelopment Authority's basic financial statements. The schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the schedules list on the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedule of expenditures of federal awards and the schedules list on the table of contents information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and the schedules list on the table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 23, 2025, on our consideration of Kingsport Housing and Redevelopment Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Kingsport Housing and Redevelopment Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Kingsport Housing and Redevelopment Authority's internal control over financial reporting and compliance.

Smith Mairand 6

September 23, 2025

KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY
MANAGEMENT DISCUSSION & ANALYSIS
FISCAL YEAR ENDED MARCH 31, 2025

This section of the Authority's annual financial report presents management's analysis of the Authority's financial performance during the Fiscal Year Ended March 31, 2025.

FINANCIAL HIGHLIGHTS AND CONCLUSIONS:

The Kingsport Housing & Redevelopment Authority has made the transition to the Governmental Accounting Standards Board Statement No. 34 (GASB 34) in prior periods which require this executive narrative. The financial statements for 2025 have been reviewed by key management staff to assess the financial health of the Authority. The reader of this report should also understand that the interfund accounts, which balance between all funds, have been eliminated from the consolidated report and from this analysis. Financial highlights of this past year are as follows:

- During FY 2025, the Authority's grant funding increased by $2,147,607 or 17.92% from FY 2024.

- The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by $22,382,063 (net position) as opposed to $22,932,767 for the prior fiscal year, a decrease of $550,704 or 2.40%.

- The Authority's cash and investments balance decreased by $473,679 as a result of the timing of the April 2024 funding for HAP and administrative fee revenue for Housing Choice Voucher. The April 2024 funding was received in advance during the prior fiscal year and shown as a deferred. These funds were expended in April 2024 resulting in a decrease in cash.

- Total revenues increased by $1,491,597 or 10.77%, while total expenses increased by $2,504,919 or 18.71%.

REQUIRED FINANCIAL STATEMENTS:

The Financial Statements of the Authority report information using accounting methods similar to those used by private sector companies (Enterprise Fund).

The Statement of Net Position (Balance Sheet) includes all of the Authority's assets and liabilities and provides information about the amounts and investments in assets and the obligations to Authority creditors. It also provides a basis of assessing the liquidity and financial flexibility of the Authority. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial health of the Authority is improving or deteriorating.

The current year's revenues, expenses, and changes in net position are accounted for in the Statement of Revenues, Expenses, and Changes in Net Position. This statement measures the success of the Authority's operations over the past fiscal year.

The Statement of Cash Flows is to provide information about the Authority's cash receipts and disbursements during the reporting period. The statement reports net changes in cash resulting from operations, investing, and financing activities.

FINANCIAL ANALYSIS OF THE AUTHORITY:

One question frequently asked about an Authority's finances is "Did the Authority's operations and financial position improve or deteriorate over the previous fiscal year?" The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about the Authority's activities and are summarized in the following sections.

To begin our analysis, a summary of the Authority's Statement of Net Position is presented in Table I.

Kingsport Housing & Redevelopment Authority
Comparative Statement of Net Position
Table I

			Change	
	2025	2024	Dollar	Percentage
ASSETS				
Current assets	$ 2,307,197	$ 4,488,000	$ (2,180,803)	-48.59%
Capital & non-current assets	24,036,149	22,780,297	1,255,852	5.51%
Total assets	26,343,346	27,268,297	(924,951)	-3.39%
DEFERRED OUTFLOWS OF RESOURCES	-	-	-	0.00%
LIABILITIES				
Current liabilities	907,093	326,199	580,894	178.08%
Non-current liabilities	3,054,190	3,221,838	(167,648)	-5.20%
Total liabilties	3,961,283	3,548,037	413,246	11.65%
DEFERRED INFLOWS OF RESOURCES	-	787,493	(787,493)	100.00%
NET POSITION				
Investment in capital assets	5,602,071	5,535,831	66,240	1.20%
Restricted net position	15,763,943	14,550,310	1,213,633	8.34%
Unrestricted net position	1,016,049	2,846,626	(1,830,577)	-64.31%
Total net position	$ 22,382,063	$ 22,932,767	$ (550,704)	-2.40%

Total assets decreased by $924,951 or 3.39%, total liabilities increased by $413,246 or 11.65%, and the overall net position decreased by $550,704 or 2.40%.

Current Assets decreased by $2,180,803 or 48.59%. The primary decrease was due to utilization of advanced Housing Choice Voucher funds received as deferred inflows in the prior year. Capital & non-current assets increased by $1,255,852 or 5.51%, which was due to increases in note receivable balances.

Current Liabilities increased by $580,894 or 178.08%, while noncurrent liabilities decreased by $167,648 or 5.2% which is mainly due to the due dates of outstanding payables.

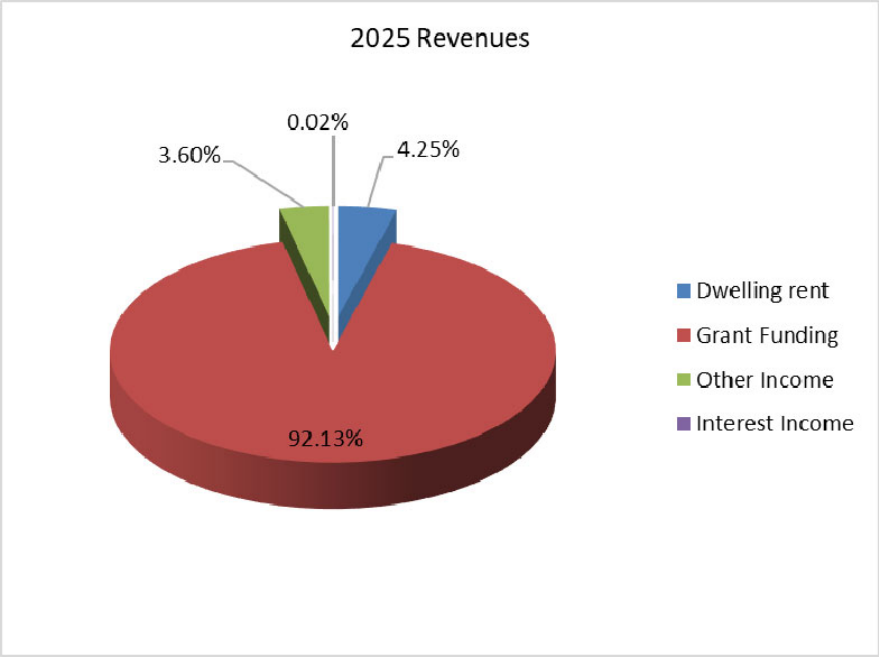
While the Statement of Net Position shows the change in financial position, the Statement of Revenues, Expenses, and Changes in Net Position breaks down our revenues and expenses further. Table II, which follows, provides a comparative statement of these changes:

Kingsport Housing & Redevelopment Authority
Comparative Statement of Revenues, Expenses, and Changes in Net Position
Table II

			Change	
	2025	2024	Dollar	Percentage
Dwelling rent	$ 651,830	$ 589,508	$ 62,322	10.57%
Government grants	14,134,199	11,986,592	2,147,607	17.92%
Other income	552,436	888,588	(336,152)	-37.83%
Interest income	2,972	385,152	(382,180)	-99.23%
TOTAL REVENUES	15,341,437	13,849,840	1,491,597	10.77%
Administration	2,272,410	2,279,964	(7,554)	-0.33%
Tenant services	-	69,202	(69,202)	-100.00%
Utilities	163,328	181,888	(18,560)	-10.20%
Maintenance and operations	679,935	592,978	86,957	14.66%
Insurance	85,801	97,611	(11,810)	-12.10%
Other expenses	1,402,281	739,966	662,315	89.51%
Housing Assistance Payments	10,927,245	9,093,415	1,833,830	20.17%
Depreciation	198,753	198,847	(94)	-0.05%
Interest Expense	162,388	133,351	29,037	21.77%
TOTAL EXPENSES	15,892,141	13,387,222	2,504,919	18.71%
CHANGE IN NET POSITION	(550,704)	462,618	(1,013,322)	53.48%
BEGINNING NET POSITION	22,932,767	22,470,149		
ENDING NET POSITION	$ 22,382,063	$ 22,932,767		

REVENUES:

In reviewing the Statement of Revenues, Expenses, and Changes in Net Position, you will find that 92% of the Authority's revenues are derived from grants from the Department of Housing and Urban Development and other government sources. The Authority received revenue from tenants for dwelling rental charges and miscellaneous charges comprising 4% of total revenue. Other Revenue including Interest from Investments, management fees and other income comprise the remaining 4%. Compared to the Fiscal Year Ended March 31, 2024, Total Revenues increased by $1,491,587 or 10.77%.

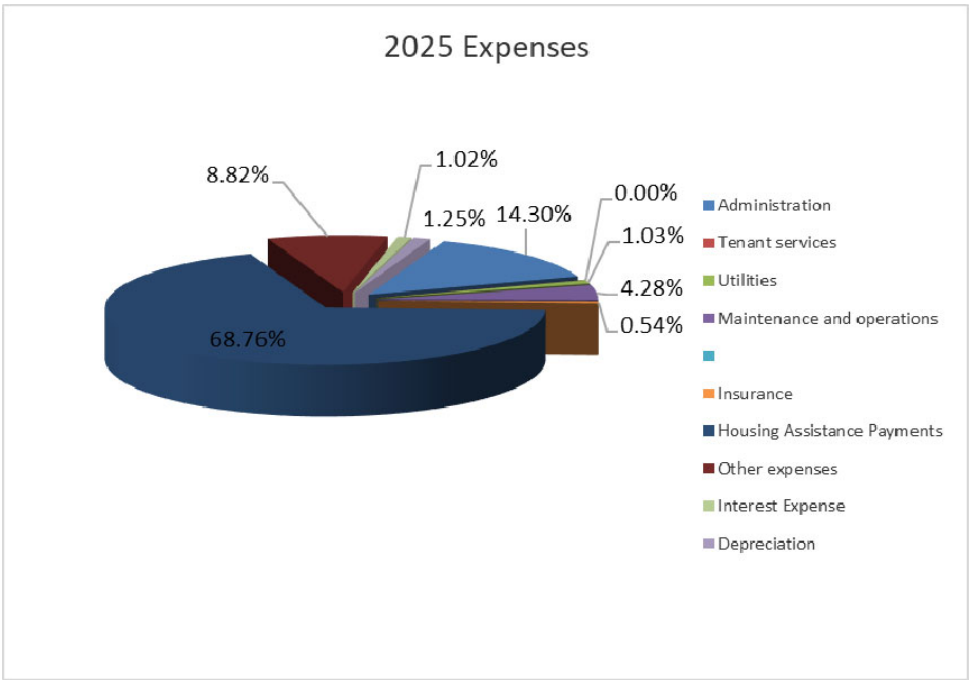


Tenant Revenue – Total tenant revenues, rents and other charges, less bad debt expense, increased by $62,322 or 10.57%.

Program Grants/Subsidies – The Authority had an increase of $2,147,607 or 17.92% in government grants, primarily due to an increase in Housing Choice Voucher funding of $1,724,819, Emergency Shelter Grant program funding increase of $259,811 and Continuum of Care Program decrease of $333,634.

Interest and Other Income – Other revenue decreased by $718,332 mainly due to decrease in business activities other income during the year.

EXPENSES:



The Kingsport Housing and Redevelopment Authority experienced an increase in Total Expenses for the current year of $2,504,919 or 18.71%. The highlights of the expenses for the current year were as follows:

Administrative – Administrative costs include all non-maintenance and non-resident service personnel costs (including benefits and accrued leave), legal costs, auditing costs, travel and training costs, and other administrative costs such as supplies, telephone expense, etc. Compared to 2024, administrative costs decreased by $7,554 or 0.33%, mainly due to increase in management and bookkeeping fees.

Tenant Services – Tenant services costs include all costs incurred by the Authority to provide social services to the residents. Tenant services costs decreased by $69,202 or 100% due to reductions in these programs.

Utilities – The total utilities expense for the Authority decreased by $18,560 or 10.20%.

Maintenance – Maintenance costs are all costs incurred by the Authority to maintain the Public Housing units available for occupancy, which are owned by the Authority, in a safe and sanitary manner. Costs include personnel costs, materials used to maintain the units, contracts for waste management, casualty losses, extraordinary maintenance, etc. Maintenance expenses increased by $86,957 or 14.66% due to decreased contract costs and materials.

