



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, February 06, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Jack Edwards, United Methodist Church, Retired

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Proclamation - Black History Month (Mayor Shull)
2. KOSBE Award Recipients (Alderman Montgomery)
3. Embroiderers' Guild of America - Donation to the Carousel (Alderman Phillips)

VI. APPOINTMENTS

- [1.](#) Appointments to the Bays Mountain Park Commission (AF-36-2024) (Mayor Shull)
- [2.](#) Appointments to the Community Development Advisory Committee (AF-37-2024) (Mayor Shull)
- [3.](#) Appointments to the Neighborhood Advisory Commission (AF-4-2024) (Mayor Shull)

VII. APPROVAL OF MINUTES

- [1.](#) January 16, 2024 - Work Session
- [2.](#) January 16, 2024 - Business Meeting

VIII. PUBLIC HEARINGS

- [1.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 061D, Group E, Parcel 023.10 located along N Eastman Road from the R-1C, Residential District, to the P-1, Professional Offices District. (AF-35-2024) (Ken Weems)

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.

IX. BUSINESS MATTERS REQUIRING FIRST READING

- [1.](#) Consideration of an Ordinance to Amend Chapter 22 Buildings and Building Regulations Article III Section 22-96 as it Relates to Adopted Codes (AF-6-2024) (Jessica Harmon)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-25-2024) (John Morris)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance to Appropriate the Additional Funds for the FTAAAD Grant Amendment (AF-13-2024) (Michael T. Borders)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Reject All Bids for the Sewer Vector Truck Dewatering Pad Project (AF-32-2024) (Ryan McReynolds)

- [2.](#) Consideration of a Resolution to Enter into an Agreement with Cintas for Rental Uniforms, Mats, and Mops Utilizing Omnia Partners Cooperative (AF-34-2024) (Chris McCartt, Ryan McReynolds)
- [3.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Various Fleet Maintenance Items (AF-38-2024) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Amend the Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy #12 (AF-29-2024) (Tyra Copas)
- [5.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 TDOT Capital Grant Matching Contract for the Purchase of Transit Vehicles (AF-18-2024) (Candace Sherer)
- [6.](#) Consideration of a Resolution to Enter into a Memorandum of Agreement Between the Federal Highway Administration and the Tennessee State Historic Preservation Officer for the Brickyard Park Bicycle-Pedestrian Bridge Over CSX Railroad at Centennial Park (AF-40-2024) (Ryan McReynolds)
- [7.](#) Consideration of a Resolution to Extend Availability of 12 Month Payment Arrangements for Utility Customers Who Accumulated Delinquent Balances (AF-46-2024) (Lisa Winkle)
- [8.](#) Consideration of a Resolution to Enter into an Engineering Contract with Barge Design Solutions for Stormwater Asset Mapping and Data Collection (AF-47-2024) (Ryan McReynolds)
- [9.](#) Consideration of a Resolution to Enter into an Agreement with Hydromax USA for the Water Valve Assessment Program Project (AF-44-2024) (Ryan McReynolds)
- [10.](#) Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 5 of the City Charter (AF-20-2024) (Mayor Shull)
- [11.](#) Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 2 of the City Charter (AF-21-2024) (Mayor Shull)

XII. CONSENT AGENDA

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

- [1.](#) Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF-45-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution to Renew the Lease with the Model City Makerspace (AF-41-2024) (Michael T. Borders)
- [3.](#) Consideration of a Resolution Accepting the Donation of “Ashanti: A Carousel Zebra” to the Kingsport Carousel from the Bays Mountain Chapter of Embroiderers’ Guild of America (AF-39-2024) (Michael Borders)
- [4.](#) Consideration of a Resolution Authorizing the Mayor to Sign the Licensing Agreement to Host the American Red Cross Instructor Trainer Academies for the City of Kingsport, Kingsport Aquatic Center (AF-42-2024) (Michael Borders)

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XIV. ADJOURN



AGENDA ACTION FORM

Appointments to the Bays Mountain Park Commission

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

Action Form No.: AF-36-2024
 Work Session: February 5, 2024
 First Reading: N/A
 Final Adoption: February 6, 2024
 Staff Work By: Megan Krager
 Presentation By: Mayor Shull

Recommendation:

Approve the reappointments.

Executive Summary:

It is recommended to reappoint Jeremiah Lounds and Mary Steadman to the Bays Mountain Park Commission

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

The commission is comprised of eight members; at least five residents of the City of Kingsport and one Sullivan County Commissioner. Terms are three years with no term limit.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Steve Kilgore	1/31/24	Fulfilling unexpired term	KPT Resident
Mary Steadman	1/31/24	4	At-large
Jeremiah Lounds	1/31/24	1	KPT Resident
Russ Brogden	7/31/24	3	KPT Resident
Robin Kerkhoff	7/31/24	4	KPT Resident
Woody Reeves	7/31/24	2	KPT Resident
Colette George	7/31/24	1	KPT Resident
Achie Pierce	Term of Ofc.	N/A	County Commission Rep.

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Steve Kilgore	1/31/24	Fulfilling unexpired term	KPT Resident
Mary Steadman	1/31/27	5	At-large
Jeremiah Lounds	1/31/27	2	KPT Resident
Russ Brogden	7/31/24	3	KPT Resident
Robin Kerkhoff	7/31/24	4	KPT Resident
Woody Reeves	7/31/24	2	KPT Resident
Colette George	7/31/24	1	KPT Resident
Achie Pierce	Term of Ofc.	N/A	County Commission Rep.

Attachments:

None

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

Item VI1.



AGENDA ACTION FORM

Appointments to the Community Development Advisory Committee

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

Action Form No.: AF-37-2024
 Work Session: February 5, 2024
 First Reading: N/A
 Final Adoption: February 6, 2024
 Staff Work By: Michael Price
 Presentation By: Mayor Shull

Recommendation:

Approve the reappointments.

Executive Summary:

It is recommended to reappoint the following for a second term to the Community Development Advisory Committee:

- Morris Baker, Goodwill Industries
- Seth Jervis – Century 21 Legacy
- René Mann – First TN Development District

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

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

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Morris Baker	11/30/23	1	At-large
Seth Jervis	11/30/23	1	KHRA Rep.
René Mann	11/30/23	1	FTDD Rep.
Chris Harpster	11/30/25	1	Faith-based Rep.
Dorothy Dobbins	11/30/25	2	At-large

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

Attachments:

None

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

Item VI2.



AGENDA ACTION FORM

Appointments to the Neighborhood Advisory Commission

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-4-2024

Work Session: February 5, 2024

First Reading: N/A

Final Adoption: February 6, 2024

Staff Work By: Adrienne Batara

Presentation By: Mayor Shull

Recommendation: Approve the appointments.

Executive Summary: It is recommended to appoint the following to the Neighborhood Advisory Commission:

- Brad Ollis – to a three-year term
- Morgan Hogate – to fulfill an unexpired term through December 31, 2025
- Josh Coffey – to fulfill an unexpired term through December 31, 2024

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

The commission is comprised of twelve members who are residents of and represent all areas of the City of Kingsport. Terms are three years with members serving no more than two consecutive terms.

Current Commission:			
Member	Term Expires	No. of Terms	Area Member Resides
Anitra Little	12/31/26	2	Midtown
Alanna Leonberg	12/31/26	2	Allandale
Laurie Christopher	12/31/25	1	Preston Forrest
Sandy Larkin	12/31/25	1	Lynn Garden
Amy Provance	12/31/25	1	Fairacres
Ryan Shipley	12/31/25	1	Edinburgh
Jerry Woods	12/31/23	Fulfilling unexpired term	Bloomingtondale
Eddie Grills	12/31/26	1	Fairacres
Christie Gott	12/31/24	1	Amersham
Tiffany Hickman	12/31/24	1	Midtown
Theresa Ann Fanning	12/31/24	1	Preston Woods
Christy McMakin	12/31/24	Fulfilling unexpired term	Green Acres

Recommended Commission:			
Member	Term Expires	No. of Terms	Area Member Resides
Anitra Little	12/31/26	2	Midtown
Alanna Leonberg	12/31/26	2	Allandale
Laurie Christopher	12/31/25	1	Preston Forrest
Morgan Hogate	12/31/25	Fulfilling unexpired term	Rock Springs
Amy Provance	12/31/25	1	Fairacres
Ryan Shipley	12/31/25	1	Edinburgh
Brad Ollis	12/31/26	1	Rock Springs
Eddie Grills	12/31/26	1	Fairacres
Christie Gott	12/31/24	1	Amersham
Tiffany Hickman	12/31/24	1	Midtown
Theresa Ann Fanning	12/31/24	1	Preston Woods
Josh Coffey	12/31/24	Fulfilling unexpired term	Green Acres

Attachments:

1. Brad Ollis Bio
2. Morgan Hogate Bio
3. Josh Coffey Bio

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

Item VI3.

ServeKingsport

Thank you for your interest in serving Kingsport and helping to improve our community.

This form will be used to create a database of citizens interested in serving Kingsport. You must be a Kingsport resident within city limits to participate. If there is a specific commission you're interested in serving with, please indicate so on the form. The completion of the form is not a guarantee of an appointment. Even if you do not receive an immediate appointment, your name will remain on the list for future commission openings.

Email *

zbgo1@hotmail.com

Name *

Brad Ollis

Address *

Please list your street address, city/state and zip code.

3913 LEAF PT

Phone number *

Please list a number where we'll be able to reach you to discuss serving on a board or commission.

4238331932

Why would you like to serve the city? *

I am a proud citizen of Kingsport who spent many years promoting and prioritizing my patronage of services in Kingsport. I would like to be part of anything to continue to shape our great city.

Do you have any previous volunteer experience? If so, please describe it. *

Rotary International, American Red Cross.

Which of the following skills would you say are your strongest? *

- Organization
- Communication
- Planning
- Writing
- Strategy
- Budgeting
- Consensus Building
- Other: _____

Please select your top three commission interests. *

You may choose more than three. Please note that you will only be contacted about serving on commissions you have indicated your interest in.

- Bays Mountain Park Commission
- Beverage Board
- Board of Zoning & Appeals
- Cattails Golf Course Management
- Construction Board of Adjustments and Appeals
- Demolition by Neglect Committee
- Emergency Communications District / E-911 Board
- Employee Dependent Scholarship Program
- Foreign Trade Zone Commission
- Gateway Review Commission
- Historic Zoning Commission
- Kingsport Higher Education
- Kingsport Housing & Redevelopment Authority
- Kingsport Public Library Commission
- MeadowView Conf. Resort & Convention Ctr. Advisory Committee
- Neighborhood Commission
- Parks and Recreation Advisory Committee
- PETWorks
- Public Art Committee
- Regional Planning Committee
- Senior Center Advisory Council
- Tree Advisory Board
- Visitor Enhancement Program Board

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Email *

mdrake165@yahoo.com

Name *

Morgan Hogate

Address *

Please list your street address, city/state and zip code.