General Expenses – General expenses include insurance costs (property, auto, liability, workers' compensation, public officials' liability, etc.), compensated absences, other general expenses, and PILOT. General expenses increased by $662,315 due mainly to an increase in other general expense related to development activities in the current year.

Interest and Amortization Expenses – Financial expenses include interest expense on notes payable and mortgages payable and bond amortization. During FY 2025, financial expense increased by $29,037 or 21.77% as the principal balance on outstanding debt decreases.

Housing Assistance Program Payments – HAP payments consists of rental payments to owners of private property for which the housing authority has a HAP agreement with the tenant and the owner for the difference between the tenants rent and the applicable payment standard. During the year, the HAP expense increased by $1,833,830 or 20.17% due to increased utilization and per unit costs.

Depreciation – Because the costs of all capitalized additions are spread over the estimated useful life of an asset, the estimated current year costs of capitalized items are recorded as depreciation. Depreciation expense for the current year decreased by $94 or 0.05%.

CAPITAL ASSETS:

A statement of capital asset activity is shown below for 2024 and 2025.

Kingsport Housing & Redevelopment Authority
Comparative Statement of Capital Assets
Table III

			Change	
	2025	2024	Dollar	Percentage
Land	$ 5,795,406	$ 5,795,406	$ -	0.00%
Buildings and improvements	4,986,199	4,986,199	-	0.00%
Equipment	435,775	435,775	-	13.26%
Construction in progress	610,411	510,830	99,581	0.00%
	11,827,791	11,728,210	99,581	3.72%
Accumulated depreciation	(3,269,862)	(3,071,109)	(198,753)	6.92%
Net capital assets	$ 8,557,929	$ 8,657,101	$ (99,172)	2.63%

Balance at April 1, 2024	$ 8,657,101
Capital Asset Purchases	99,581
Depreciation Expense	(198,753)
Balance at March 31, 2025	$ 8,557,929

DEBT ADMINISTRATION:

As of March 31, 2025, the Kingsport Housing & Redevelopment Authority had $2,955,858 of debt outstanding, a decrease of $165,412 or 5.2%. The following is a summary in the changes of total debt obligations for the year ended March 31, 2025:

Balance at the beginning of the period	$ 3,121,270
Debt issued	0
Principal payments	(165,412)
Balance at March 31, 2025	$ 2,955,858

ECONOMIC FACTORS AND EVENTS AFFECTING OPERATIONS:

The current inflation rate in the United States is the highest it has been in over forty years. This is causing prices to skyrocket and is making it more expensive for the Housing Authority to operate and may make it more difficult for tenants to pay their rent. The inflation rate has decreased during the current year, and it has yet to be determined if governmental assistance will be increased in the next calendar year.

Item XI1.

CONCLUSIONS:

Overall, the Kingsport Housing & Redevelopment Authority is making the transition to the new financial environment. Its management is committed to staying abreast of regulations and appropriations as well as maintaining an ongoing analysis of all budgets and expenses to ensure that the Authority continues to operate at the highest standards established by the Real Estate Assessment Center and the Department of Housing and Urban Development**.**

This financial report is designed to provide our residents, the citizens of Kingsport, TN, all federal and state regulatory bodies, and any creditors with a general overview of the Authority's finances. If you have any questions regarding these financial statements or supplemental information, you may write to the Kingsport Housing & Redevelopment Authority, Terry W. Cunningham, Executive Director, PO Box 44, Kingsport, TN 37662.

Item XI1.

Kingsport Housing and Redevelopment Authority

Statement of Net Position

March 31, 2025

	Primary Government	Discretely Presented Component Units
ASSETS		
Current Assets		
Cash and cash equivalents		
Unrestricted	$ 846,953	$ 2,851,068
Restricted	635,347	1,983,055
Subtotal	**1,482,300**	**4,834,123**
Certificates of Deposit	200,000	-
Accounts receivable, net	495,372	209,068
Prepaid expenses	54,525	318,577
Notes and lease receivable current	75,000	-
Total Current Assets	**2,307,197**	**5,361,768**
Non-Current Assets		
Notes and leases receivable	15,473,122	-
Intangibles, net	5,098	188,587
Capital assets not being depreciated	6,405,817	920,802
Capital assets, net	2,152,112	40,225,686
Total Non-Current Assets	**24,036,149**	**41,335,075**
TOTAL ASSETS	**26,343,346**	**46,696,843**
DEFERRED OUTFLOWS OF RESOURCES	**-**	**-**
LIABILITIES		
Current Liabilities		
Accounts payable	639,907	552,645
Accrued liabilities	37,180	1,841,943
Deposits held in trust	11,547	90,377
Compensated absences current	24,747	-
Unearned revenue	18,400	15,038
Other liabilities current	20,106	382,663
Financial agreements payable current	155,206	188,084
Total Current Liabilities	**907,093**	**3,070,750**
Non-Current Liabilities		
Compensated absences	54,896	-
Funds held in trust	198,642	-
Financial agreements payable	2,800,652	38,190,407
Total Non-Current Liabilities	**3,054,190**	**38,190,407**
TOTAL LIABILITIES	**3,961,283**	**41,261,157**
DEFERRED INFLOWS OF RESOURCES	**-**	**-**
NET POSITION		
Net investment in capital assets	5,602,071	3,121,914
Restricted	15,763,943	1,892,678
Unrestricted	1,016,049	421,094
TOTAL NET POSITION	**$ 22,382,063**	**$ 5,435,686**

See notes to financial statements

Kingsport Housing and Redevelopment Authority

Statement of Revenues, Expenses, and Changes in Net Position

For the Year Ended March 31, 2025

	Primary Government	Discretely Presented Component Units
Operating Revenues		
Rental revenues, net	$ 651,830	$ 4,446,438
Government grants	14,034,618	-
Other income	552,436	4,259
Total Operating Revenues	**15,238,884**	**4,450,697**
Operating Expenses		
Administration	2,272,410	988,191
Tenant services	-	2,305
Utilities	163,328	973,979
Maintenance and operations	679,935	1,185,259
Insurance expense	85,801	245,520
General expense	1,402,281	443,505
Housing Assistance Payments	10,927,245	-
Depreciation and amortization	198,753	1,534,506
Total Operating Expenses	**15,729,753**	**5,373,265**
NET OPERATING INCOME (LOSS)	**(490,869)**	**(922,568)**
Non-Operating Revenues (Expenses)		
Interest income	2,972	151,805
Interest expense	(162,388)	(1,064,887)
Total Non-Operating Revenues (Expenses)	**(159,416)**	**(913,082)**
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	**(650,285)**	**(1,835,650)**
Capital Contributions and Transfers		
Capital contributions	99,581	-
Transfers	-	-
Total Capital Contributions and Transfers	**99,581**	**-**
CHANGE IN NET POSITION	**(550,704)**	**(1,835,650)**
BEGINNING NET POSITION	**22,932,767**	**6,935,028**
Prior Period Adjustment	**-**	**336,308**
ENDING NET POSITION	**$ 22,382,063**	**$ 5,435,686**

See notes to financial statements

Kingsport Housing and Redevelopment Authority

Statement of Cash Flows

For the Year Ended March 31, 2025

CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from tenants and users	$	715,598
Receipts from operating grants		14,027,676
Payments for goods and services		(2,875,070)
Payments for Housing Assistance Payments		(10,927,245)
Payments to employees for services		(1,646,416)
NET CASH FLOW PROVIDED (USED) BY OPERATING ACTIVITIES		**(705,457)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Capital asset purchases		(99,581)
Payments on financial agreements		(321,411)
Proceeds from additional financial agreements		541,608
Capital contributions and transfers		99,581
NET CASH FLOW PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES		**220,197**
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from investment activities		11,581
Note receivable issued		-
NET CASH FLOW PROVIDED (USED) BY INVESTING ACTIVITIES		**11,581**
NET INCREASE (DECREASE) IN CASH		**(473,679)**
BEGINNING CASH		**1,955,979**
ENDING CASH	**$**	**1,482,300**
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Operating income (loss)	$	(490,869)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Depreciation		198,753
Pension		-
Change in Assets and Liabilities		
(Increase) decrease in accounts receivable		(197,276)
(Increase) decrease in prepaid		(7,230)
Increase (decrease) in accounts payable		546,052
Increase (decrease) in accrued liabilities		(2,392)
Increase (decrease) in compensated absences		13,354
Increase (decrease) in unearned revenue		(777,256)
Increase (decrease) in deposits held in trust		11,407
Total Adjustments		**(214,588)**
Net Cash Provided (Used) by Operating Activities	**$**	**(705,457)**
Interest Paid	**$**	**162,388**

See notes to financial statements

Kingsport Housing and Redevelopment Authority

Combining Statement of Net Position - Business Activities

March 31, 2025

ASSETS	Housing Authority	BCU Holston Terrace, Inc.	BCU GKAD	BCU Fresh Start, Inc.	Eliminations	Primary Government Total
Current Assets						
Cash and cash equivalents						
Unrestricted	$ 779,669	$ 24,485	$ (12,175)	$ 54,974	$ -	$ 846,953
Restricted	469,881	145,667	19,799	-	-	635,347
Subtotal	**1,249,550**	**170,152**	**7,624**	**54,974**	**-**	**1,482,300**
Certificates of Deposit	200,000	-	-	-	-	200,000
Accounts receivable, net	430,097	13,051	52,224	-	-	495,372
Prepaid expenses	42,061	7,803	4,661	-	-	54,525
Notes and lease receivable current	75,000	-	-	-	-	75,000
Interfund receivable	29,119	-	-	-	(29,119)	-
Total Current Assets	**2,025,827**	**191,006**	**64,509**	**54,974**	**(29,119)**	**2,307,197**
Non-Current Assets						
Notes and leases receivable	17,460,600	-	-	-	(1,987,478)	15,473,122
Intangibles, net	-	5,098	-	-	-	5,098
Capital assets not being depreciated	4,009,234	60,100	2,336,483	-	-	6,405,817
Capital assets, net	393,794	197,747	1,560,571	-	-	2,152,112
Total Non-Current Assets	**21,863,628**	**262,945**	**3,897,054**	**-**	**(1,987,478)**	**24,036,149**
TOTAL ASSETS	**23,889,455**	**453,951**	**3,961,563**	**54,974**	**(2,016,597)**	**26,343,346**
DEFERRED OUTFLOWS OF RESOURCES	**-**	**-**	**-**	**-**	**-**	**-**

See Auditors' report on supplementary information

Kingsport Housing and Redevelopment Authority

Combining Statement of Net Position - Business Activities

March 31, 2025

LIABILITIES	Housing Authority	BCU Holston Terrace, Inc.	BCU GKAD	BCU Fresh Start, Inc.	Eliminations	Primary Government Total
Current Liabilities						
Accounts payable	607,879	11,454	20,574	-	-	639,907
Accrued liabilities	32,280	1,271	3,629	-	-	37,180
Deposits held in trust	-	6,047	5,500	-	-	11,547
Compensated absences current	21,807	925	2,015	-	-	24,747
Unearned revenue	414	7,850	10,136	-	-	18,400
Other liabilities current	-	-	20,106	-	-	20,106
Financial agreements payable current	9,182	59,509	86,515	-	-	155,206
Interfund payable	29,119	-	-	-	(29,119)	-
Total Current Liabilities	**700,681**	**87,056**	**148,475**	**-**	**(29,119)**	**907,093**
Non-Current Liabilities						
Compensated absences	51,247	1,595	2,054	-	-	54,896
Funds held in trust	198,642	-	-	-	-	198,642
Financial agreements payable	882,122	902,193	3,002,697	1,118	(1,987,478)	2,800,652
Total Non-Current Liabilities	**1,132,011**	**903,788**	**3,004,751**	**1,118**	**(1,987,478)**	**3,054,190**
TOTAL LIABILITIES	**1,832,692**	**990,844**	**3,153,226**	**1,118**	**(2,016,597)**	**3,961,283**
DEFERRED INFLOWS OF RESOURCES	**-**	**-**	**-**	**-**	**-**	**-**
NET POSITION						
Net investment in capital assets	4,339,174	(349,919)	1,612,816	-	-	5,602,071
Restricted	15,610,024	139,620	14,299	-	-	15,763,943
Unrestricted	2,107,565	(326,594)	(818,778)	53,856	-	1,016,049
TOTAL NET POSITION	**$ 22,056,763**	**$ (536,893)**	**$ 808,337**	**$ 53,856**	**$ -**	**$ 22,382,063**

See Auditors' report on supplementary information

Kingsport Housing and Redevelopment Authority

Combining Statement of Revenues, Expenses, and Changes in Net Position - Business Activities