401 Hidden Acres Road Kingsport, TN 37664

Phone number *

Please list a number where we'll be able to reach you to discuss serving on a board or commission.

6195870454

Why would you like to serve the city? *

I would like to help the city become an even greater place to live.

Do you have any previous volunteer experience? If so, please describe it. *

I have worked with dog rescue organizations and animal shelters. I have volunteered with Special Olympics.

Which of the following skills would you say are your strongest? *

- Organization
- Communication
- Planning
- Writing
- Strategy
- Budgeting
- Consensus Building
- Other: _____

Please select your top three commission interests. *

You may choose more than three. Please note that you will only be contacted about serving on commissions you have indicated your interest in.

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- Cattails Golf Course Management
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- Demolition by Neglect Committee
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Email *

Jcoffey64@Yahoo.com

Name *

Josh Coffey

Address *

Please list your street address, city/state and zip code.

2212 Sherwood Road, Kingsport Tennessee 37664

Phone number *

Please list a number where we'll be able to reach you to discuss serving on a board or commission.

423-258-2860

Why would you like to serve the city? *

I am not a native of Kingsport. I moved to Kingsport 10 years ago and to say that the people of this City have taken care of me is an understatement. I want to give back to the people who have done so much for me. My passion is helping people. Serving on this commission is a way for me to help make people's lives better even in a small way.

Do you have any previous volunteer experience? If so, please describe it. *

I have been a member of the PEAK Council for over a year. I am also a member of the Leadership Kingsport Class of 2024. I have worked with United Way and Healthy Kingsport on various projects as well.

Which of the following skills would you say are your strongest? *

Organization

Communication

Planning

Writing

Strategy

Budgeting

Consensus Building

Other: _____

Please select your top three commission interests. *

You may choose more than three. Please note that you will only be contacted about serving on commissions you have indicated your interest in.

- Bays Mountain Park Commission
- Beverage Board
- Board of Zoning & Appeals
- Cattails Golf Course Management
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- Public Art Committee
- Regional Planning Committee
- Senior Center Advisory Council
- Tree Advisory Board
- Visitor Enhancement Program Board

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Item VI3.



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, January 16, 2024 at 4:00 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

I. CALL TO ORDER 4:00 pm by Mayor Shull.

II. ROLL CALL by City Clerk/Deputy City Recorder Angie Marshall.

Deputy City Manager McReynolds gave an update on the recent weather and the efforts the city has made over the weekend, including the timeline to clear the roads and keep them clean. Police Chief Phipps and Fire Chief Boyd also provided an update regarding public safety. Public Works Manager Michael Thompson discussed the changes to the garbage collection in response to the weather as well, and advised residents to keep their garbage out until it is picked up.

III. DISCUSSION ITEMS

1. FY 23 Audit Presentation - Lisa Winkle

David Elkins with Brown Edwards presented this item in lieu of Lisa Winkle who wasn't able to attend due to the weather. He pointed out the GFOA Certificate of Excellence - which relates to last year's audit - is the 23rd year in a row of the City receiving it. Mr. Elkins summarized the independent auditor's report, stating the audit received an unmodified, clean opinion which is what the city strives to get. He highlighted certain items throughout the audit report and answered questions from the board. Some discussion ensued.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the January 16, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, January 16, 2024 at 4:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Item XI. 11. Consideration of a Resolution Approving a Financial Contribution if Needed to the Industrial Development Board of the City of Kingsport Relative to the Kingsport Pavilion Redevelopment and Improvements (AF-27-2024) Steven Bower introduced a representative from Dry Creek Partners who purchased the center, noting they were making improvements and working to build the number of stores back up, including a new anchor store that would bring significant revenue to the city. Alderman Philips stated his appreciation for the investment and filling the property back up.

Item XI.5 Consideration of a Resolution to Ratify the Mayor's Signature on TNDECD CCF Grant Application (AF-14-2024) Shirley Buchanan gave information on this three-year grant, pointing out West End Home Foundation will provide the match. The funds will go to update the computer lab and allow virtual programming to be spread among other facilities as well. They will also be providing telehealth education to seniors.

Item XI.6 Consideration of a Resolution to Enter into a Preliminary Engineering Agreement with CSX Transportation, Inc. (CSXT) for the Brickyard Park Pedestrian Bridge Project Authorizing the Mayor to Sign All Applicable Documents (AF-19-2024) Public Works Director Michael Thompson provided details about this item and answered questions from the board, noting the turnaround is relatively quick. He also pointed out 70% is reimbursable.

Item XI.7 Consideration of a Resolution to Ratify the Mayor's Signature on the CDBG-CV Childcare Creation Program Application (AF-22-2024) Assistant City Manager Jessica Harmon explained this grant program, noting it is a partnership to set up a childcare facility and provided the demographics. She noted UETHDA will be the primary facilitator of the program and the city is merely a pass through for the funding.

Item XI.8 Consideration of a Resolution to Approve Amendment 3 to the Professional Services Contract with Thompson and Litton for the Dome Project (AF-15-2024) Deputy City Manager McReynolds stated this cleaned up the amendments and did not change dollar amounts.

Item XI.9 Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 5 of the City Charter (AF-20-2024) City Attorney Rowlett provided information on this item, noting Kingsport is different regarding compensation for the board in that a specific amount is stated in the charter and hasn't been changed since 1989. This change would align Kingsport with surrounding jurisdictions, making it a part of the budget process. He further explained the process for this change to take place. Some discussion followed.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, January 16, 2024 at 4:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Item XI.10 Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 2 of the City Charter (AF-21-2024) Mr. Rowlett gave details on this item and provided a history of the Mayor's role. This resolution would change the mayor's term to a four year term in the August 2026 election. He pointed out it would have to be ratified through a referendum by a vote in the next election or a two-thirds vote by the board. There was considerable discussion. The mayor commented he preferred the referendum stating it is inherently unfair that the mayor only has a two year term, and the aldermen terms are four years. Alderman Duncan mentioned it was an issue of balance. Alderman Cooper and Vice-Mayor George also commented. The Mayor asked the Deputy City Manager to pull this item and the previous item until the first meeting in February.

Item XII.9 Consideration of a Resolution to Approve a Donation to the Hawkins County Sheriff's Office (AF-30-2024) Chief Phipps explained the city received a grant to upgrade our equipment and reached out to Hawkins County to see if they would be interested. He noted these items can only be sold to another agency so Gov.Deals was not an option.

V. ITEMS OF INTEREST

1. Sales Tax Report

Deputy City Manager McReynolds commented that sales tax is plateauing, and they are keeping a close tab on revenues and expenses. He commented we are looking forward to seeing the December numbers come in.

2. Projects Status Report

Mr. McReynolds commented on the progress being made on the Dome, the Farmers Market and Main Street.

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:26 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, January 16, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** Landrie Phillips and Alderman Phillips.
- III. **INVOCATION** led by Alderman Duncan.
- IV. **ROLL CALL** by City Clerk/Deputy City Recorder Angie Marshall.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **KOSBE Award Recipients** (Alderman Montgomery) Postponed.
- VI. **APPOINTMENTS** None.
- VII. **APPROVAL OF MINUTES** (*These items are approved under one motion.*)

Motion made by Alderman Olterman, Seconded by Alderman Cooper.
Passed: All present voting "aye."

 1. **December 18, 2023 - Work Session**
 2. **December 19, 2023 - Business Meeting**
- VIII. **PUBLIC HEARINGS** None.

COMMENT

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

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, January 16, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IX. BUSINESS MATTERS REQUIRING FIRST READING

- 1. Consideration of a Resolution to Approve the FTAAAD Grant Amendment and Ordinance to Appropriate the Additional Funds (AF-13-2024) (Michael Borders)**

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

RESOLUTION NO. 2024-154 A RESOLUTION APPROVING AN AMENDMENT TO THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2023–2024 FOR THE KINGSPORT SENIOR CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

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

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

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets (AF-387-2023) (David Frye)**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

ORDINANCE NO. 7134 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

XI. OTHER BUSINESS

- 1. Consideration of a Resolution Renewing the Award for Generator Services (AF-8-2024) (Ryan McReynolds)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, January 16, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-155 A RESOLUTION RENEWING THE AWARD OF BID FOR GENERATOR SERVICES TO NIXON POWER SERVICES AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

Passed: All present voting "aye."

- 2. Consideration of a Resolution to Amend CDM Smith Agreement for Wastewater Treatment Plant Electrical Improvements - Motor Control Center (MCC) 6 Replacement Project (AF-2-2024) (Ryan McReynolds)**

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-156 A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CDM SMITH FOR WASTEWATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS-MOTOR CONTROL CENTER SIX REPLACEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing Changes to the MOU with Camelot Care Centers and Authorizing the Mayor to Execute All Necessary Documents (AF-7-2024) (David Frye)**

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

RESOLUTION NO. 2024-157 A RESOLUTION APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Apply for and Receive an Apprenticeship Grant from the First Tennessee Development District (AF-16-2024) (Tyra Copas)**

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

RESOLUTION NO. 2024-158 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN

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AMERICAN APPRENTICESHIP INITIATIVE PROGRAM GRANT FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Ratify the Mayor's Signature on TNDECD CCF Grant Application (AF-14-2024) (Michael Borders)**

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

RESOLUTION NO. 2024-159 A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A CONNECTIVE COMMUNITY GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR THE KINGSPORT SENIOR CENTER

Passed: All present voting "aye."

- 6. Consideration of a Resolution to Enter into a Preliminary Engineering Agreement with CSX Transportation, Inc. (CSXT) for the Brickyard Park Pedestrian Bridge Project Authorizing the Mayor to Sign All Applicable Documents (AF-19-2024) (Ryan McReynolds)**

Motion made by Alderman Olterman, Seconded by Alderman Phillips.

RESOLUTION NO. 2024-160 A RESOLUTION APPROVING A PRELIMINARY ENGINEERING AGREEMENT WITH CSX TRANSPORTATION, INC. FOR THE BRICKYARD PARK PEDESTRIAN BRIDGE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Ratify the Mayor's Signature on the CDBG-CV Childcare Creation Program Application (AF-22-2024) (Michael Price)**

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

RESOLUTION NO. 2024-161 A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON A TENNESSEE DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT CDBG-CV CHILD CARE CREATION PROGRAM GRANT APPLICATION; AUTHORIZING THE CITY TO RECEIVE THE GRANT FUNDS, IF AWARDED; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye" except for Mayor Shull who abstained.

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8. Consideration of a Resolution to Approve Amendment 3 to the Professional Services Contract with Thompson and Litton for the Dome Project (AF-15-2024) (David Frye)

Motion made by Alderman Cooper, Seconded by Alderman Duncan.

RESOLUTION NO. 2024-1662 A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON AND LITTON FOR THE DOME RENOVATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE THIS RESOLUTION

Passed: All present voting "aye."

9. Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 5 of the City Charter (AF-20-2024) (Chris McCartt)

THIS ITEM WAS PULLED

10. Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 2 of the City Charter (AF-21-2024) (Chris McCartt)

THIS ITEM WAS PULLED

11. Consideration of a Resolution Approving a Financial Contribution if Needed to the Industrial Development Board of the City of Kingsport Relative to the Kingsport Pavilion Redevelopment and Improvements (AF-27-2024) (Chris McCartt, Steven Bower)

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

RESOLUTION NO. 2024-163 A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATIVE TO THE KINGSFORT PAVILION REDEVELOPMENT AND IMPROVEMENTS, AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

12. Consideration of a Resolution to Enter into a Crossing Closure Agreement with CSX Transportation, Inc. (CSXT) for the Brickyard Park Pedestrian Bridge Project and Authorizing the Mayor to Sign All Applicable Documents (AF-26-2024) (Michael Thompson)

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Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-161 A RESOLUTION APPROVING A CROSSING CLOSURE AGREEMENT WITH CSX TRANSPORTATION, INC. FOR THE BRICKYARD PARK PEDESTRIAN BRIDGE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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

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

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

1. Consideration of a Resolution to Enter into an Agreement with the Tennessee Main Street Program (AF-3-2024) (Chris McCartt)

RESOLUTION NO. 2024-165 A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE MAIN STREET PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

2. Consideration of a Resolution to Accept Kingsport Carousel Gift Shop Inventory from Engage Kingsport (AF-11-2024) (Michael T. Borders)

RESOLUTION NO. 2024-166 A RESOLUTION ACCEPTING A DONATION OF CAROUSEL GIFT SHOP INVENTORY FROM ENGAGE KINGSPORT

3. Consideration of a Resolution Awarding the Bid for the Rental of a Caterpillar PM312 Cold Planer Roadway Milling Machine and Laymor Sweeper Closed Cab SM450 from Stowers Machinery and Authorizing the City Manager to Execute the Rental Agreement for the Same (AF-9-2024) (Ryan McReynolds)

RESOLUTION NO. 2024-167 A RESOLUTION AWARDDING THE BID FOR THE RENTAL OF A CATERPILLAR PM312 COLD PLANER ROADWAY MILLING MACHINE AND A LAYMORE SWEEPER CLOSED CAB SM450 TO STOWERS MACHINERY CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RENTAL AGREEMENT FOR THE SAME

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- 4. Consideration of a Resolution Authorizing A Change Order to a Purchase Order with Stowers Equipment and the City Manager to Execute (AF-17-2024) (Ryan McReynolds)**

RESOLUTION NO. 2024-168 A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH STOWERS MACHINERY CORPORATION FOR THE RENTAL OF A MILLING MACHINE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

- 5. Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Partnership Grant for FY25 (AF-10-2024) (Michael T. Borders)**

RESOLUTION NO. 2024-169 A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON AN APPLICATION FOR A TENNESSEE ARTS COMMISSION PARTNERSHIP GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

- 6. Consideration of a Resolution of Formal Acceptance of Deeds and Deeds of Easement (AF-1-2024) (Bart Rowlett)**

RESOLUTION NO. 2024-170 A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSFORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 10TH, 11TH, 12TH AND 15TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

- 7. Consideration of a Resolution Ratifying an Application for the Public Entity Partners 2023-2024 James L Richardson Driver Matching Grant Program (AF-23-2024) (Kristen Hodgson)**

RESOLUTION NO. 2024-171 A RESOLUTION TO RATIFY AN APPLICATION FOR A 2023-2024 JAMES L. RICHARDSON DRIVER GRANT THROUGH PUBLIC ENTITY PARTNERS FOR THE RISK MANAGEMENT DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

- 8. Consideration of a Resolution Ratifying an Application for the Public Entity Partners 2023-2024 Cyber Security Matching Grant Program (AF-24-2024) (Kristen Hodgson)**

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RESOLUTION NO. 2024-172 A RESOLUTION TO RATIFY AN APPLICATION FOR A 2023-2024 CYBER SECURITY GRANT THROUGH PUBLIC ENTITY PARTNERS FOR THE KINGSFORT INFORMATION TECHNOLOGY AND RISK MANAGEMENT DEPARTMENTS AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

- 9. Consideration of a Resolution to Approve a Donation to the Hawkins County Sheriff's Office** (AF-30-2024) (Chris McCartt)

RESOLUTION NO. 2024-173 A RESOLUTION AUTHORIZING THE DONATION OF SURPLUS PERSONAL PROPERTY PREVIOUSLY UTILIZED BY THE POLICE DEPARTMENT TO THE HAWKINS COUNTY SHERIFF'S OFFICE

- 10. Accept the June 30, 2023 Annual Comprehensive Financial Report as Approved by Audit Committee** (AF-31-2024) (Lisa Winkle)

XIII. COMMUNICATIONS

1. City Manager

Deputy City Manager McReynolds thanked the city employees who have responded regarding the weather and coming out to serve the citizens when everyone else is advised to stay home. He stated he also appreciated the Chamber of Commerce and Visit Kingsport as they helped by seeing the employees stayed fed and going the extra mile.

2. Mayor and Board Members

Alderman Montgomery recognized public works, fire and police and best wishes to City Manager McCartt. Alderman Phillips thanked all the staff having to work now to keep everyone safe, noting it was a little over a year ago when several water lines had burst, and more cold temperatures were coming. He commented on the awesome Christmas season in Kingsport. thanks to Alderman Cooper and Kristie Leonard. Alderman Olterman stated he hopes DB starts playing a little better. Alderman Duncan stated he appreciated the hard work of city employees to clear the roads. He pointed out that at each business meeting there are always grants of some kind presented and he appreciated the staff that go after them and save the taxpayers money. Lastly, he recognized the finance department for their work after a trying year and he understands how comprehensive the work is after sitting through the audit report. Alderman Cooper stated the first meeting for next year's Christmas in Kingsport is next week, pointing out it's a year round process. She mentioned the Valentine Downtown shop and hop and Lamplight Theatre's Foggy Valley show. She also encouraged citizens to check the library's website for

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lots of programming for all ages. Vice-Mayor George echoed comments to the city employees regarding the snow. She also provided information on how the garbage collection schedule may be affected due to the inclement weather and asked residents to take precautions for the cold. Mayor Shull commented on the items that were pulled from the agenda that would change the Charter, noting he believes the mayor should have a four year term. He reminded everyone to be careful with the upcoming cold weather and stay safe.

XIV.ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:43 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 061D, Group E, Parcel 023.10 located along N Eastman Road from the R-1C, Residential District, to the P-1, Professional Offices District.

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

Action Form No.: AF-35-2024
Work Session: February 5, 2024
First Reading: February 6, 2024
Final Adoption: February 20, 2024
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Tax Map 061D, Group E, Parcel 023.10 along N Eastman Road from the R-1C, Residential District, to the P-1, Professional Offices District.

Executive Summary:

This is an owner-requested rezoning of approximately 0.5 acres identified as Tax Map 061D, Group E, Parcel 023.10 along N Eastman Road from the R-1C District to the P-1 District. The purpose of the rezoning is to facilitate construction of a new cell tower at the rezoning site. The sole public comment on this item was received during the January Planning Commission meeting. The comment was in opposition to the rezoning, with concern that a cell tower should not be located adjacent to the restaurants along N Eastman Road or the high school. Procedurally, it is important to note that final zoning approval for a new cell tower at the rezoning site is only achieved once the P-1 zone is approved and a subsequent application for a special exception is approved by the Kingsport Board of Zoning Appeals. During their January 2024 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 7-0. The notice of public hearing was published on January 22, 2024.

Attachments:

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

Item VIII1.

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on February 6, 2024 to consider the rezoning of Tax Map 061D, Group E, Parcel 23.10 from the R-1C zoning district to the P-1 zoning district. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the western corner of Tax Map 061D, Group E, Parcel 23.10 in common with the eastern right-of-way of North Eastman Road; thence in a northwesterly direction, following the eastern right-of-way of North Eastman Road, approximately 245 feet to a point, said point being the northwestern corner of parcel 23.10 in common with the eastern right-of-way of North Eastman Road; thence in an easterly direction, approximately 50 feet to a point, said point being the northeastern corner of parcel 23.10 in common with the northwest corner of parcel 2; thence in a southwesterly direction, approximately 87 feet to a point, said point being the southwestern corner of parcel 2; thence in a southeasterly direction, approximately 25 feet to a point, said point being the eastern most corner of parcel 23.10; thence in a southwesterly direction, approximately 150 feet to a point, said point being the southern corner of parcel 23.10; thence in a northwesterly direction, approximately 133 feet to the point of BEGINNING, and being all of Tax Map 061D, Group E, Parcel 23.10 as shown on the April 2023 Sullivan County Tax Maps.

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

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 1/22/2024



ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG N EASTMAN ROAD FROM THE R-1C, RESIDENTIAL DISTRICT TO THE P-1, PROFESSIONAL OFFICES DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along N Eastman Road from the R-1C, Residential District to the P-1, Professional Offices District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

TAX PARCEL 061D E 023.10

Land located in the 11th Civil district of Sullivan County, Tennessee. Being the property conveyed to Vinaya Beladoge & Rakshita H. Belagode as described in Deed Parcel 3 & 4 of record in Deed Book 2108C, Page 810, Register's Office, Sullivan County, Tennessee and being more particularly described as follows:

BEGINNING at a Concrete Monument found at the intersection of the Southern Right-of-Way Line of Westmoreland Avenue and the Eastern Right-of-Way Line of North Eastman Road;

Thence S 69°01'20" E, along said Right-of-Way Line, a distance of 30.15 feet to point;

Thence S 09°34'37" W, leaving said Right-of-Way Line, a distance of 82.89 feet to a point which lies 0.4' North of a concrete Monument found;

Thence S 78°48'25" E, a distance of 25.00 feet to a Concrete Monument found on the Western Line of a 15-foot-wide Alley of record in Plat Book A, Page 68, ROSC;

Thence S 11°11'33" W, along said Line a distance of 150.00 feet to the Northeast Corner of the lands of record in Parcel 1 of aforesaid Deed, said point lies 0.5 feet North of a Concrete Monument found;

Thence N 78°48'28" W, along said Line, a distance of 132.00 feet to a Capped Iron Rod set in the Eastern Right-of-Way Line of North Eastman Road;

Thence along said Right-of-Way Line and with a curve to the right with an arc length of 101.54 feet, with a radius of 777.36 feet, with a

chord bearing of N 20°56'46" E, with a chord length of 101.47 feet to a Capped Iron Rod found;

Thence N 33°54'27" E, along said Right-of-Way Line, a distance of 149.58 feet to the POINT OF BEGINNING.