For the Year Ended March 31, 2025

		BCU				
	Housing Authority	Holston Terrace, Inc.	GKAD	Fresh Start, Inc.	Eliminations	Primary Government Total
Operating Revenues						
Rental revenues, net	$ -	$ 329,628	$ 322,202	$ -	$ -	$ 651,830
Government grants	13,997,040	1,378	36,200	-	-	14,034,618
Other income	957,241	4,788	56,305	-	(465,898)	552,436
Total Operating Revenues	**14,954,281**	**335,794**	**414,707**	**-**	**(465,898)**	**15,238,884**
Operating Expenses						
Administration	2,353,550	93,657	290,433	668	(465,898)	2,272,410
Tenant services	-	-	-	-	-	-
Utilities	39,463	83,885	39,980	-	-	163,328
Maintenance and operations	99,066	105,170	475,699	-	-	679,935
Protective services	-	-	-	-	-	-
Insurance expense	80,754	2,999	2,048	-	-	85,801
General expense	969,663	9,127	423,491	-	-	1,402,281
Housing Assistance Payments	10,927,245	-	-	-	-	10,927,245
Depreciation and amortization	44,732	47,703	106,318	-	-	198,753
Total Operating Expenses	**14,514,473**	**342,541**	**1,337,969**	**668**	**(465,898)**	**15,729,753**
OPERATING INCOME (LOSS)	**439,808**	**(6,747)**	**(923,262)**	**(668)**	**-**	**(490,869)**
Non-Operating Revenues (Expenses)						
Interest income	10,121	1,456	4	-	(8,609)	2,972
Gains (losses) on disposition of assets, net	-	-	-	-	-	-
Interest expense	(12,056)	(43,635)	(115,306)	-	8,609	(162,388)
Total Non-Operating Revenues (Expenses)	**(1,935)**	**(42,179)**	**(115,302)**	**-**	**-**	**(159,416)**
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	**437,873**	**(48,926)**	**(1,038,564)**	**(668)**	**-**	**(650,285)**
Capital Contributions and Transfers						
Capital contributions	99,581	-	-	-	-	99,581
Transfers	(907,593)	-	907,593	-	-	-
Total Capital Contributions and Transfers	**(808,012)**	**-**	**907,593**	**-**	**-**	**99,581**
CHANGE IN NET POSITION	**(370,139)**	**(48,926)**	**(130,971)**	**(668)**	**-**	**(550,704)**
BEGINNING NET POSITION	**22,426,902**	**(487,967)**	**939,308**	**54,524**	**-**	**22,932,767**
Prior Period Adjustment	**-**	**-**	**-**	**-**	**-**	**-**
ENDING NET POSITION	**$ 22,056,763**	**$ (536,893)**	**$ 808,337**	**$ 53,856**	**$ -**	**$ 22,382,063**

See Auditors' report on supplementary information

Kingsport Housing and Redevelopment Authority

Combining Statement of Cash Flows - Business Activities

For the Year Ended March 31, 2025

	Housing Authority	BCU Holston Terrace, Inc.	BCU GKAD	BCU Fresh Start, Inc.	Eliminations	Primary Government Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from tenants and users	$ 18,926	$ 329,563	$ 367,109	$ -	$ -	$ 715,598
Receipts from operating grants	13,990,098	1,378	36,200	-	-	14,027,676
Payments for goods and services	(1,545,733)	(244,860)	(1,083,809)	(668)	-	(2,875,070)
Payments for Housing Assistance Payments	(10,927,245)	-	-	-	-	(10,927,245)
Payments to employees for services	(1,394,436)	(70,199)	(181,781)	-	-	(1,646,416)
NET CASH FLOW PROVIDED (USED) BY OPERATING ACTIVITIES	**141,610**	**15,882**	**(862,281)**	**(668)**	**-**	**(705,457)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Capital asset purchases	(99,581)	-	-	-	-	(99,581)
Payments on financial agreements	(20,825)	(81,597)	(219,657)	668	-	(321,411)
Proceeds from additional financial agreements	398,572	-	143,036	-	-	541,608
Capital contributions and transfers	(808,012)	-	907,593	-	-	99,581
NET CASH FLOW PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	**(529,846)**	**(81,597)**	**830,972**	**668**	**-**	**220,197**
CASH FLOWS FROM INVESTING ACTIVITIES						
Proceeds from investment activities	10,121	1,456	4	-	-	11,581
Note receivable issued	-	-	-	-	-	-
NET CASH FLOW PROVIDED (USED) BY INVESTING ACTIVITIES	**10,121**	**1,456**	**4**	**-**	**-**	**11,581**
NET INCREASE (DECREASE) IN CASH	**(378,115)**	**(64,259)**	**(31,305)**	**-**	**-**	**(473,679)**
BEGINNING CASH	**1,627,665**	**234,411**	**38,929**	**54,974**	**-**	**1,955,979**
ENDING CASH	**$ 1,249,550**	**$ 170,152**	**$ 7,624**	**$ 54,974**	**$ -**	**$ 1,482,300**

See Auditors' report on supplementary information

Kingsport Housing and Redevelopment Authority

Combining Statement of Cash Flows - Business Activities

For the Year Ended March 31, 2025

		BCU				
	Housing Authority	Holston Terrace, Inc.	GKAD	Fresh Start, Inc.	Eliminations	Primary Government Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating income (loss)	$ 439,808	$ (6,747)	$ (923,262)	$ (668)	$ -	$ (490,869)
Non-Cash Adjustments:						
Depreciation	44,732	47,703	106,318	-	-	198,753
Pension	-	-	-	-	-	-
Change in Asset and Liabilities						
(Increase) decrease in accounts receivable	(167,881)	(10,501)	(18,894)	-	-	(197,276)
(Increase) decrease in prepaid	4,576	(7,145)	(4,661)	-	-	(7,230)
Increase (decrease) in accounts payable	589,400	(12,827)	(30,521)	-	-	546,052
Increase (decrease) in accrued liabilities	(4,356)	202	1,762	-	-	(2,392)
Increase (decrease) in compensated absences	12,707	(451)	1,098	-	-	13,354
Increase (decrease) in unearned revenue	(787,412)	4,895	5,261	-	-	(777,256)
Increase (decrease) in deposits held in trust	10,036	753	618	-	-	11,407
Net interfunds	-	-	-	-	-	-
Total Adjustments	**(298,198)**	**22,629**	**60,981**	**-**	**-**	**(214,588)**
Net Cash Provided (Used) by Operating Activities	**$ 141,610**	**$ 15,882**	**$ (862,281)**	**$ (668)**	**$ -**	**$ (705,457)**

See Auditors' report on supplementary information

NOTE 01 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Introduction

The financial statements of Kingsport Housing and Redevelopment Authority (the Authority) have been prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The Authority has previously implemented GASB Statement 34, *Basic Financial Statements – and Management's Discussion and Analysis-for State and Local Governments.* Certain significant changes in the statements are as follows: The financial statements will include a *Management's Discussion and Analysis* (MD&A) section providing an analysis of the Authority's overall financial position and results of operations.

Kingsport Housing and Redevelopment Authority is a special-purpose government engaged only in business-type activities and, therefore, presents only the financial statements required for enterprise funds, in accordance with GASB Statement 34, paragraph 138 and GASB 63. For these governments, basic financial statements and required supplemental information consist of:

- Management's Discussion and Analysis (MD&A)
- Enterprise fund financial statements consisting of:
    - Statement of Net Position
    - Statement of Revenues, Expenses, and Changes in Net Position
    - Statement of Cash Flows
- Notes to Financial Statements
- Required supplemental information other than MD&A

Under the United States Housing Act of 1937, as amended, the U.S. Department of Housing and Urban Development (HUD) has direct responsibility for administering low-income housing programs in the United States. Accordingly, HUD has contracted with the Authority to administer certain HUD funds.

Reporting Entity

GASB established criteria for determining the governmental reporting entity. Under provisions of this statement, Kingsport Housing and Redevelopment Authority is considered a primary government, since it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state and local governments. Fiscally independent means that the Authority may, without the approval or consent of another governmental entity, determine or modify its own budget, control collection and disbursements of funds, maintain responsibility for funding deficits and operating deficiencies, and issue bonded debt.

GASB Statement No. 61 establish criteria for determining which, if any, component units should be considered part of Kingsport Housing and Redevelopment Authority for financial reporting purposes. The basic criteria for including a potential component unit organization within the Authority's reporting entity includes whether:

- The organization is legally separate (can be sued in their own name).
- The Authority holds the corporate powers of the organization.
- The Authority appoints a voting majority of the organization's board.
- The Authority is able to impose its will on the organization.
- The organization has the potential to impose a financial burden/benefit on the Authority.
- There is a fiscal dependency by the organization on the Authority.

Based on the aforementioned criteria and relationship between Kingsport Housing and Redevelopment Authority and the City of Kingsport, the Authority has determined not to be a component unit of the City of Kingsport based on the follow:

- *Financial Accountability* - The Authority is responsible for its debts, does not impose a financial burden on the City of Kingsport and is entitled to all surpluses. No separate agency receives a financial benefit nor imposes a financial burden on the Authority.

- *Appointment of a Voting Majority* - The Authority is governed by a five-member Board appointed by the Mayor and has governance responsibilities over all activities related to all housing activities within the City of Kingsport.

- *Imposition of Will* - The City of Kingsport has no influence over the management, budget, or policies of the Authority. The Authority's Board has the responsibility to significantly influence the Authority's operations.

Based on the aforementioned criteria, and the control and relationship between Kingsport Housing and Redevelopment Authority and the component units, the Authority has determined that the following entities are considered component units of Kingsport Housing and Redevelopment Authority and are required to be blended within the Authority's financial statements:

Greater Kingsport Alliance for Development, Inc. (GKAD) - GKAD is a non-profit corporation chartered under the laws of the State of Tennessee. GKAD was organized for charitable and nonprofit purposes to include such things as acquiring, developing, rehabilitating, construction, and the transfer of property to provide quality housing to low and moderate-income persons. A separate audit report and tax return for March 31, 2025, is available from the Authority.

Holston Terrace, Inc. - Holston Terrace, Inc., is a non-profit corporation chartered under the laws of the State of Tennessee. Holston Terrace is a multifamily housing project with direct HUD funding. A separate audit report and tax return for March 31, 2025, is available from the Authority.

Fresh Start, Inc. - Fresh Start, Inc., is a non-profit corporation chartered under the laws of the State of Tennessee. Tax return for March 31, 2025, is available from the Authority.

The following entities are considered component units of Kingsport Housing and Redevelopment Authority and based on the GASB Statement No. 61 established criteria, and the control and relationship between Kingsport Housing and Redevelopment Authority and the component units, the Authority has determined these component units are required to be discretely presented on the Authority's financial statements. The entities all reporting on a different year end then Kingsport Housing and Redevelopment Authority all discretely presented component units are reporting on the year end of December 31, 2024.

Myrtle Street Redevelopment, L.L.C. - is a limited liability corporation that qualifies for federal low-income housing tax credits and is organized for the purpose of engaging in the business of low-income housing, and in such other related business as agreed upon by the stakeholders. (Report issued under separate cover. It may be obtained at the Authority). The corporation operates a 381-unit facility. Financial information for the year ended December 31, 2024, is discretely presented in this report.

Riverview Place, L.P. - is a limited partnership established for the purpose of acquiring, mortgaging, owning, developing, constructing, leasing, managing, maintaining, and operating low-income rental housing project (the Project). The Project consist of 38 project-based vouchers that were converted from the Rental Assistance Demonstration to project-based voucher units. (Report issued under separate cover. It may be obtained at the Authority). Financial information for the year ended December 31, 2024, is discretely presented in this report.

Myrtle Street Management, L.P. - is a limited partnership established for the purpose of managing, maintaining, and operating low-income rental housing projects. No report issued. Financial information for the year ended December 31, 2024, is discretely presented in this report.

The main programs of the Authority are as follows:

- *Public Housing Capital Fund Program* - The primary funding source for the modernization, demolition and redevelopment of public housing is the Capital Fund Programs and Stimulus Grant Fund Programs.

- *Housing Choice Voucher Program* - Designed to aid very low-income families in obtaining decent, safe, and sanitary rental housing. The Authority administers contracts with independent landlords that own property and rent that property to families that have applied for housing assistance through the Authority. The Authority subsidizes the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contributions Contract (ACC) with HUD. HUD provides Annual Contributions Funding to enable the Authority to structure a lease that sets the participants' rent at 30% of household income.