The property described herein contains 0.50 Acres, more or less.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

PROPERTY INFORMATION

ADDRESS	Parcel 023.10, N Eastman Rd
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1C (Residential District)
PROPOSED ZONING	P-1 (Professional Offices District)
ACRES	0.55 +/-
EXISTING USE	vacant land
PROPOSED USE	new cell tower

PETITIONER

ADDRESS 1017 Wellington Blvd, Kingsport, TN 37660

REPRESENTATIVE

PHONE (423) 914-1391

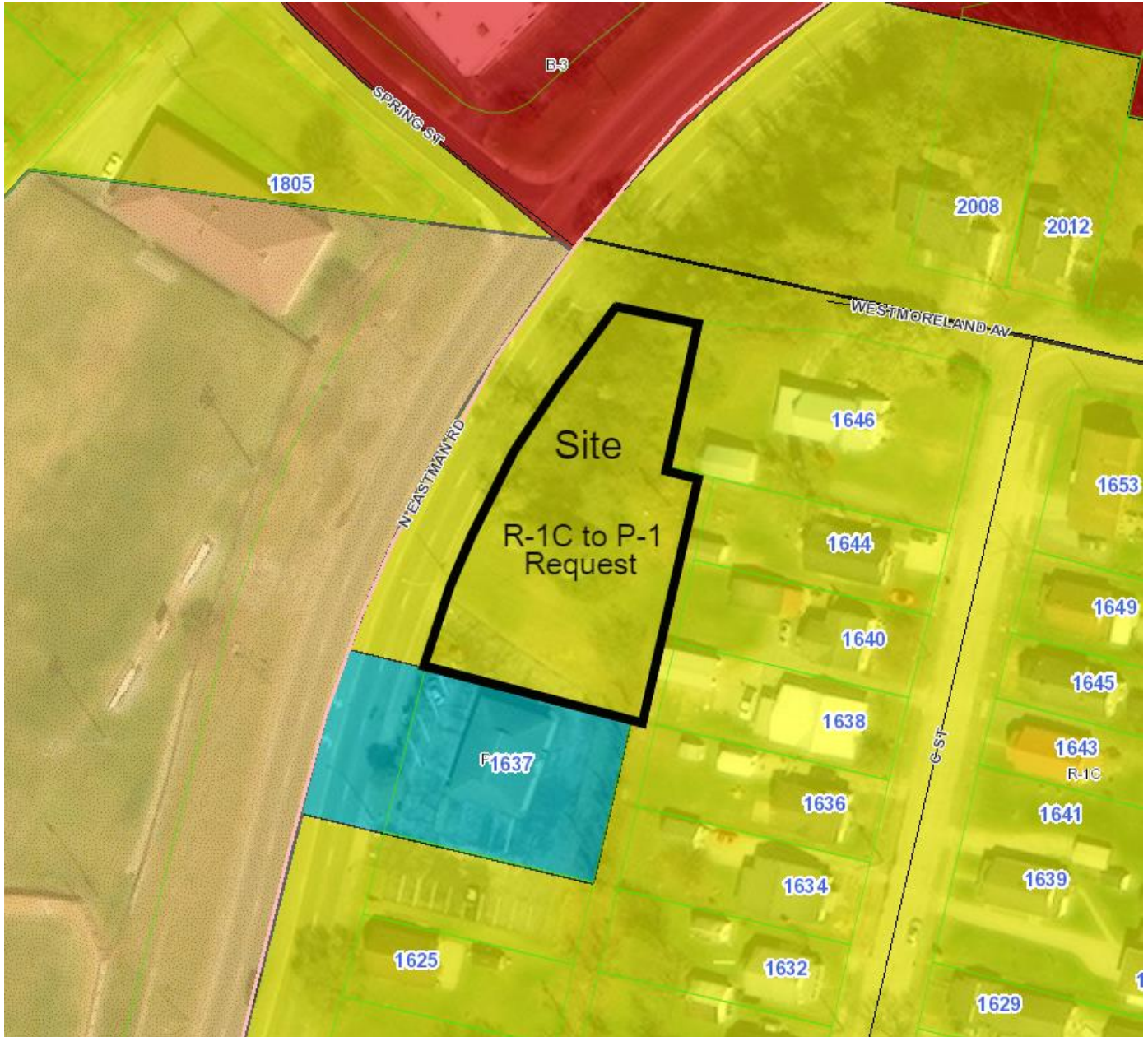
INTENT

To rezone from R-1C (Residential District) to P-1 (Professional Offices District) to accommodate construction of a new cell tower (145' monopole).

Vicinity Map



Surrounding City Zoning Map



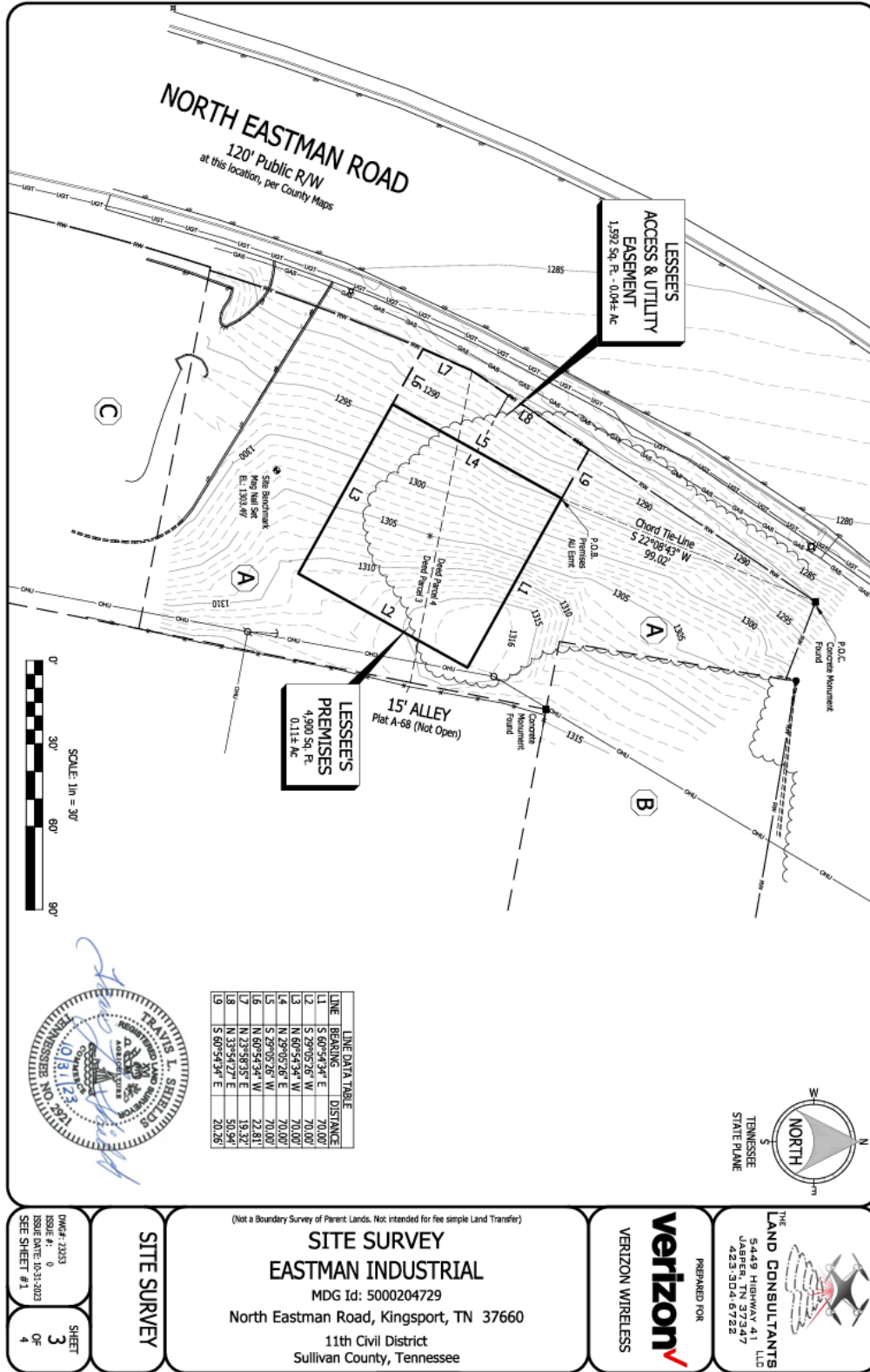
Future Land Use Plan 2030



Aerial

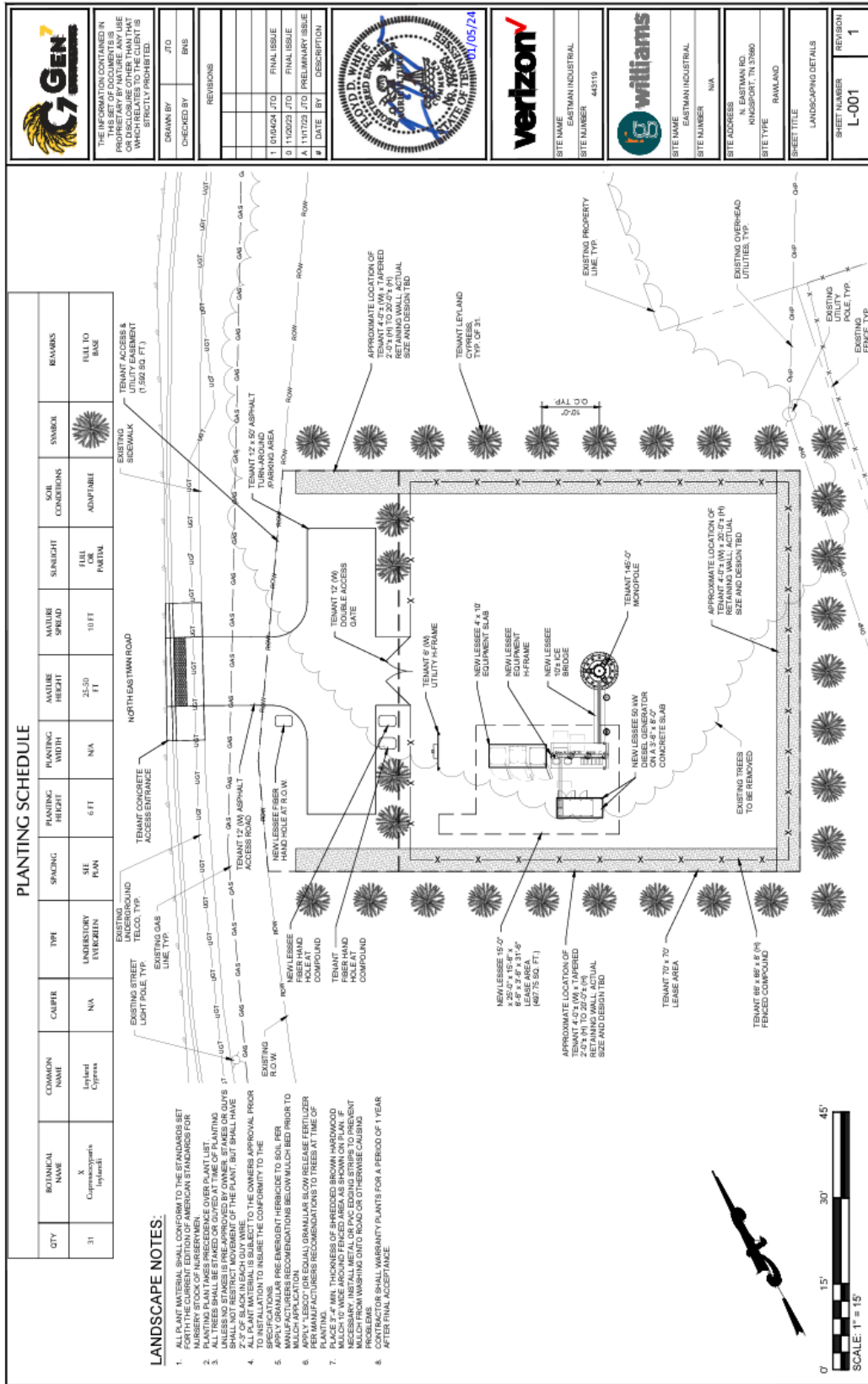


Site Plan



Prepared by Kingsport Planning Department for the Kingsport Regional Planning Commission Meeting on January 18, 2024

Item VIII.1.