- *Central Office Cost Center* - The Central Office Cost Center (COCC) is a business unit within the Authority that generates revenues from fees income and other business activities. The COCC consist of activities funded through these revenue sources.

Other programs administered by the Authority are designed to give assistance to residents in a manner which encourages independence and upward mobility.

Basic Financial Statements/Funds
All activities of Kingsport Housing and Redevelopment Authority are reported in proprietary fund types. The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is secured by the Authority's capital assets and by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

In the statement of net position, equity is classified as net position and displayed in three components:

a) *Net investment in capital assets* - Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of any notes or other borrowings attributable to those capital assets.
b) *Restricted net position* - Consists of assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.
c) *Unrestricted net position* - All other assets that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted net positions are available for use, generally it is the Authority's policy to use restricted resources first.

Accrual Basis of Accounting
Basis of accounting refers to the point at which revenues or expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Proprietary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses me recognized when incurred.

Budgetary Data
Enterprise fund service delivery levels are determined by the extent of consumer demand. Because enterprise fund revenues and expenses fluctuate with changing service delivery levels, generally accepted accounting principles do not require the financial statements to include budgetary comparisons and, accordingly, these comparisons have not been included.

Budgets are prepared for regulatory purposes in accordance with Kingsport Housing and Redevelopment Authority's contract with HUD. The Authority prepares annual budgets for each program. Prior to the beginning of each budget year, the Authority's annual budget is approved by its governing body. Budgetary amendments require approval by the governing body. All budgetary appropriations lapse at the end of each year. Budgets for Capital Fund Programs are approved in the Authority's 5-year and annual plans.

Cash
The Authority defines cash to include Certificates of Deposit, Money Market funds, savings accounts, demand deposits, and other short-term securities with original maturities of three months or less; consequently, the cost, carrying value, and market value are equivalent.

Certificates of Deposit
The Authority has two Certificates of Deposit with Citizens Bank that are greater than three months but not greater than one year, therefore they are measured at cost and are reported as a separate line on the financial statements.

Accounts Receivable
Accounts receivable consists of all amounts earned at year end and not yet received. Allowances for uncollectible accounts are based upon historical trends and periodic aging of accounts receivable.

Accounts for which no possibility of collection is anticipated are charged to bad debts expense which is netted against tenant revenues on the statement of revenues, expenses and changes in net position. The amount of bad debt related to tenant receivables written off for the year ended March 31, 2025, was $-.

Restricted Cash
Restricted cash consists of cash set aside by HUD for the Housing Choice Voucher Program, cash that are held in trust, reserves, and escrows, as well as other cash that are restricted for specific purposes.

Security Deposits
Security deposits consist of amounts held in trust with Kingsport Housing and Redevelopment Authority in order for tenants to secure apartment leases.

Compensated Absences
Compensated absences are absences for which employees will be paid i.e., sick leave, vacation, and other approved leaves. The Authority's policy allows employees to accumulate unused sick leave up to 1,040 hours and vacation leave up to 240 hours. Sick leave is not paid upon termination, but only upon illness while employed.

Unearned Revenue
Unearned revenues consist of rental payments made by tenants in advance of their due date, and rental supplements to be paid to owners of private dwellings during the first month of the next fiscal year.

Deferred Inflows/Outflows of Resources
In accordance with GASB, in addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The Authority has no items that meet this criterion.

Also, in addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The Authority has no items that meet this criterion.

Capital Assets
Capital assets purchased or acquired with an original cost of $5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Category	Useful Life
Buildings and improvements	15-30 Years
Improvements other than buildings	15-30 Years
Furniture and equipment	3-7 Years

Revenues
All Kingsport Housing and Redevelopment Authority revenues are accrued. These revenues consist of user charges for rents, utilities, repairs, and other miscellaneous charges. Monies received from customers for security deposits are recorded as a liability upon receipt. Subsidies and grants, which finance current operations, are reported as operating revenues. Subsidies and grants, which finance capital operations, gain/loss on sale of fixed assets, and interest income/expense, are reported as non-operating revenues. Revenues for government-mandated and voluntary exchange transactions, are recorded when all applicable eligibility requirements, including time requirements, are met. Resources received before all eligibility requirements are met me reported as deferred inflows of resources.

Expenditures
Expenditures are recognized when the liability is incurred. Inventory costs are reported in the period when inventory items are used, rather than in the years purchased.

Depreciation
Depreciation expense of $198,753 has been recognized during the year ended March 31, 2025.

Income Taxes
Kingsport Housing and Redevelopment Authority is not subject to federal or state income taxes.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles as applied to governmental units require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Interfund Eliminations
All interfund receivables and payables between program and blended component units have been eliminated in the financial statements. As have any inter-program or company revenues and expenses.

Leasing Activities
The Authority is the lessor of dwelling units to eligible residents. The rents under the leases are determined generally by the residents' income as adjusted for eligible deductions regulated by HUD, although the residents may opt for a flat rent. Leases may be cancelled at any time or renewed annually. The Authority may cancel the leases only for a cause. Revenues associated with these leases are recorded in the accompanying financial statements and related schedules within dwelling rent revenue.

Governance
The following table lists the Board Members and their respective terms as of the year ended March 31, 2025:

Name	Term Expires	Position
Greg Purdue	4/30/2029	Chairman
Tony Jennings	2/28/2028	Vice-Chairman
Seth Jervis	2/28/2027	Commissioner
Stephen LaJair	4/30/2030	Commissioner
Debbie Torjilar	3/31/2026	Commissioner

In addition to the above Commissioners, the Administrator of the Authority is Terry Cunningham, who served as the Board Secretary and Executive Director.

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NOTE 02 - CASH, CASH EQUIVALENTS, AND INVESTMENTS

As of the year ended March 31, 2025, the Authority categorized the following breakdown:

Unrestricted	
Checking and Money Market accounts	$ 846,953
Subtotal	846,953
Restricted	
Security deposits - tenants	17,047
Family Self Sufficiency deposits	238,838
Other restricted funds	379,462
Subtotal	635,347
Total Cash and Equivalents	**$ 1,482,300**
Unrestricted	
Certificates of Deposit initial maturity over 90 days	$ 200,000
Total Investments	**$ 200,000**

Deposits in financial institutions are required by State statute to be secured and collateralized by the institutions. The collateral must meet certain requirements and must have a total minimum market value of 105% of the value of the deposits placed in the institutions less the amount protected by federal depository insurance. Collateral requirements are not applicable for financial institutions that participate in the State of Tennessee's collateral pool. The State of Tennessee Local Government Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares. All deposits of the Authority are with financial institutions meeting State and Federal deposit requirements.

Interest Rate Risk

As a means of limiting its exposure to fair value losses arising from rising interest rate, the Authority's typically limits its investment portfolio to maturities of 60-days or more. The Authority's policy to limit its exposure to declines in fair value of its investment portfolio is to only invest in HUD allowed investments and to monitor investments. As of March 31, 2025, the Authority was not exposed to interest rate risk since they have minimal investments.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is the Authority's policy to follow the HUD regulations by only having direct investments and investments through mutual funds to direct obligations, guaranteed obligations, or obligations of the agencies of the United States of America. As of March 31, 2025, the Authority was not exposed to credit risk.

Custodial Credit Risk

For an investment, the custodial credit risk is the risk that in the event of the failure of the counterparty, the Authority will not be able to recover the value of their investment or collateral securities that are in the possession of an outside party. The Authority does have a deposit policy for custodial credit risk, which requires collateral to be held in the Authority's name by its agent or by the bank's trust department. As of March 31, 2025, none of the Authority's bank balance were exposed to custodial credit risk.

Concentration of Credit Risk

The Authority places no limit on the amount that it may invest in Certificates of Deposit. The Authority has no policy regarding credit risk.

NOTE 03 - ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of March 31, 2025:

Tenant receivables	$ 71,059
Tenant fraud recovery receivables	46,407
Allowance for receivables	(11,553)
Net receivable	105,913
Due from other governments	306,977
Miscellaneous receivables	82,482
Accounts Receivable, Net	**$ 495,372**

NOTE 04 - CAPITAL ASSETS

The following is a summary of changes in the net capital assets during the year ended March 31, 2025:

	Balance at 04/01/24	Additions	Deletions	Balance at 03/31/25
Capital assets not being depreciated				
Land	$ 5,795,406	$ -	$ -	$ 5,795,406
Construction in process	510,830	99,581	-	610,411
Capital assets not being depreciated	6,306,236	99,581	-	6,405,817
Capital assets being depreciated				
Buildings and improvements	4,986,199	-	-	4,986,199
Furniture and equipment	435,775	-	-	435,775
Total assets being depreciated	5,421,974	-	-	5,421,974
Buildings accumulated depreciation	(2,686,514)	(86,167)	-	(2,772,681)
Equipment accumulated depreciation	(384,595)	(112,586)	-	(497,181)
Net capital assets being depreciated	2,350,865	(198,753)	-	2,152,112
Capital Assets, Net	**$ 8,657,101**	**$ (99,172)**	**$ -**	**$ 8,557,929**

Construction in progress is composed of expenditures related to renovation of certain buildings owned by the Authority.

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NOTE 05 - RELATED PARTY NOTES RECEIVABLE

The notes receivable consists solely of amounts due from the discretely presented component units to the Authority. As of the year ended March 31, 2025, notes receivable was composed of the following:

Related Party Loans to Discretely Presented Component Units	
On December 28, 2018, the Authority entered into an agreement with Myrtle Street Redevelopment, L.L.C., (the Maker) for the purchase of various apartment developments known as Tiffany Court, Holly Hills, Dogwood Terrace, Charlemont Apartments and Frank L. Cloud Apartments for $8,400,000. The note receivable has an annual interest rate of 3.31%. The note receivable is payable on an annual basis out of Net Cash Flow of the Maker. All unpaid principal and interest of the note receivable shall be repaid in full upon December 28, 2058. There is no amounts considered to be current.	$ 9,621,345
Related Party Loans to Discretely Presented Component Units	
On July 15, 2010, the Authority entered into an agreement with Riverview Place, L.P., to lend $4,100,099 to the L.P., non-interest bearing loan. The repayment of the loan is based on cash flow of the L.P., with the unpaid principal due in 40 years. There is no amounts considered to be current.	5,717,440
Related Party Loans to Discretely Presented Component Units	
On going loans with both Riverview Place, L.P., and Myrtle Street Redevelopment, L.L.C., for operating with no repayment agreements or interest charged on the loans.	209,337
Allowance for uncollectible amount	-
Total Notes Receivable	**$ 15,548,122**

The Authority also has intercompany loans in the amount of $- with zero interest and no payments due that have been eliminated in the financial statements.

NOTE 06 - OTHER NON-CURRENT LIABILITIES

As of the year ended March 31, 2025, other non-current liabilities consisted of the following:

	Balance at 04/01/24	Additions	Deletions	Balance at 03/31/25	Due within One Year
Compensated absences	$ 66,289	$ 13,354	$ -	$ 79,643	$ 24,747
Funds held in trust	188,606	10,036	-	198,642	-
Debt	3,121,270	-	(165,412)	2,955,858	155,206
Total	$ 3,376,165	$ 23,390	$ (165,412)	$ 3,234,143	$ 179,953

NOTE 07 - DEFERRED COMPENSATION PLAN

The Authority provides pension benefits for all of its full-time employees through the Kingsport Housing Authority Pension Plan (the Plan). The Plan is a single employer defined contribution trust and is administered by the Authority. The Plan was established April 1, 1970, and is authorized and may be amended by the Authority's Board.

In a defined contribution plan, benefits depend solely on amount contributed to the plan, plus investment earnings. Employees are eligible to participate after six-month exclusionary period. The employee is not required to contribute, and the Authority contributes 11.69% of the employee's base salary each month. The Authority's contributions for each employee (and interested allocated to the employee's account) are vest 50% of the first year and increases 10% annually for each year of participation. An employee is fully vested after 5 years of participation. All forfeitures are used to offset current year contributions. The Authority's total payroll in fiscal year ended March 31, 2025, was $1,692,931. The Authority's contributions were calculated using the base salary amount of $1,473,767. Contributions to the plan totaled $172,284. All required remittances were made by the Authority during the fiscal year.

Other than the above-mentioned pension plans, the Authority does not participate in other Post-Employment Benefits.

NOTE 08 - LONG-TERM DEBT

Long-term debt consisted of the following:

Home Trust Bank	
Note payable for a 4-unit apartment complex located at 101 Tennessee Street in Kingsport, TN was acquired in 2016. The direct borrowing has an interest rate of 4.50% fixed and a maturity date of five years. The loan is collateralized by the building.	$ 63,854
Citizens Bank GVM Mortgage	
A direct borrowing with Citizens Bank bears interest at 3.85%, and is due in monthly installments of $4,642, including principal and interest through January 2024. Secured by real property.	509,486
First Bank and Trust	
A direct borrowing with First Trust Bank bears interest at 4.50% and is due in monthly installments of $823, including principal and interest and maturity of February 2023. Secured by real property.	80,040
Home Trust Bank	
A direct borrowing with Home Trust Bank bears interest at 5.49% and is due in monthly installments of $447, including principal and interest and maturity of May 2028. Secured by real property.	51,738
Bank of TN	
A direct borrowing with Bank of TN bears interest at 5.50% and is due in monthly installments of $356, including principal and interest and maturity of May 2028. Secured by real property.	3,250

First Community Bank	
A direct borrowing with First Community Bank bears interest at 6.25%, is due in monthly installments of $7,994, including principal and interest and maturity of April 2033. Secured by real property.	607,766
First TN Develop. District	
A direct borrowing with First Tennessee Development District bears interest at 0.00% and is forgiven after an Affordability period of ten years. Secured by real property.	121,294
Powell Valley Bank	
Line of credit, a direct borrowing, with New Peoples Bank with a maximum amount of $1,250,000 the loan comes due in full on March 31, 2025. Secured by real property.	1,284,783
Bank of TN Slate House	
Line of credit, a direct borrowing, with Bank of Tennessee Bank with a maximum amount of $1,500,000, the loan comes due in full on March 31, 2025. Secured by real property.	233,647
Total Debt	**$ 2,955,858**

The loans have the following future maturities:

Year Ended March 31,		Principal	Interest	Total
	2026	$ 155,206	$ 64,480	$ 219,686
	2027	1,731,770	58,043	1,789,813
	2028	131,992	51,148	183,140
	2029	139,182	43,913	183,095
	2030	146,376	36,265	182,641
2031	2035	552,721	74,520	627,241
2036	2040	98,611	2,439	101,050
		$ 2,955,858	$ 330,808	$ 3,286,666

NOTE 09 - NET POSITION

The Authority has net position classified in Note 01. The net positions are made up of the following:

Capital assets not being depreciated	$ 6,405,817
Capital assets, net	2,152,112
Related debt	(2,955,858)
Net Investment in Capital Assets	**$ 5,602,071**
Restricted cash	$ 635,347
Notes receivable from RAD sale	15,338,785
Security deposit liability	(198,642)
FSS escrow liability	(11,547)
Restricted Net Position	**$ 15,763,943**

NOTE 10 - CONDENSED FINANCIAL STATEMENTS

As required by GASB the condensed financial statements with elimination, for additional information see the detail supplementary information schedules.

	Housing Authority	Total Blended Component Units	Eliminations	Primary Government Totals
Condensed Statement of Net Position				
Current assets	$ 2,025,827	$ 310,489	$ (29,119)	$ 2,307,197
Capital assets	4,403,028	4,154,901	-	8,557,929
Other assets	17,460,600	5,098	(1,987,478)	15,478,220
Total Assets	**23,889,455**	**4,470,488**	**(2,016,597)**	**26,343,346**
Deferred outflow of resources	-	-	-	-
Current liabilities	700,681	235,531	(29,119)	907,093
Noncurrent liabilities	1,132,011	3,909,657	(1,987,478)	3,054,190
Total Liabilities	**1,832,692**	**4,145,188**	**(2,016,597)**	**3,961,283**
Deferred inflow of resources	-	-	-	-
Net investment in capital assets	4,339,174	1,262,897	-	5,602,071
Restricted net position	15,610,024	153,919	-	15,763,943
Unrestricted net position	2,107,565	(1,091,516)	-	1,016,049
Net Position	**$ 22,056,763**	**$ 325,300**	**$ -**	**$ 22,382,063**
Condensed Statement of Revenues, Expenses and Change in Net Position				
Operating revenues	$ 14,954,281	$ 750,501	$ (465,898)	$ 15,238,884
Depreciation expense	(44,732)	(154,021)	-	(198,753)
Other operating expenses	(14,469,741)	(1,527,157)	465,898	(15,531,000)
Operating Income (Loss)	**439,808**	**(930,677)**	**-**	**(490,869)**
Nonoperating revenues	10,121	1,460	(8,609)	2,972
Nonoperating expenses	(12,056)	(158,941)	8,609	(162,388)
Nonoperating Revenue (Expense)	**(1,935)**	**(157,481)**	**-**	**(159,416)**
Income (Loss) Before Transfers and Capital Contributions	**437,873**	**(1,088,158)**	**-**	**(650,285)**
Transfers	(907,593)	907,593	-	-
Capital contributions	99,581	-	-	99,581
Change in Net Position	**(370,139)**	**(180,565)**	**-**	**(550,704)**
Net position, beginning of year	22,426,902	505,865	-	22,932,767
Prior Period Adjustment	**-**	**-**	**-**	**-**
Net position, end of year	$ 22,056,763	$ 325,300	$ -	$ 22,382,063
Condensed Statement of Cash Flows				
Net cash flows provided/(used) by operating activities	$ 141,610	$ (847,067)	$ -	$ (705,457)
Net cash flows provided/(used) by capital and related financing activities	(529,846)	750,043	-	220,197
Net cash flows provided/(used) by investing activities	10,121	1,460	-	11,581
Net increase/(decrease) in cash and cash equivalents	(378,115)	(95,564)	-	(473,679)
Cash, beginning of year	1,627,665	328,314	-	1,955,979
Cash, end of year	$ 1,249,550	$ 232,750	$ -	$ 1,482,300

NOTE 11 - ECONOMIC DEPENDENCY AND CONCENTRATIONS

The Housing Choice Voucher Programs are economically dependent on annual contributions and grants from HUD. The programs operate at a loss prior to receiving the contributions and grants. The Authority receives approximately 90% of revenues from HUD.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Legal: The Authority is party to no pending or threatened legal actions arising from the normal course of its operations.

Grants and Contracts: The Authority participates in various federally assisted grant programs that are subject to review and audit by the grantor agencies. Entitlement to these resources is generally conditional based upon compliance with terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a federal audit may become a liability of the Authority. There were no such liabilities recorded as of March 31, 2025.

NOTE 13 - OTHER RELATED PARTY TRANSACTIONS

During the year, Kingsport Housing and Redevelopment Authority earned fees in accordance with operating agreements, for services performed on behalf of its discrete component units. These services included management, administration, bookkeeping, and asset management. The total fees earned by the Authority for the year ended March 31, 2025, amounted to $216,845.34.

The Authority also has related party notes receivable discussed in detail in Note 05.

NOTE 14 - CONDUIT DEBT

The Authority has entered into an agreement with the City of Kingsport, Tennessee (the City) and Sullivan County, Tennessee (the County) to implement a redevelopment plan on their behalf. In connection with the redevelopment plan, the Authority has issued tax increment revenue bonds to facilitate the development of certain real estate properties deemed to be in the best interest of the general public. These bonds are special limited obligations of the Authority, payable solely from the property taxes generated from these developments. The bonds do not constitute a debt or pledge of the faith and credit of the Authority, City, or County, and accordingly have not been reported in the accompanying financial statements.

NOTE 15 - RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions and natural disaster for which the Authority insures itself against loss by participation in a public entity risk pool. The Authority also insures itself against workers' compensation claims through participation in a public entity risk pool. There have been no reductions in coverage from the prior year and settlement have not exceeded coverage in the past three years.

The Authority participates in the public entity risk pool managed by the Tennessee Housing Authority Risk Management Trust (THARMT) for its property and liability risk of loss coverage. The Authority, along with other participating entities, is responsible for paying annual premiums to the pool as determined by THARMT. THARMT administers the pooled resources to provide risk of loss protection for each participating municipality by purchasing commercial excess insurance.

The Authority participates in the public entity risk pool managed by the Tennessee Municipal League Risk Management Pool (TML) for its workers compensation risk of loss coverage. The Authority, along with other participating entities, is responsible for paying annual premiums to the pool las determined by TML. TML administers the pooled resources to provide risk of loss protection for each participating municipality by purchasing commercial excess insurance.

NOTE 16 - SUBSEQUENT EVENTS

Management evaluated the activity of the Authority through September 23, 2025, (the date the financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statement.

Kingsport Housing and Redevelopment Authority

Schedule of Expenditures of Federal Awards

For the Year Ended March 31, 2025

	Assistance Listing Number(s)	Award Type	Expenditures
U.S. Department of HUD			
Housing Choice Vouchers	14.871	Direct	$ 11,035,578
Total Housing Voucher Center Cluster			**11,035,578**
Housing Opportunities of Persons with AIDS	14.241	Direct	440,087
Public Housing Capital Fund Program	14.872	Direct	99,581
Emergency Solutions Grant Program	14.231	Direct	907,593
Continuum of Care Program	14.267	Direct	704,364
PIH Family Self-Sufficiency Program	14.896	Direct	128,893
Totals U.S. Department of HUD			**13,316,096**
Total Expenditures of Federal Awards			**$ 13,316,096**

Award Type	
Direct	$ 13,316,096
Indirect	$ -

See Auditors' report on supplementary information

NOTE 01 - SCOPE OF PRESENTATION

The accompanying schedule presents the expenditures incurred (and related awards received) by Kingsport Housing and Redevelopment Authority (the Authority) that are reimbursable under federal programs of federal agencies providing financial assistance awards. For the purpose of this schedule, only the portion of the program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with local or other nonfederal funds are excluded from the accompanying schedule. This schedule also only includes the amounts expended by the Authority, none of the amount expended, if any, by the blend or discretely present component units have been included.

NOTE 02 - BASIS OF ACCOUNTING

The expenditures included in the accompanying schedule were reported on the accrual basis of accounting. Expenditures are recognized in the accounting period in which the related liability is incurred. Expenditures reported included any property or equipment acquisitions incurred under the federal program. The information in this schedule is presented in accordance with the requirements of Uniform Guidance, *Audit of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

NOTE 03 - INDIRECT COST RATE

The Authority elected not to use the 10% de minimis indirect cost rate as allowed in the Uniform Guidance, Section 414.

1. The Actual Costs of the Authority was as follows:

Grant	Funds Approved	Funds Disbursed	Funds Expended	Balance Unspent
TN43P007501-20	$ 649,838	$ 646,238	$ 646,238	$ 3,600
TN43P007501-21	$ 684,337	$ 684,337	$ 205,300	$ 479,037
TN43P007501-22	$ 833,207	$ 167,237	$ 167,237	$ 665,970

2. The distribution of costs as shown on the Financial Statement of Costs accompanying the Actual Cost Certificate submitted to HUD for approval, is in agreement with the Authority's records.

3. For the above completed grants, all costs have been paid and all related liabilities have been discharged through payment.