PLANTING SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	CULTIVAR	TYPE	SPACING	PLANTING HEIGHT	PLANTING WIDTH	MATURE HEIGHT	MATURE SPREAD	SUNLIGHT	SOIL CONDITIONS	SYMBOL	REMARKS
31	X Corymborhiza Ingladii	Ingladi Cypress	NA	UNDERSTORY EVERGREEN	SEE PLAN	6 FT	N/A	25-50 FT	10 FT	FULL PARTIUM	ADAPTABLE		FILL TO BASE TENANT ACCESS & TURN-AROUND (1,500 SQ FT)

- LANDSCAPE NOTES:**
- ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS SET FORTH IN THE CURRENT EDITION OF AMERICAN STANDARDS FOR PLANTING.
 - PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
 - ALL TREES SHALL BE SPACED OR ADJACENT AT THE TIME OF PLANTING.
 - ALL TREES SHALL BE PLANTED AT THE TIME OF PLANTING. GUYS SHALL NOT RESTRICT MOVEMENT OF THE PLANT, BUT SHALL HAVE TO BE REMOVED AT THE TIME OF PLANTING.
 - ALL PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF KINGSPORT TO INSURE THE CONFORMITY TO THE SPECIFICATIONS PRE-EMERGENT HERBICIDE TO SOIL PER MANUFACTURERS RECOMMENDATIONS BELOW MULCH BED PRIOR TO MULCH APPLICATION. EQUAL ORAMULAS SLOW RELEASE FERTILIZER PER MANUFACTURERS RECOMMENDATIONS TO TREES AT TIME OF PLANTING.
 - PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF KINGSPORT TO INSURE THE CONFORMITY TO THE SPECIFICATIONS PRE-EMERGENT HERBICIDE TO SOIL PER MANUFACTURERS RECOMMENDATIONS BELOW MULCH BED PRIOR TO MULCH APPLICATION. EQUAL ORAMULAS SLOW RELEASE FERTILIZER PER MANUFACTURERS RECOMMENDATIONS TO TREES AT TIME OF PLANTING.
 - NECESSARY INSTALL METAL OR PVC EDGING STRIPS TO PREVENT PROBLEMS.
 - CONTRACTOR SHALL WARRANTY PLANTS FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE.

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE REPRODUCED OR DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE CLIENT. STRICTLY PROHIBITED.

DRAWN BY: JTO
CHECKED BY: BMS

REVISIONS:

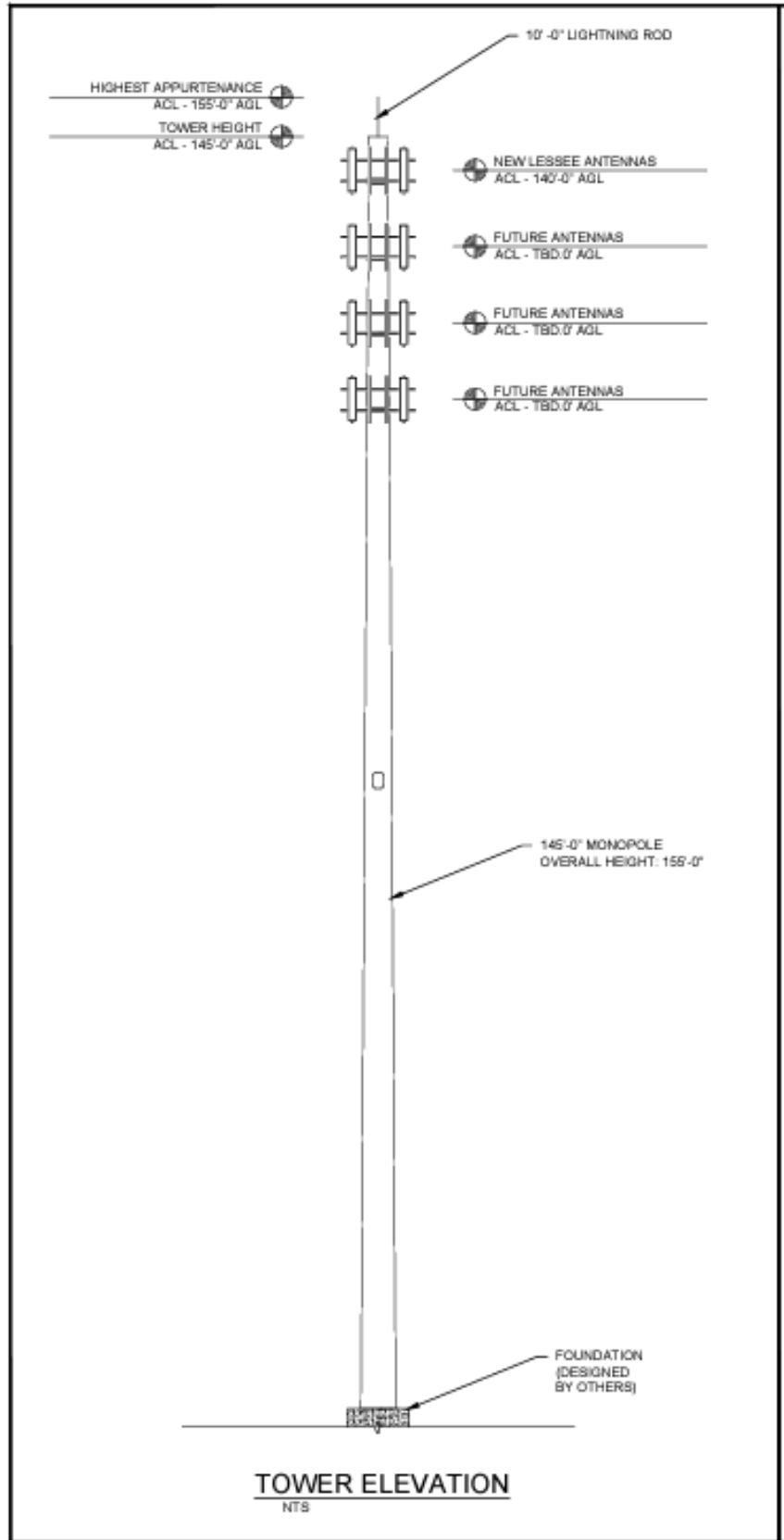
#	DATE	BY	DESCRIPTION
1	01/04/24	JTO	FINAL ISSUE
2	11/02/23	JTO	FINAL ISSUE
3	11/02/23	JTO	PRELIMINARY ISSUE

01/05/24

SITE NAME: EASTMAN INDUSTRIAL
SITE NUMBER: 445119

SITE NAME: EASTMAN INDUSTRIAL
SITE NUMBER: N/A
SITE ADDRESS: N. EASTMAN RD., KINGSPORT, TN 37680
SITE TYPE: RAWLAND

SHEET TITLE: LANDSCAPING DETAILS
SHEET NUMBER: L-001
REVISION: 1



View Toward West (Indian Highland Park)



View Toward South (Professional Office Building)



View Toward East (Residential Rear Yards)



View Toward North



EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City B-3</u> Use: restaurant	
East	2	<u>Zone: City R-1C</u> Use: single family	
Southeast	3	<u>Zone: City R-1C</u> Use: single family	
South	4	<u>Zone: City P-1</u> Use: professional office	
Southwest	5	<u>Zone: City R-4</u> Use: Indian Highland Park	

Standards of Review

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

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal would permit a uses the same as the abutting P-1 zone.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property does not have a reasonable economic use as

currently zoned (R-1C / single family use). A professional office district is more reasonable for a parcel that fronts N Eastman Rd.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** Neither the current or proposed zone match the land use designation of multifamily for the site.

Proposed use: 145' monopole cell tower

The Future Land Use Plan Map recommends multifamily

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning.
6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The slope of the property lends itself to a small development, thus limiting land disturbance.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-1C to P-1 based upon the current single family zone not being realistic for single family home construction along N Eastman Rd.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Chapter 22 Buildings and Building Regulations Article III Section 22-96 as it Relates to Adopted Codes

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

Action Form No.: AF-6-2024
Work Session: February 5, 2024
First Reading: February 6, 2024
Final Adoption: February 20, 2024
Staff Work By: Committee
Presentation By: Jessica Harmon

Recommendation:
Approve the Ordinance

Executive Summary:

This ordinance would make necessary changes to the City Code as it relates to our Residential and Energy Codes to align with state law. On July 1, 2023, Public Chapter 312 became effective which directs that exempt jurisdictions cannot be more stringent than the currently adopted state energy code language. During the city’s three-year audit process for the Building Department, the State Fire Marshalls Office noted that our Energy Code lacked the necessary language to be in line with the new Public Chapter 312.

The proposed amendments insert the 2009 residential tables into the 2018 International Energy Conservation Code and the 2018 International Residential Code, Chapter 11. This change would reduce the insulation R value requirements for attics, walls & crawlspaces as well as making other provisions optional instead of mandatory. Our codes have previously been amended to do this, however, the State Fire Marshall has requested that our language match the states. This ordinance will satisfy the state audit requirements.