Kingsport Housing and Redevelopment Authority

Combining Statement of Net Position - Discretely Presented Component Units

March 31, 2025

ASSETS	Riverview Place, L.P.	Myrtle St. Management, L.L.C.	Myrtle St. Redevelopment, L.L.C.	DPCU Total
Current Assets				
Cash and cash equivalents				
Unrestricted	$ 150,527	$ 2,700,119	$ 422	$ 2,851,068
Restricted	18,097	1,964,958	-	1,983,055
Subtotal	**168,624**	**4,665,077**	**422**	**4,834,123**
Certificates of Deposit	-	-	-	-
Accounts receivable, net	41,569	167,499	-	209,068
Prepaid expenses	13,207	305,370	-	318,577
Notes and lease receivable current	-	-	-	-
Interfund receivable	-	-	-	-
Total Current Assets	**223,400**	**5,137,946**	**422**	**5,361,768**
Non-Current Assets				
Notes and leases receivable	-	-	-	-
Intangibles, net	(40,398)	228,985	-	188,587
Capital assets not being depreciated	920,802	-	-	920,802
Capital assets, net	4,663,411	35,562,275	-	40,225,686
Total Non-Current Assets	**5,543,815**	**35,791,260**	**-**	**41,335,075**
TOTAL ASSETS	**5,767,215**	**40,929,206**	**422**	**46,696,843**
DEFERRED OUTFLOWS OF RESOURCES	**-**	**-**	**-**	**-**

See Auditors' report on supplementary information

Kingsport Housing and Redevelopment Authority

Combining Statement of Net Position - Discretely Presented Component Units

March 31, 2025

LIABILITIES	Riverview Place, L.P.	Myrtle St. Management, L.L.C.	Myrtle St. Redevelopment, L.L.C.	DPCU Total
Current Liabilities				
Accounts payable	28,859	523,786	-	552,645
Accrued liabilities	500	1,841,443	-	1,841,943
Deposits held in trust	6,930	83,447	-	90,377
Compensated absences current	-	-	-	-
Unearned revenue	373	14,665	-	15,038
Other liabilities current	313,450	69,213	-	382,663
Financial agreements payable current	-	188,084	-	188,084
Interfund payable	-	-	-	-
Total Current Liabilities	**350,112**	**2,720,638**	**-**	**3,070,750**
Non-Current Liabilities				
Compensated absences	-	-	-	-
Funds held in trust	-	-	-	-
Financial agreements payable	4,100,098	34,086,516	3,793	38,190,407
Total Non-Current Liabilities	**4,100,098**	**34,086,516**	**3,793**	**38,190,407**
TOTAL LIABILITIES	**4,450,210**	**36,807,154**	**3,793**	**41,261,157**
DEFERRED INFLOWS OF RESOURCES	**-**	**-**	**-**	**-**
NET POSITION				
Net investment in capital assets	1,484,115	1,637,799	-	3,121,914
Restricted	11,167	1,881,511	-	1,892,678
Unrestricted	(178,277)	602,742	(3,371)	421,094
TOTAL NET POSITION	**$ 1,317,005**	**$ 4,122,052**	**$ (3,371)**	**$ 5,435,686**

See Auditors' report on supplementary information

Kingsport Housing and Redevelopment Authority

Combining Statement of Revenues, Expenses, and Changes in Net Position - Discretely Presented Component Units

For the Year Ended March 31, 2025

	Riverview Place, L.P.	Myrtle St. Management, L.L.C.	Myrtle St. Redevelopment, L.L.C.	DPCU Total
Operating Revenues				
Rental revenues, net	$ 276,158	$ 4,170,280	$ -	$ 4,446,438
Government grants	-	-	-	-
Other income	675	3,584	-	4,259
Total Operating Revenues	**276,833**	**4,173,864**	**-**	**4,450,697**
Operating Expenses				
Administration	63,328	924,503	360	988,191
Tenant services	850	1,455	-	2,305
Utilities	130,656	843,323	-	973,979
Maintenance and operations	138,925	1,046,334	-	1,185,259
Protective services	-	-	-	-
Insurance expense	32,615	212,905	-	245,520
General expense	11,215	432,290	-	443,505
Housing Assistance Payments	-	-	-	-
Depreciation and amortization	232,659	1,301,847	-	1,534,506
Total Operating Expenses	**610,248**	**4,762,657**	**360**	**5,373,265**
OPERATING INCOME (LOSS)	**(333,415)**	**(588,793)**	**(360)**	**(922,568)**
Non-Operating Revenues (Expenses)				
Interest income	81	151,724	-	151,805
Gains (losses) on disposition of assets, net	-	-	-	-
Interest expense	-	(1,064,887)	-	(1,064,887)
Total Non-Operating Revenues (Expenses)	**81**	**(913,163)**	**-**	**(913,082)**
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	**(333,334)**	**(1,501,956)**	**(360)**	**(1,835,650)**
Capital Contributions and Transfers				
Capital contributions	-	-	-	-
Transfers	-	-	-	-
Total Capital Contributions and Transfers	**-**	**-**	**-**	**-**
CHANGE IN NET POSITION	**(333,334)**	**(1,501,956)**	**(360)**	**(1,835,650)**
BEGINNING NET POSITION	**1,650,339**	**5,287,700**	**(3,011)**	**6,935,028**
Prior Period Adjustment	**-**	**336,308**	**-**	**336,308**
ENDING NET POSITION	**$ 1,317,005**	**$ 4,122,052**	**$ (3,371)**	**$ 5,435,686**

See Auditors' report on supplementary information

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Board of Commissioners
Kingsport Housing and Redevelopment Authority
Kingsport, TN

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities, combining schedule-business activities, and aggregate discretely presented component units of Kingsport Housing and Redevelopment Authority (the Authority) as of and for the year ended March 31, 2025, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated September 23, 2025. Our report includes a reference to other auditors who audited the financial statement of the discretely presented component units, as described in our report on the Authority's financial statements. The financial statements of the discretely presented component units were not audited in accordance with *Government Auditing Standards*.

Report on Internal Control over Financial Reporting
In planning and performing our audit, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Kingsport Housing and Redevelopment Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards,* and which are described in the accompanying *schedule of findings and questioned costs* as items **Finding 2025-003**.

Kingsport Housing and Redevelopment Authority's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on Kingsport Housing and Redevelopment Authority's response to the findings identified in our audit and described in the accompanying *schedule of findings and questioned costs.* Kingsport Housing and Redevelopment Authority's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Smith Mairnd LC

September 23, 2025

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Board of Supervisors
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Kingsport, TN

Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance

Independent Auditors' Report

Report on Compliance for Each Major Federal Program

Opinion of Each Major Federal Program
We have audited Kingsport Housing and Redevelopment Authority's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of Kingsport Housing and Redevelopment Authority's major federal programs for the year ended March 31, 2025. Kingsport Housing and Redevelopment Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Kingsport Housing and Redevelopment Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2025.

Basis for Opinion on Each Major Federal Program
We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of *Title 2 U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Kingsport Housing and Redevelopment Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Kingsport Housing and Redevelopment Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance
Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Kingsport Housing and Redevelopment Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Kingsport Housing and Redevelopment Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Kingsport Housing and Redevelopment Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Kingsport Housing and Redevelopment Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Kingsport Housing and Redevelopment Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Kingsport Housing and Redevelopment Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as **Finding 2025-001 and Finding 2025-002**. Our opinion on each major federal program is not modified with respect to these matters. *Government Auditing Standards* requires the auditor to perform limited procedures on Kingsport Housing and Redevelopment Authority's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. Kingsport Housing and Redevelopment Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as **Finding 2025-001 and Finding 2025-002**, to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed. *Government Auditing Standards* requires the auditor to perform limited procedures on Kingsport Housing and Redevelopment Authority's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. Kingsport Housing and Redevelopment Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Smith Manard

September 23, 2025

Section I — Summary of Auditors' Results

Financial Statements

Type of auditors' report issued	Unmodified
Internal controls over financial reporting:	
Material weakness(es) identified	No
Significant deficiency(ies) identified	Yes
Noncompliance material to financial statements noted	No

Federal Awards

Internal control over major federal programs	
Material weakness(es) identified	No
Significant deficiency(ies) identified	Yes
Type of auditors' report issued on compliance for major federal programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)	Yes

Identification of major federal programs:

ALN(s)	Name of Federal Program or Cluster
14.871	Housing Choice Vouchers
14.231	Emergency Solutions Grant Program

Dollar threshold used to distinguish between type A and type B programs:	$ 750,000
Auditee qualified as a low-risk auditee	Yes

Section II Financial Statement Findings

		Internal Control	Significant Deficiency
2025-003	**Unearned Funds**		

Criteria The U.S. Department of Housing and Urban Development Capital Fund Guidebook 2016 states that the PHA can draw funds up to, but not more than, 3 days in advance of a valid expense and should draw the amount needed to cover such costs.

Condition The PHA did not spend CFP money that was drawn down within the 3 day window. The funds are unspent as of the completion of the audit.

Context The Authority located an affordable housing project to use the development funds on, obtained HUD approval and drew down the $497,303 to purchase the project. After drawing the funds but before executing the purchase HUD notified the Authority the project did not qualify as a development expenses.

Cause The Authority obtained approval and drew funds but before the sale closed HUD disqualified the expense.

Effect The CFP funds remain in unspent and unearned until a qualified expense be located.

Recommendations Establish proper CFP procedures to ensure proper handling of CFP draw downs. Funds drawn after payment or very near payment date of related purchases.

Questioned Costs None.

Management Views Management agrees and has a Corrective Action Plan identifying steps to resolve this finding.

Section III Federal Awards Findings

US Department of Housing and Urban Development **Direct Award**

		Internal Control	Significant Deficiency
Program Name	**Housing Choice Vouchers**		
ALN(s)	**14.871**	**N**	**Special Tests**

2025-001 **HQS Enforcement**

Questioned Costs The exact monetary impact needs further investigation to determine the amount of HAP that should have been abated for the period of non-compliance.

Criteria HUD requires that all units under the Housing Choice Vouchers Program meet specific Housing Quality Standards (HQS). In cases of failed inspections, timely re-inspections are mandatory, and if compliance is not achieved, abatement of Housing Assistance Payments (HAP) or voucher cancellation is required.

Condition During the audit, it was noted that in seven (7) instances, a unit that failed its HQS inspection did not undergo a subsequent re-inspection or no inspection was documented. Consequently, the required abatement of HAP or cancellation of the housing voucher was not executed.

Context This finding represents a potentially systemic issue within the Housing Voucher Cluster program, as it was identified in seven (7) files tested out of a sample of eight (8) cases. It highlights a need for more rigorous enforcement and monitoring of HQS compliance.

Cause The non-compliance appears to stem from oversight or procedural lapses in the enforcement of HQS within the Housing Voucher Cluster program. This may be due to inadequate training, monitoring, or failure to adhere to established protocols.

Effect This non-compliance undermines the integrity of the Housing Choice Vouchers Program and may lead to tenants living in substandard conditions. It also represents a risk of improper use of federal funds and can impact the credibility and effectiveness of the program.

Recommendations Implement more stringent procedures for monitoring HQS compliance, including timely reinspection and enforcement of HAP abatement or voucher cancellation. Enhance training for staff involved in the HQS process to ensure a thorough understanding of compliance requirements. Establish a system of regular audits to identify and rectify lapses in HQS enforcement promptly.

Management Views The auditee acknowledges the deficiency in enforcing Housing Quality Standards (HQS) as highlighted in the finding. In response to this issue, Management commits to implementing a comprehensive Corrective Action Plan.

Internal Control	Significant Deficiency
N	Special Tests

Program Name **Housing Choice Vouchers**

ALN(s) **14.871**

2025-002 **Utilities Allowance Calculation**

Questioned Costs None.

Criteria In accordance with the 2014 Appropriations Act Section 242, the utility allowance for a family shall be the lower of: (1) The utility allowance amount for the family unit size; or (2) the utility allowance amount for the unit size of the unit rented by the family. However, upon the request of a family that includes a person with disabilities, the PHA must approve a utility allowance higher than the applicable amount if such a higher utility allowance is needed as a reasonable accommodation in accordance with HUD's regulations in 24 CFR part 8 to make the program accessible to and usable by the family member with a disability. This provision applies only to vouchers issued after the effective date of this notice (June 12, 2014) and to current program participants. For current program participants, a PHA must implement the new allowance at the family's next annual reexamination, provided that the PHA is able to provide a family with at least 60 days notice prior to the reexamination.

Condition During the audit, we noted multiple HUD Forms 50058 had utility allowances calculated not in accordance with the above criteria.

Context The Authority had approximately 230 new admissions during the fiscal year. Of these, we reviewed 24 individual utility allowances which were calculate for the tenants and found 3 instances of non-compliance.

Cause Software conversion in prior year has several tenant units marked as manufactured home however the tenant is living in a unit that is not a manufactured home. The Authority staff did not correct the unit type and thereby the utility allowance was incorrectly calculated.

Effect The Authority was in violation of the Federal Regulation which resulted in errors in calculating Housing Assistance Payments (HAP) and utility reimbursement payments.

Recommendations We recommend that Management implement procedures to ensure compliance with the above regulations as it relates to the Section 8 Housing Choice Voucher Program.

Management Views The auditee acknowledges the deficiency as highlighted in the finding. In response to this issue, Management commits to implementing a comprehensive Corrective Action Plan.

Financial Statement Findings

Prior Year Findings Number	Findings Title	Status/Current Year Findings Number
N/A	There were no prior findings reported	**N/A**

Federal Award Findings and Questioned Costs

Prior Year Findings Number	Findings Title	Status/Current Year Findings Number
2024-001	Housing Quality Standards Inspection/HQS Enforcement (original finding #2024-001)	Repeated 2025-001

KHRA
Kingsport Housing & Redevelopment Authority

PO Box 44
906 East Sevier Avenue
Kingsport, TN 37662-0044

MANAGEMENT'S CORRECTIVE ACTION PLAN

Finding 2025-001 – HQS Enforcement

Corrective Action Plan:

The Housing Authority has corrected the procedural issues and does not anticipate this being a repeated finding in future audits. The authority has employeed a full time inspector and is in the process of hiring an additional employee to serve as back up for this position

Person Responsible:

HCV Department
423-245-0135

Anticipated Completion Date:

December 31, 2025

Signature

Director of Finance
Title

9/17/2025
Date

Kingsport Housing & Redevelopment Authority shall not discriminate because of race, color, sex, religion, familial status, disability, handicap or national origin in the leasing, rental or other disposition of housing.