Attachments:

- 1. Ordinance
- 2. Supplemental Information

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 22, ARTICLE III, SECTION 22-96 RELATING TO CODES ADOPTED BY REFERENCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That subsection (d) and subsection (e) of Section 22-96 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

- d) *Energy Conservation Code.* The provisions of the International Energy Conservation Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Energy Conservation Code, 2018 edition is hereby amended as follows:
 - (1) To the extent the 2018 edition of the International Energy Conservation Code contains standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of thirty (30) or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.
 - (2) Section C109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."
 - (3) Section R109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."
 - (4) The following tables are to be replaced by tables from the 2009 edition of the International Energy Code as noted:

Replace 2018 Tables	with	2009 Tables
C402.1.4 Opaque thermal envelope Assembly requirements		502.1.2 Building Envelope requirements Opaque Element, max U-Factors
C402.1.3 Opaque thermal envelope Requirements		502.2(1) Building envelope requirements opaque assemblies
C402.4 Building envelope requirements Fenestrations		502.3 Building envelope requirements Fenestrations

C403.3.2 (1)-(9) HVAC equip performance		503.2.3(1)-(7) HVAC equip performance
R402.1.2 Insulation and fenestration Requirements by component		402.1.1 Insulation and fenestration Requirements by component
R402.1.4 Equivalent U-factors		402.1.3 Equivalent U-factors
R405.5.2 (1) Spec for standard reference and proposed design		405.5.2(1) Spec for standard reference and proposed design

- (5) CHAPTER 4 [RE] - The testing required by 402.4.2.1 (Blower Door) & 403.2.2 (Duct Blaster) become optional effective March 1, 2024.
- (e) *Residential Code*. The provisions of the International Residential Code, 2018 edition, including appendix F, Q, and J for one and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Residential Code, 2018 edition is hereby amended as follows:
- (1) Section R104 is amending by adding a new section to read "R104.10.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."
 - (2) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "200 square feet" and in lieu thereof substituting the phrase "120 square feet."
 - (3) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."
 - (4) Section R202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the International Residential Code, 2018 edition, however, if a sprinkler system is installed it shall meet the requirements of these sections."
 - (5) Pursuant to TCA 68-120-101(a)(8)(A), the sprinkler requirements in section R313.2 and section P2904 shall not be mandatory for One-and Two Family Dwellings, provided however, if a sprinkler system is installed it shall meet the requirements of section R313.2 and section P2904.
 - (6) Chapter 11 [RE] Energy Conservation - Delete Chapter 11 in its entirety and replace it with the 2018 Energy Code as adopted per Section I 22-96 (d). The testing required by R402.4.2.1 (Blower Door) and R403.2.2 (Duct Blaster) to be optional effective March 1, 2024.

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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

Sec. 22-96. Codes adopted by reference.

(d) *Energy Conservation Code.* The provisions of the International Energy Conservation Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Energy Conservation Code, 2018 edition is hereby amended as follows:

- (1) To the extent the 2018 edition of the International Energy Conservation Code contains standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of thirty (30) or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.
- (2) Section C109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."
- (23) Section R109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."
- (34) The following tables are to be replaced by tables from the 2009 edition of the International Energy Code as noted:

Replace 2018 Tables	with	2009 Tables
C402.1.4 Opaque thermal envelope Assembly requirements		502.1.2 Building Envelope requirements Opaque Element, max U-Factors
C402.1.3 Opaque thermal envelope Requirements		502.2(1) Building envelope requirements opaque assemblies
C402.4 Building envelope requirements Fenestrations		502.3 Building envelope requirements Fenestrations
C403.3.2 (1)-(9) HVAC equip performance		503.2.3(1)-(7) HVAC equip performance
R402.1.2 Insulation and fenestration Requirements by component		402.1.1 Insulation and fenestration Requirements by component
R402.1.4 Equivalent U-factors		402.1.3 Equivalent U-factors

R405.5.2 (1) Spec for standard reference and proposed design		405.5.2(1) Spec for standard reference and proposed design
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(45) CHAPTER 4 [RE] - The testing required by 402.4.2.1 (Blower Door) & 403.2.2 (Duct Blaster) become ~~mandatory~~optional effective ~~Jan. 1, 2020~~ March 1, 2024.

(e) **Residential Code.** The provisions of the International Residential Code, 2018 edition, including appendix F, Q, and J for one and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Residential Code, 2018 edition is hereby amended as follows:

- (1) Section R104 is amending by adding a new section to read "R104.10.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."
- (2) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "200 square feet" and in lieu thereof substituting the phrase "120 square feet."
- (3) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."
- (4) Section R202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the International Residential Code, 2018 edition, however, if a sprinkler system is installed it shall meet the requirements of these sections."
- (5) Pursuant to TCA 68-120-101(a)(8)(A), the sprinkler requirements in section R313.2 and section P2904 shall not be mandatory for One-and Two Family Dwellings, provided however, if a sprinkler system is installed it shall meet the requirements of section R313.2 and section P2904.
- (6) Chapter 11 [RE] Energy Conservation - Delete Chapter 11 in its entirety and replace it with the 2018 Energy Code as adopted per Section I 22-96 (d). The testing required by R402.4.2.1 (Blower Door) and R403.2.2 (Duct Blaster) to be ~~mandatory~~optional effective ~~Jan. 1, 2020~~ March 1, 2024.

(f) **Accessibility Code.** The provisions of the Chapter 11 of the International Building Code, 2018 edition, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection, and examination.

(Code 1981, § 6-16; Code 1998, § 22-111; Ord. No. 4295, § II, 11-5-1996; Ord. No. 4441, § 1, 10-7-1997; Ord. No. 4736, § I, 2-15-2000; Ord. No. 5435, § I, 8-1-2006; Ord. No. 6430, § I, 8-19-2014; Ord. No. 6559, § I, 4-5-2016; Ord. No. 6741, § I, 7-17-2018; Ord. No. 6783, § I, 2-19-2019)

CHAPTER 4

RESIDENTIAL ENERGY EFFICIENCY

SECTION 401 GENERAL

401.1 Scope. This chapter applies to residential buildings.

401.2 Compliance. Projects shall comply with Sections 401, 402.4, 402.5, and 403.1, 403.2.2, 403.2.3, and 403.3 through 403.9 (referred to as the mandatory provisions) and either:

1. Sections 402.1 through 402.3, 403.2.1 and 404.1 (prescriptive); or
2. Section 405 (performance).

401.3 Certificate. A permanent certificate shall be posted on or in the electrical distribution panel. The certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels. The certificate shall be completed by the builder or registered design professional. The certificate shall list the predominant *R*-values of insulation installed in or on ceiling/roof, walls, foundation (slab, *basement wall*, crawlspace wall and/or floor) and ducts outside conditioned spaces; *U*-factors for fenestration and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for each component, the certificate shall list the value covering the largest area. The certificate shall list the types and efficien-

cies of heating, cooling and service water heating equipment. Where a gas-fired unvented room heater, electric furnace, or baseboard electric heater is installed in the residence, the certificate shall list "gas-fired unvented room heater," "electric furnace" or "baseboard electric heater," as appropriate. An efficiency shall not be *listed* for gas-fired unvented room heaters, electric furnaces or electric baseboard heaters.

SECTION 402 BUILDING THERMAL ENVELOPE

402.1 General (Prescriptive).

402.1.1 Insulation and fenestration criteria. The *building thermal envelope* shall meet the requirements of Table 402.1.1 based on the climate zone specified in Chapter 3.

402.1.2 R-value computation. Insulation material used in layers, such as framing cavity insulation and insulating sheathing, shall be summed to compute the component *R*-value. The manufacturer's settled *R*-value shall be used for blown insulation. Computed *R*-values shall not include an *R*-value for other building materials or air films.

**TABLE 402.1.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a**

CLIMATE ZONE	FENESTRATION U-FACTOR ^p	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{b, q}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ⁱ	FLOOR R-VALUE	BASEMENT ^c WALL R-VALUE	SLAB ^d R-VALUE & DEPTH	CRAWL SPACE ^e WALL R-VALUE
1	1.2	0.75	0.30	30	13	3/4	13	0	0	0
2	0.65 ^j	0.75	0.30	30	13	4/6	13	0	0	0
3	0.50 ^j	0.65	0.30	30	13	5/8	19	5/13 ^f	0	5/13
4 except Marine	0.35	0.60	NR	38	13	5/10	19	10/13	10, 2 ft	10/13
5 and Marine 4	0.35	0.60	NR	38	20 or 13+5 ^h	13/17	30 ^g	10/13	10, 2 ft	10/13
6	0.35	0.60	NR	49	20 or 13+5 ^h	15/19	30 ^g	15/19	10, 4 ft	10/13
7 and 8	0.35	0.60	NR	49	21	19/21	38 ^g	15/19	10, 4 ft	10/13

For SI: 1 foot = 304.8 mm.

- a. *R*-values are minimums. *U*-factors and SHGC are maximums. *R*-19 batts compressed into a nominal 2 × 6 framing cavity such that the *R*-value is reduced by *R*-1 or more shall be marked with the compressed batt *R*-value in addition to the full thickness *R*-value.
- b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. "15/19" means *R*-15 continuous insulated sheathing on the interior or exterior of the home or *R*-19 cavity insulation at the interior of the basement wall. "15/19" shall be permitted to be met with *R*-13 cavity insulation on the interior of the basement wall plus *R*-5 continuous insulated sheathing on the interior or exterior of the home. "10/13" means *R*-10 continuous insulated sheathing on the interior or exterior of the home or *R*-13 cavity insulation at the interior of the basement wall.
- d. *R*-5 shall be added to the required slab edge *R*-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Zones 1 through 3 for heated slabs.
- e. There are no SHGC requirements in the Marine Zone.
- f. Basement wall insulation is not required in warm-humid locations as defined by Figure 301.1 and Table 301.1.
- g. Or insulation sufficient to fill the framing cavity, *R*-19 minimum.
- h. "13+5" means *R*-13 cavity insulation plus *R*-5 insulated sheathing. If structural sheathing covers 25 percent or less of the exterior, insulating sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25 percent of exterior, structural sheathing shall be supplemented with insulated sheathing of at least *R*-2.
- i. The second *R*-value applies when more than half the insulation is on the interior of the mass wall.
- j. For impact rated fenestration complying with Section R301.2.1.2 of the *International Residential Code* or Section 1608.1.2 of the *International Building Code*, the maximum *U*-factor shall be 0.75 in Zone 2 and 0.65 in Zone 3.

2. Site-built windows, doors and skylights.
3. Openings between window and door assemblies and their respective jambs and framing.
4. Utility penetrations.
5. Dropped ceilings or chases adjacent to the thermal envelope.
6. Knee walls.
7. Walls and ceilings separating a garage from conditioned spaces.
8. Behind tubs and showers on exterior walls.
9. Common walls between dwelling units.
10. Attic access openings.
11. Rim joist junction.
12. Other sources of infiltration.

402.4.2 Air sealing and insulation. Building envelope air tightness and insulation installation shall be demonstrated to comply with one of the following options given by Section 402.4.2.1 or 402.4.2.2:

402.4.2.1 Testing option. Building envelope tightness and insulation installation shall be considered acceptable when tested air leakage is less than seven air changes per hour (ACH) when tested with a blower door at a pressure of 50 pascals (1 psf). Testing shall occur after rough in and after installation of penetrations of the building envelope, including penetrations for utilities, plumbing, electrical, ventilation and combustion appliances.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed;
2. Dampers shall be closed, but not sealed, including exhaust, intake, makeup air, backdraft and flue dampers;
3. Interior doors shall be open;
4. Exterior openings for continuous ventilation systems and heat recovery ventilators shall be closed and sealed;
5. Heating and cooling system(s) shall be turned off;
6. HVAC ducts shall not be sealed; and
7. Supply and return registers shall not be sealed.

402.4.2.2 Visual inspection option. Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table 402.4.2, applicable to the method of construction, are field verified. Where required by the *code official*, an *approved* party independent from the installer of the insulation shall inspect the air barrier and insulation.

402.4.3 Fireplaces. New wood-burning fireplaces shall have gasketed doors and outdoor combustion air.

402.4.4 Fenestration air leakage. Windows, skylights and sliding glass doors shall have an air infiltration rate of no

more than 0.3 cfm per square foot (1.5 L/s/m²), and swinging doors no more than 0.5 cfm per square foot (2.6 L/s/m²), when tested according to NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and *listed* and *labeled* by the manufacturer.

Exceptions: Site-built windows, skylights and doors.

402.4.5 Recessed lighting. Recessed luminaires installed in the *building thermal envelope* shall be sealed to limit air leakage between conditioned and unconditioned spaces. All recessed luminaires shall be IC-rated and *labeled* as meeting ASTM E 283 when tested at 1.57 psf (75 Pa) pressure differential with no more than 2.0 cfm (0.944 L/s) of air movement from the *conditioned space* to the ceiling cavity. All recessed luminaires shall be sealed with a gasket or caulk between the housing and the interior wall or ceiling covering.

402.5 Maximum fenestration U-factor and SHGC (Mandatory). The area-weighted average maximum fenestration U-factor permitted using trade-offs from Section 402.1.4 or 405 shall be 0.48 in Zones 4 and 5 and 0.40 in Zones 6 through 8 for vertical fenestration, and 0.75 in Zones 4 through 8 for skylights. The area-weighted average maximum fenestration SHGC permitted using trade-offs from Section 405 in Zones 1 through 3 shall be 0.50.

SECTION 403 SYSTEMS

403.1 Controls (Mandatory). At least one thermostat shall be provided for each separate heating and cooling system.

403.1.1 Programmable thermostat. Where the primary heating system is a forced-air furnace, at least one thermostat per dwelling unit shall be capable of controlling the heating and cooling system on a daily schedule to maintain different temperature set points at different times of the day. This thermostat shall include the capability to set back or temporarily operate the system to maintain zone temperatures down to 55°F (13°C) or up to 85°F (29°C). The thermostat shall initially be programmed with a heating temperature set point no higher than 70°F (21°C) and a cooling temperature set point no lower than 78°F (26°C).

403.1.2 Heat pump supplementary heat (Mandatory). Heat pumps having supplementary electric-resistance heat shall have controls that, except during defrost, prevent supplemental heat operation when the heat pump compressor can meet the heating load.

403.2 Ducts.

403.2.1 Insulation (Prescriptive). Supply ducts in attics shall be insulated to a minimum of R-8. All other ducts shall be insulated to a minimum of R-6.

Exception: Ducts or portions thereof located completely inside the *building thermal envelope*.

403.2.2 Sealing (Mandatory). All ducts, air handlers, filter boxes and building cavities used as ducts shall be sealed.

Joints and seams shall comply with Section M1601.4.1 of the *International Residential Code*.

Duct tightness shall be verified by either of the following:

1. Postconstruction test: Leakage to outdoors shall be less than or equal to 8 cfm (226.5 L/min) per 100 ft² (9.29 m²) of *conditioned floor area* or a total leakage less than or equal to 12 cfm (12 L/min) per 100 ft² (9.29 m²) of *conditioned floor area* when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test.

2. Rough-in test: Total leakage shall be less than or equal to 6 cfm (169.9 L/min) per 100 ft² (9.29 m²) of *conditioned floor area* when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the roughed in system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 4 cfm (113.3 L/min) per 100 ft² (9.29 m²) of *conditioned floor area*.

Exceptions: Duct tightness test is not required if the air handler and all ducts are located within *conditioned space*.

TABLE 402.4.2
AIR BARRIER AND INSULATION INSPECTION COMPONENT CRITERIA

COMPONENT	CRITERIA
Air barrier and thermal barrier	Exterior thermal envelope insulation for framed walls is installed in substantial contact and continuous alignment with building envelope air barrier. Breaks or joints in the air barrier are filled or repaired. Air-permeable insulation is not used as a sealing material. Air-permeable insulation is inside of an air barrier.
Ceiling/attic	Air barrier in any dropped ceiling/soffit is substantially aligned with insulation and any gaps are sealed. Attic access (except unvented attic), knee wall door, or drop down stair is sealed.
Walls	Corners and headers are insulated. Junction of foundation and sill plate is sealed.
Windows and doors	Space between window/door jambs and framing is sealed.
Rim joists	Rim joists are insulated and include an air barrier.
Floors (including above-garage and cantilevered floors)	Insulation is installed to maintain permanent contact with underside of subfloor decking. Air barrier is installed at any exposed edge of insulation.
Crawl space walls	Insulation is permanently attached to walls. Exposed earth in unvented crawl spaces is covered with Class I vapor retarder with overlapping joints taped.
Shafts, penetrations	Duct shafts, utility penetrations, knee walls and flue shafts opening to exterior or unconditioned space are sealed.
Narrow cavities	Batts in narrow cavities are cut to fit, or narrow cavities are filled by sprayed/blown insulation.
Garage separation	Air sealing is provided between the garage and conditioned spaces.
Recessed lighting	Recessed light fixtures are air tight, IC rated, and sealed to drywall. Exception—fixtures in conditioned space.
Plumbing and wiring	Insulation is placed between outside and pipes. Batt insulation is cut to fit around wiring and plumbing, or sprayed/blown insulation extends behind piping and wiring.
Shower/tub on exterior wall	Showers and tubs on exterior walls have insulation and an air barrier separating them from the exterior wall.
Electrical/phone box on exterior walls	Air barrier extends behind boxes or air sealed-type boxes are installed.
Common wall	Air barrier is installed in common wall between dwelling units.
HVAC register boots	HVAC register boots that penetrate building envelope are sealed to subfloor or drywall.
Fireplace	Fireplace walls include an air barrier.

TABLE 502.2(1)
BUILDING ENVELOPE REQUIREMENTS - OPAQUE ASSEMBLIES

CLIMATE ZONE	1		2		3		4		5		6		7		8	
	Group R		Group R		Group R		Group R		Group R		Group R		Group R		Group R	
	All other	R-15ci	All other	R-20ci	All other	R-20ci	All other	R-20ci	All other	R-20ci	All other	R-20ci	All other	R-25ci	All other	R-25ci
Insulation entirely above deck	R-19	R-20ci	R-13 + R-13	R-20ci	R-13 + R-13	R-20ci	R-13 + R-13	R-20ci	R-13 + R-13	R-20ci	R-13 + R-13	R-20ci	R-13 + R-13	R-25ci	R-11 + R-19	R-25ci
Metal buildings (with R-5 thermal blocks ^{a,b})	R-30	R-38	R-38	R-38	R-38	R-38	R-38	R-38	R-38	R-38	R-38	R-38	R-38	R-38	R-49	R-49
Attic and other																
Roofs																
Mass	NR	R-5.7ci ^c	R-16	R-7.6ci	R-16	R-7.6ci	R-9.5ci	R-11.4ci	R-11.4ci	R-13.3ci	R-13.3ci	R-15.2ci	R-15.2ci	R-25ci	R-19 + R-5.6ci	R-25ci
Metal building ^b	R-13	R-13	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci	R-13 + R-3.8ci
Metal framed	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13
Wood framed and other	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13	R-13
Walls, Above Grade																
Below grade wall ^d	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Mass	NR	R-6.3ci	R-8.3ci	R-6.3ci	R-8.3ci	R-6.3ci	R-8.3ci	R-10.4ci	R-10.4ci	R-12.5ci	R-12.5ci	R-14.6ci	R-14.6ci	R-15ci	R-16.7ci	R-16.7ci
Joist/Framing (steel/wood)	NR	NR	R-19	R-30	R-19	R-30	R-30	R-30	R-30	R-30	R-30	R-30	R-30	R-30	R-30	R-30
Unheated slabs	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Heated slabs	R-7.5 for 12 in. below	R-7.5 for 12 in. below	R-7.5 for 12 in. below	R-7.5 for 12 in. below	R-7.5 for 12 in. below	R-7.5 for 12 in. below	R-7.5 for 12 in. below	R-15 for 24 in. below	R-15 for 24 in. below	R-15 for 24 in. below	R-15 for 24 in. below	R-15 for 24 in. below	R-15 for 24 in. below	R-20 for 48 in. below	R-20 for 48 in. below	R-20 for 48 in. below
Opaque doors	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.70	U-0.50	U-0.50	U-0.50
Swinging	U-1.45	U-1.45	U-1.45	U-1.45	U-1.45	U-1.45	U-1.45	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50
Roll-up or sliding	U-1.45	U-1.45	U-1.45	U-1.45	U-1.45	U-1.45	U-1.45	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50	U-0.50

For SI: 1 inch = 25.4 mm.
 ci = Continuous insulation. NR = No requirement.
 a. When using R-value compliance method, a thermal spacer block is required, otherwise use the U-factor compliance method. [see Tables 502.1.2 and 502.2(2)].
 b. Assembly descriptions can be found in Table 502.2(2).
 c. R-5.7 ci is allowed to be substituted with material having a maximum thermal conductivity of 0.44 Btu-in./hr · ft² · °F.
 d. When heated slabs are placed below grade, below-grade walls must meet the exterior insulation requirements for perimeter insulation according to the heated slab-on-grade construction.
 e. Steel floor joist systems shall to be R-38.