KHRA
Kingsport Housing & Redevelopment Authority

PO Box 44
906 East Sevier Avenue
Kingsport, TN 37662-0044

MANAGEMENT'S CORRECTIVE ACTION PLAN

Finding 2025-002 – Utilities Allowance Calculation

Corrective Action Plan:

The Housing Authority has corrected the procedural issues and has enforced with additional training with the HCV Staff the importance of the calculation.

Person Responsible:

HCV Department
423-245-0135

Anticipated Completion Date:

December 31, 2025

Signature

Director of Finance
Title

9/17/2025
Date

Kingsport Housing & Redevelopment Authority shall not discriminate because of race, color, sex, religion, familial status, disability, handicap or national origin in the leasing, rental or other disposition of housing.

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Kingsport Housing & Redevelopment Authority

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906 East Sevier Avenue
Kingsport, TN 37662-0044

MANAGEMENT'S CORRECTIVE ACTION PLAN

Finding 2025-003 – Unearned Funds

Corrective Action Plan:

The Housing Authority is in the process of hiring a Developer for the Lee Project and the funds drawn in error will be applied to this project.

Person Responsible:

Executive Director
423-245-0135

Anticipated Completion Date:

December 31, 2025

Signature

Director of Finance
Title

9/17/2025
Date

Kingsport Housing & Redevelopment Authority shall not discriminate because of race, color, sex, religion, familial status, disability, handicap or national origin in the leasing, rental or other disposition of housing.

Status: Submitted

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **Paul Montgomery** (*Official's Name*), the **Mayor of Kingsport** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **TN006 - Kingsport Housing and Redevelopment Authority** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Kingsport
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The State of Tennessee Consolidated Plan key goals provide for the development of decent housing, the development of suitable living environments, the expansion of economic opportunities, and the improvement of the effectiveness of programs. This is consistent with KHRA's mission to transform and empower our communities and help Tennesseans build communities of opportunity.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Paul Montgomery**	Title: **Mayor of Kingsport**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: TN006 - Kingsport Housing and Redevelopment Authority form HUD-50077-SL (Form ID - 6026) printed by Casey Begley in HUD Secure Systems/Public Housing Portal at 06/05/2026 12:17PM EST

Certifications of Compliance with PHA Plan and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 04/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
    i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregat[illegible]tterns with truly integrated and balanced living

patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

8. For PHA Plans that include a policy for site-based waiting lists:
    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
    - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
    - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
    - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
    - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plans and will continue to be made available at least at the primary

business office of the PHA and, where possible, should be made available for public inspection in an electronic format.

22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Kingsport Housing and Redevelopment Authority	**TN006**
PHA Name	PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 20**26**

_ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: **MR Terry Cunningham**		Name of Board Chairman: **John Gregory Perdue Jr.**	
Signature:	Date:	Signature:	Date:

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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Form identification: *TN006-Kingsport Housing and Redevelopment Authority form HUD-50077-ST-HCV-HP (Form ID -2629) for CY 2026 printed by Casey Begley in HUD Secure Systems/Public Housing Portal at 06/05/2026 12:23PM EST*

Exhibit B.3 KHRA Progress Report

This includes a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

1.) Performance Excellence:

SEMAP:

KHRA is working toward achieving High Performer Status. The PHA is rated as a Standard Performer with a SEMAP score of 78 for fiscal year ended 3/31/2025. KHRA implemented personnel changes in the 2024 plan year to abate the unawarded points from previous SEMAP submissions. Missed opportunities in the 2025 submission:

- INDICATOR 3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)
  - KHRA scored 15 of 20 possible points.
- INDICATOR 6 HQS Enforcement (24 CFR 982.404)
  - KHRA scored 0 of 5 possible points.
- INDICATOR 9 Timely Annual Reexaminations (24 CFR 5.617)
  - KHRA scored 5 of 10 possible points.
- INDICATOR 12 Annual HQS Inspections (24 CFR 982.405(a))
  - KHRA scored 0 of 10 possible points.

Improvements in any of the aforementioned Performance Indicators would bring KHRA's overall performance rating within range of High Performer Status. KHRA has partially addressed the above deficiencies as detailed in the 2024 Financial Audit: KHRA has hired a full-time Inspector; therefore, the Housing Authority will be performing follow-up inspections in a timely manner. KHRA anticipates the backlog of biennial inspections will be fully remediated within the 2025 fiscal year to obtain the goal of high performer status with the 2026 SEMAP submission.

Additionally, KHRA has increased the number of staff persons with HQS inspection certifications to remediate past due inspections. Staff efforts to document core processes of inspections are ongoing which will ensure abatements are processed in a timely manner. Furthermore, in the event of a future vacancy, KHRA can bolster inspection operations with existing staff so as not to lose SEMAP indicator points in inspection categories.

Financial Management:

- Internal controls have been audited and updated regularly in accordance with the auditing standards generally accepted in the United States of America and the standards

Kingsport Housing & Redevelopment Authority shall not discrim[illegible]race, color, sex, religion, familial status, disability, handicap, national origin sexual orientation or gender identity in the leasing, rental or othe[illegible]ousing.

applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

- The KHRA Procurement Policy complies with the Annual Contributions Contract (ACC) between The United States Department of Housing and Urban Development (HUD) and the Kingsport Housing and Redevelopment Authority (KHRA) and *Federal Regulations 2 CFR 200.317-326*, the procurement standards of the Procurement Handbook for PHAs, HUD Handbook 7460.8, Revision 2, and applicable state and local laws. The most recent updates to the KHRA Procurement Policy were adopted with Board Resolution 2024-50 as amended by House Bill 2090, adopted by the House as Amendment #1 on March 14, 2024.
- The Financial Statements & Independent Auditors' Report Schedule of Findings for the year ended March 31, 2025 yielded one significant deficiency. The PHA has established proper CFP procedures to ensure proper handling of CFP draw downs so that repeat findings do not occur.
- KHRA continues to produce balanced financial reporting to the board through monthly meetings

2.) Employee Organizational Update

The Authority continually employs hiring methods and selection recommendations to be made objectively with absolute impartiality, absent of bias, and in accordance with the principles of equal opportunity.

3.) Safety and Security

The Authority continues to work cooperatively with Kingsport Police Department, Kingsport Fire Department, and Tennessee Highway Patrol to ensure Disaster Preparedness and provide a safe and healthy environment for residents and employees. KHRA participates annually in TOSHA Public Sector inspections. KHRA works cooperatively with the designated Occupational Safety Specialist to abate any safety violations and create a safe environment in which employees work.

Security measures beginning in 2022 are ongoing. KHRA has increased inventory of the Verkada security cameras that have been a vital source of crime prevention in our neighborhoods. The growing inventory of cameras placed across KHRA's sites as well as the administrative building have increased safety measures for residents and staff alike. The MOU drafted and implemented by KHRA staff in cooperation with City of Kingsport and the Kingsport Police Department is still in place and allows for the sharing of live feed and footage with the City of Kingsport Police Department. This measure bolsters the safety and security of KHRA property and promotes general welfare by sharing information, sharing and enforcing a no-trespass list, and other aid. The MOU sets forth the terms by which the City may use this access, and the agreement was entered into in May 2023. As a proactive step toward NSPIRE changes for the upcoming fiscal year, KHRA has upgraded its entire housing inventory with GFCI compliant electrical

standards on applicable outlets and breakers. KHRA has purchased additional inventory of smoke detectors and will replace all units within KHRA managed sites with a ten-year sealed battery to be fully compliant with NSPIRE inspections within KHRA-managed properties by the required implementation date.

4.) Fair Housing

KHRA has provided Fair Housing and Anti-Harassment trainings on an annual basis to ensure compliance and in accordance with governing law. Fair Housing Training for all staff was completed on October 21, 2025, provided by Mark Hanor of Hanor Law Firm. Residents are informed of Fair Housing Rights at briefings, lease signings, and annual recertification.

5.) Supportive Services

KHRA has sought and marketed positions that include Title 3 hires and VISTA AmeriCorps positions. The supportive services offered through KHRA including FSS, HOPWA, CoC, etc. have grown and now include additional supportive services in the form of the Financial Opportunity Center and the Digital Navigator Services.

Increased efforts to end homelessness have been secured through multiple ESG awards layered with CDBG funds to create and hire a staff position for the position of Street Outreach Coordinator. KHRA was also awarded a Housing Success Program grant from Fahe and Ballad Health in 2024.

KHRA works collaboratively with the local Boys & Girls Club and the YMCA. Additionally, KHRA partners with faith-based and non-profit partners for community involvement (Carpenter's Helpers, Upper East Tennessee Human Development Agency, First Tennessee Human Resource Agency, Freeway Ministries, Tennessee's Community Assistance Corporation, etc.)

6.) Leveraging Additional Funding

KHRA secured a developer during the 2025 fiscal year to pursue a LIHTC application for the former Robert E. Lee site for the 2026 round with Knight Development. KHRA's plans of submitting a 9% LIHTC application will satisfying the one-for-one replacement of 128 units with phase one construction plans of 55 units. The future site of the Grove at PoplarDale will be located at 607 Dale Street in Kingsport, Tennessee. In prior plan years, KHRA secured grant funding from TDMHSAS in the form of the Creating Affordable Housing (CAH) grant and THDA's Creating Homes Initiative-2 (CHI-2) grants to rehab/build additional affordable housing for tenants who are suffering from mental illness and recovering from opioid/opioid derivative addiction.

KHRA's nonprofit arm has experienced enormous success in securing new grant funding. Gap funding in the amount of $205,000 was secured from THDA allowing the new construction build of the previously-awarded, $500,000, CHI-2, sober living, group home to achieve zero debt service. $545,000 was awarded by THDA for a first-time, HOME-ARP

Kingsport Housing & Redevelopment Authority shall not discrim[illegible]race, color, sex, religion, familial status, disability, handicap, national origin sexual orientation or gender identity in the leasing, rental or othe[illegible]ousing.

Supportive Services Grant that covers a broad range of services including food, childcare and car repair. GKAD was initially awarded $300,000 from THDA for Eviction Prevention under the ERA-EPP 2023 program and later was contacted to receive additional funding of $220,000. Additionally, grants in the amounts of $134,675 and $142,325 from Tennessee Department of Mental Health and Substance Abuse Services for the rehabilitation of blighted housing to serve clients with a mental health and/or cooccurring substance abuse diagnoses were awarded. $6,000 for CDBG 2024 activities from the City of Kingsport were also awarded to GKAD, and many of these grants were written to substantially rehabilitate blighted housing serving low-income members of our community, cover existing administrative costs, and create new positions within the Authority.

In 2022, GKAD was awarded the National Housing Trust Fund (NHTF) grant to develop 12 one-bedroom units where all units will be set aside for extremely low-income individuals whose income does not exceed 30% of the area median income, to be reserved as housing for the elderly, which means individuals sixty-two (62) years of age or older. In 2023, GKAD increased the funding dedicated to these units with an additional $449,496.95 from NHTF, $500,000 through the TN ARPA program and $539,478.05 from the Federal Home Loan Bank Affordable Housing Program of Cincinnati. These additional funds will enable the property to achieve zero debt service. The project's completion is set for spring 2026.

GKAD annually pursues the Emergency Solutions Grant through THDA and in 2023 – 2024 was awarded $98,894 for Rapid Rehousing activities and $66,000 for Street Outreach. These funds have allowed the agency to help alleviate rent and utility cost burdens to literally homeless individuals as well as provide for the needs of individuals and families living on the street.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Apply and Receive the Assistance to Firefighters Grant (AFG) through the U.S. Fire Administration of the Federal Emergency Management Administration (FEMA) Department of Homeland Security.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-189-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Fire Chief, Jerry DeBerry
First Reading:	N/A	Presentation By:	Fire Chief, Jerry DeBerry

Strategic Focus Area: Safe and Welcoming Community

Recommendation:
Approve the Resolution

Executive Summary:
The Kingsport Fire Department respectfully requests funding through the FEMA Assistance to Firefighters Grant (AFG) Program in the amount of **$430,000** to purchase and equip a **Mini-Pumper/Quick Response Vehicle (QRV)**. This specialized apparatus will enhance emergency response capabilities in areas of the City of Kingsport that are difficult or impossible for traditional fire apparatus to access.

The proposed QRV will provide rapid response to a variety of emergencies, including parking garage incidents, brush and wildland fires, Basic Life Support (BLS) and Advanced Life Support (ALS) medical emergencies, and other incidents requiring immediate intervention in restricted-access environments. The vehicle and associated equipment will improve response times, increase operational effectiveness, and enhance firefighter and public safety throughout the community.

Award of this grant at the **90% federal / 10% local cost-share** level would significantly reduce the financial burden on the City of Kingsport while providing a critical public safety resource. The AFG investment would allow the department to obtain specialized equipment that would otherwise be difficult to fund through local resources alone, ensuring continued delivery of efficient, effective, and community-focused emergency services.

The Kingsport Fire Department is committed to providing service excellence and protecting the lives, property, and environment of our citizens. Funding for this project will directly support that mission by expanding emergency response capabilities and improving access to underserved and hard-to-reach areas within our community.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ASSISTANCE TO FIREFIGHTER'S GRANT THROUGH THE UNITED STATES FEDERAL ADMINISTRATION OF THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION, DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the city, through Kingsport Fire Department, would like to apply for an Assistance to Firefighter's Grant through the United States Federal Emergency Administration (FEMA), through the Department of Homeland Security in the amount of $430,000.00; and

WHEREAS, the Assistance to Firefighter's Grant is available to assist firefighters and other first responders obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards; and

WHEREAS, if awarded, the grant funds will be used to purchase a Mini-Pumper/Quick Response Vehicle (QRV), which is a specialized apparatus that will enhance emergency response capabilities in areas of the city that are difficult or impossible for traditional fire apparatus to access; and

WHEREAS, there is a local match of 10%, and funding is available in account number:110-3501-451-3022.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Assistance to Firefighter's Grant through the United States Federal Emergency Administration (FEMA), through the Department of Homeland Security in the amount of $430,000.00 for the Kingsport Fire Department.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 16th day of June, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY


F-550
POWER STROKE
BUCKSTOP

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Apply and Receive the Assistance to Firefighters Grant (AFG) through the U.S. Fire Administration of the Federal Emergency Management Administration (FEMA) Department of Homeland Security

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-190-2026	Final Adoption:	June 16, 2026
Work Session:	June 15, 2026	Staff Work By:	Fire Chief, Jerry DeBerry
First Reading:	N/A	Presentation By:	Fire Chief, Jerry DeBerry

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
The Kingsport Fire Department requests approval to apply for the FEMA Assistance to Firefighters Grant (AFG) under the Operations and Safety category to upgrade and replace exhaust removal systems at four fire stations. The total project cost is **$175,000**, with the grant funded through a **90% federal and 10% local cost-share match**.

The replacement of these station exhaust systems aligns with recommendations identified during the department's recent Accreditation site visit and supports Kingsport Fire Department's ongoing commitment to firefighter health, safety, and cancer prevention initiatives. Modern exhaust capture systems are critical in reducing firefighters' exposure to harmful diesel exhaust contaminants and other carcinogens within fire station environments.

If awarded, this grant will provide a cost-effective opportunity to improve workplace safety, reduce long-term health risks, and enhance compliance with industry best practices. The project represents a significant investment in the well-being of Kingsport Fire Department personnel and demonstrates the City's continued commitment to providing a safe and healthy work environment for its first responders.

Attachments:
1. Resolution

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ASSISTANCE TO FIREFIGHTER'S GRANT THROUGH THE UNITED STATES FEDERAL ADMINISTRATION OF THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION, DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the city, through Kingsport Fire Department, would like to apply for a Fire Prevention and Safety Grant as part of the Assistance to Firefighter's Grant program through the United States Federal Emergency Administration (FEMA), through the Department of Homeland Security in the amount of 175,000.00; and

WHEREAS, the Fire Prevention and Safety Grants support projects that enhance the safety of the public and firefighters from fire and related hazards; and

WHEREAS, if awarded, the grant funds will be used to upgrade and replace exhaust removal systems at four fire stations as potential hazards identified during the department's recent accreditation site visit and to further support Kingsport Fire Department's ongoing commitment to firefighter health, safety, and cancer prevention initatives; and

WHEREAS, there is a local match of 10%, and funding is available in account number: 110-3501-451-3022.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Fire Prevention and Safety Grant as part of the Assistance to Firefighter's Grant program through the United States Federal Emergency Administration (FEMA), through the Department of Homeland Security in the amount of $175,000.00 for the Kingsport Fire Department.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 16th day of June, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with S&W Services for the Repair of High Service Pump No. 2

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-185-2026	Final Adoption:	June 2, 2026
Work Session:	June 1, 2026	Staff Work By:	Niki Ensor
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: Efficient and Responsive Government

Recommendation:
Approve the resolution.

Executive Summary:
Approval of the resolution ratifies the emergency procurement of contractual services with S&W Services in the amount of $103,950.00 for the repair of the number 2 high service pump at the water treatment plant.

In accordance with City Code Section 2-605, authorization is provided for purchases necessary to address apparent or actual emergency situations affecting the immediate health, safety, and general welfare of the City.

On March 17, 2026, Water Treatment Plant staff identified critical operational issues with High Service Pump No. 2, indicating substantial mechanical damage. At the time High Service Pump No. 2 was removed from service, High Service #3 motor locked up, leaving only two operating pumps, posing an immediate threat to the reliable operation of the water treatment and distribution system, requiring the emergency repair.

Funds are available in O&M Budget 411-5003-501-9004

Attachments:
1. Resolution
2. Emergency Repair Memo
3. S&W Proposal

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE APPROVING AN EMERGENCY REPAIR CONTRACT WITH S&W SERVICES, INC., FOR THE REPAIR OF HIGH SERVICE PUMP NO. 2, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in March of 2026, Water Treatment Plant Staff identified a critical operational issue involving High Service Pump No. 2, indicating a serious mechanical issue resulting in an immediate threat to the reliable operation of the water treatment and distribution system; and

WHEREAS, at the time High Service Pump No. 2 was removed from service, High Service #3 motor locked up, leaving only two operating pumps, posing an immediate threat to the reliable operation of the water treatment and distribution system resulting in an apparent emergency situation affecting the immediate health, safety, and general welfare of the city; and

WHEREAS, Section 2-605 of the Kingsport Code of Ordinances authorizes purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the city; and

WHEREAS, this resolution ratifies the emergency procurement of contractual services with S&W Services, Inc., in the amount of $103,950.00 for the repair of the number 2 high service pump at the water treatment plant; and

WHEREAS, funds are available in O&M Budget 412-5003-501-9004.

Now therefore,

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

SECTION I. That the emergency procurement of contractual services with S&W Services, Inc., in the amount of $103,950.00 for the repair of the number 2 high service pump at the water treatment plant is ratified, including the execution of the same by Mayor Paul W. Montgomery.

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, any and all documents required for the emergency procurement of contractual services with S&W Services, Inc. in the amount of $103,950.00 for the repair of the number 2 high service pump at the water treatment plant ,to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

]

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

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

ADOPTED this the 16th day of June, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Memo

To: Chris McCartt, City Manager
From: Niki Ensor, Utilities Director
Date: May 26, 2026
Re: Water Plant High Service Pump #2 Repair

This memorandum serves as justification for the emergency repair of High Service Pump No. 2 at the Kingsport Water Treatment Plant.

On March 17, 2026, plant staff identified a critical operational issue involving High Service Pump No. 2 after observing an approximate reduction in flow output of 2,000 gallons per minute (GPM) prior to removing the unit from service for inspection and evaluation. In addition to the reduced flow, staff also observed a visible and abnormal level of vibration when the pump was operating at or near full speed. These conditions indicated a serious mechanical issue and created an immediate threat to the reliable operation of the water treatment and distribution system, requiring immediate corrective action to maintain continuous service.

At the time High Service Pump No. 2 was removed from service, High Service #3 motor locked up. Leaving the plant with only two operating pumps - #1 and #4. Plant maintenance swapped motor #2 to pump #3 to put a 3rd pump back in operation. However, the installation of High Service Pump No. 4 had only recently been completed and the unit had not yet been operated extensively under normal plant operating conditions. Due to the limited operational history of this newly installed pump, maintaining reliable pumping capacity and system redundancy was a significant operational concern.

High Service Pump No. 2 is a critical component of the water system and is necessary for maintaining:

- Adequate distribution system pressure
- Reliable delivery of treated water to customers
- Fire protection capability throughout the distribution system
- Operational redundancy and system reliability
- Compliance with regulatory and operational requirements

The combination of significant flow reduction and visible vibration indicated a substantial mechanical or operational failure that risked catastrophic equipment damage, loss of pumping capability, operational instability, and possible interruption of water service. Continued operation under these conditions could have resulted in accelerated equipment failure and additional damage to the pump and associated system components. Delaying repairs until completion of normal procurement procedures would have significantly increased operational risk and repair costs.

620 West Industry Drive Kingsport, TN 37664 (423) 224-2487

Due to the urgent nature of the situation, system staff determined that immediate repair services is necessary to restore the pump to reliable operating condition and maintain uninterrupted system operations. S&W Services quote for repair work includes:

The total cost associated with this emergency repair is $103,950.00.

This emergency action is necessary and appropriate to protect public health and safety, maintain regulatory compliance, preserve system reliability, and minimize the risk of additional infrastructure damage or water service interruption.

City Code Section 2-605 authorizes purchases in and for apparent or actual emergencies affecting the immediate health, safety and general welfare of the City.

If you are in agreement with this recommendation, your signature of approval is needed for file documentation. Please feel free to contact me should you have any questions.

Approval

Ryan McReynolds, P.E., Deputy City Manager — Date: 5-27-26

Chris McCartt, MPA, City Manager — Date: 5/28/26

620 West Industry Drive Kingsport, TN 37664 (423) 224-2487

S.W. Services Inc

2100 Industrial Blvd
Bristol, TN 37620
(423) 354-0455

SWservices

Reliable. Effective. Convenient.

ESTIMATE

ADDRESS	SHIP TO	ESTIMATE	EST03262026
City of Kingsport	City of Kingsport		Kingsport
415 Broad Street	620 W Industry Drive	DATE	03/26/2026
Finance-Accounts Payable	Waste Water Treatment		
Kingsport, TN 37660	Kingsport, TN 37660		

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	5 Stage Water Lube Vertical Turbine Assembly Conditions: 7000 USGPM @ 270 FT, 1180 RPM, 83% Efficient, 574 BHP ~ 90" of Column *Discharge Head Assembly Section* • Rebuild Existing Discharge Head – Rebuild Existing Packing Box – High Pressure Packing Kit *Column Assembly Section* • 2 Pcs.- 16" x .375" Wall Flanged Steel Column Assembly • 1 Pcs.- 16" x 4.00" x .75" Weld-In Steel Bearing Spider(s) with Glide 400 Polymer Bearings • 2 Pcs.- 2.6875" 416SS Line Shaft Assembly *Vertical Bowl Assembly Section* • Model: 21IHH-5 Stage Open Line Shaft Bowl Assembly – 2.4375" Dia. 416SS Bowl Shaft with 8.00" x 2.4375" -10 TPI Dia. W/L Projection – No Discharge Case - Bowl Flanged Directly To Column – Ductile Iron Bowls with 304SS Impellers and Glide 400 Polymer Bearings –* Keyed Impellers * – Bell Ductile Iron Suction Case with Glide 400 Polymer Bearing – 18-8SS Fasteners 8-9 week lead time **Shipping to be added** **Notes: Pump will be transported in sections, and will need to be assembled during installation**	103,950.00	103,950.00

Please remit payment to SW Services either by check or ACH. Bank services charge will be added for MasterCard, Visa or American Express.
We appreciate the opportunity to earn your business. Estimate valid for 30 days.

Any equipment for repair will be disposed of after 60 days if Estimate is not approved. It is the customer's responsibility to notify S.W. Services otherwise.

SUBTOTAL	103,950.00
TAX	0.00
TOTAL	**$103,950.00**

Pending payment method, applicable card processing fees will be added to the invoice total. All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, the other remedies, Buyer agrees to pay Seller all costs of collection, including reasc fees.

Item XI4.

Accepted By

Accepted Date

Pending payment method, applicable card processing fees will be added to the invoice total. All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, the other remedies, Buyer agrees to pay Seller all costs of collection, including reasc fees.

Item XI4.