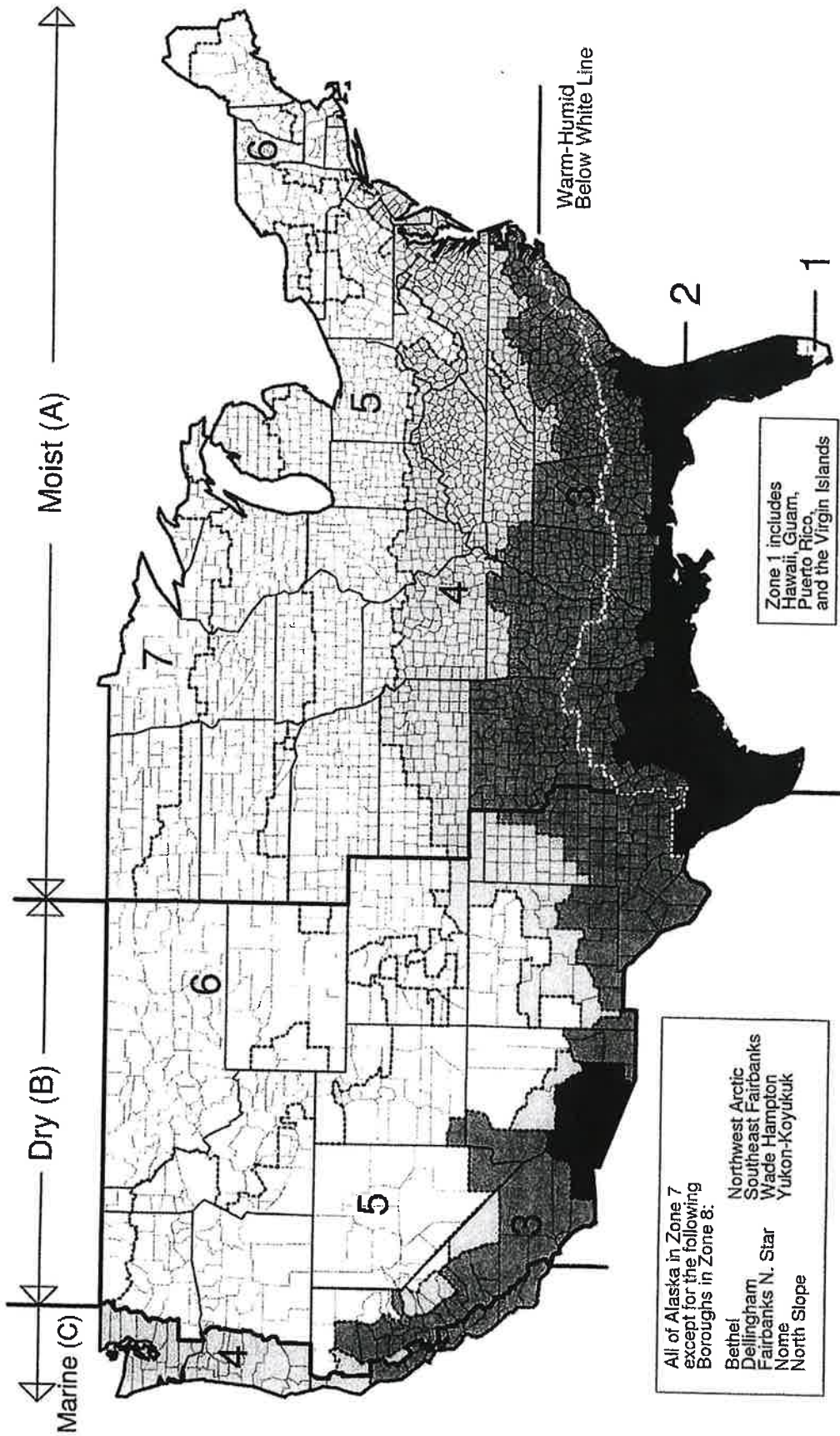


FIGURE 301.1 CLIMATE ZONES

Item IX1.



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY24

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

Action Form No.: AF-25-2024
Work Session: February 5, 2024
First Reading: February 6, 2024
Final Adoption: February 20, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
The General Fund budget is being amended by increasing the Miscellaneous line (110-4804-481.70-13) by \$129,288 for funds received from Traveler’s Insurance for the repair of the facility at Eastman Park and by reducing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$302,912 by allocating \$129,288 to the Facilities Improvements project (NC2221), reducing the Aesthetic Imp project (NC2301) by \$162,200, and reducing the Aesthetic Imp project (NC2400) by \$270,000, by reducing the Advertising & Publication line (110-4810-481.20-10) by \$6,200, increasing the To Solid Waste Fund line (110-4804-481.70-22) by \$278,400, and by increasing the To Fleet Fund line (110-4804-481.70-51) by \$160,000.

The General Projects-Special Revenue Fund is being amended by appropriating \$100,000 received from the TN Tourism Grant to the Observation Tower project (NC2415), by appropriating \$20,000 received from the Enbridge, Inc. Safe Community First Responder Program to the LNG Training project (NC2416), by reducing the Aesthetic Imp project (NC2301) by \$162,200 and the Aesthetic Imp project (NC2400) by \$270,000 for a total of \$432,200 being returned to the General Fund Close NC2301 & NC2400.

The General Projects Fund is being amended by transferring \$22,277 from the Street Resurfacing project (GP2100) to the Street Resurfacing project (GP2400), and by transferring \$438,400 from the PW Recycling Centers project (GP2207) to the Street Resurfacing project (GP2400).

The Solid Waste Fund is being amended by appropriating \$278,400 from the General Fund to the From General Fund line (415-0000-391.01-00) and the Solid Waste Project Fund line (415-6996-696.76-03).

The Sewer Project Fund is being amended by transferring \$24,455 from the WWTP Equalization Basin project (SW2002) to the Litigation Contingency project (SW2208) in the amount of \$1,120, to the Pump Station Imp O&M project (SW2300) in the amount of \$17,397, and to the WWTP Equipment project (SW2305) in the amount of \$5,938, by transferring \$715 from the WWTP Digester Cleaning project (SW2010) to the WWTP Equipment project (SW2305), and by transferring \$26,122 from the Systemwide Flow Monitoring project (SW2004) to the W KPT Sewer Evaluation project (SW2207). Close SW2002, SW2004, SW2010, SW2208, SW2300, and SW2301.

The Solid Waste Project Fund is being amended by transferring \$160,000 from the Solid Waste Equipment project (DL2202) and allocating \$278,400 from the Solid Waste Fund to the Sanitation Site Improvements project (DL2200). Close DL2202.

The Aquatic Center Project Fund is being amended by transferring \$48,000 from the KAC Miscellaneous project (AQ2403) to the KAC Starting Blocks project (AQ2400).

The Public Art Commission Fund is being established by appropriating a total of \$10,000 to various line items within the new fund.

Attachments:

1. Budget Ordinance

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by increasing the Miscellaneous line (110-4804-481.70-13) by \$129,288 for funds received from Traveler's Insurance for the repair of the facility at Eastman Park and by reducing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$302,912 by allocating \$129,288 to the Facilities Improvements project (NC2221), reducing the Aesthetic Imp project (NC2301) by \$162,200, and reducing the Aesthetic Imp project (NC2400) by \$270,000, by reducing the Advertising & Publication line (110-4810-481.20-10) by \$6,200, increasing the To Solid Waste Fund line (110-4804-481.70-22) by \$278,400, and by increasing the To Fleet Fund line (110-4804-481.70-51) by \$160,000.

SECTION II. That the General Projects-Special Revenue Fund be amended by appropriating \$100,000 received from the TN Tourism Grant to the Observation Tower project (NC2415), by appropriating \$20,000 received from the Enbridge, Inc. Safe Community First Responder Program to the LNG Training project (NC2416), by reducing the Aesthetic Imp project (NC2301) by \$162,200 and the Aesthetic Imp project (NC2400) by \$270,000 for a total of \$432,200 being returned to the General Fund Close NC2301 & NC2400.

SECTION III. That the General Projects Fund be amended by transferring \$22,277 from the Street Resurfacing project (GP2100) to the Street Resurfacing project (GP2400), and by transferring \$438,400 from the PW Recycling Centers project (GP2207) to the Street Resurfacing project (GP2400).

SECTION IV. That the Solid Waste Fund be amended by appropriating \$278,400 from the General Fund to the From General Fund line (415-0000-391.01-00) and the Solid Waste Project Fund line (415-6996-696.76-03).

SECTION V. That the Sewer Project Fund be amended by transferring \$24,455 from the WWTP Equalization Basin project (SW2002) to the Litigation Contingency project (SW2208) in the amount of \$1,120, to the Pump Station Imp O&M project (SW2300) in the amount of \$17,397, and to the WWTP Equipment project (SW2305) in the amount of \$5,938, by transferring \$715 from the WWTP Digester Cleaning project (SW2010) to the WWTP Equipment project (SW2305), and by transferring \$26,122 from the Systemwide Flow Monitoring project (SW2004) to the W KPT Sewer Evaluation project (SW2207). Close SW2002, SW2004, SW2010, SW2208, SW2300, and SW2301.

SECTION VI. That the Solid Waste Project Fund be amended by transferring \$160,000 from the Solid Waste Equipment project (DL2202) and allocating \$278,400 from the Solid Waste Fund to the Sanitation Site Improvements project (DL2200). Close DL2202.

SECTION VII. That the Aquatic Center Project Fund be amended by transferring \$48,000 from the KAC Miscellaneous project (AQ2403) to the KAC Starting Blocks project (AQ2400).

SECTION VIII. That the Public Art Commission Fund be established by appropriating a total of \$10,000 to various line items within the fund.

Account Number/Description:

General Fund: 110

Revenues:

110-0000-368.99-00 Miscellaneous

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 150,000	\$ 129,288	\$ 279,288
Total:	150,000	129,288	279,288

Expenditures:

110-4804-481.70-22 To Solid Waste Fund
110-4804-481.70-35 To Gen Proj-Special Rev
110-4804-481.70-51 To Fleet Fund
110-4810-481.20-10 Advertising & Publication

	\$ 2,300,000	\$ 278,400	\$ 2,572,200
	1,273,557	(302,912)	970,645
	0	160,000	160,000
	11,000	(6,200)	4,800
Total:	3,584,557	129,288	3,707,645

General Projects-Special Revenue Fund: 111

Account Number/Description:

Facilities Improvements (NC2221)

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 605,000	\$ 129,288	\$ 734,288
Total:	605,000	129,288	734,288

Expenditures:

111-0000-601.90-03 Improvements

	\$ 605,000	\$ 129,288	\$ 734,288
Total:	605,000	129,288	734,288

Aesthetic Improvements (NC2301)

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 270,000	\$ (162,200)	\$ 107,800
Total:	270,000	(162,200)	107,800

Expenditures:

111-0000-601.20-22 Construction Contracts

	\$ 270,000	\$ (162,200)	\$ 107,800
Total:	270,000	(162,200)	107,800

Aesthetic Improvements (NC2400)

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 270,000	\$ (270,000)	\$ 0
Total:	270,000	(270,000)	0

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv

	\$ 270,000	\$ (270,000)	\$ 0
Total:	270,000	(270,000)	0

Observation Tower (NC2415)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	100,000	100,000
Total:	0	100,000	100,000

Expenditures:

111-0000-601.90-03 Improvements	\$ 0	\$ 100,000	\$ 100,000
Total:	0	100,000	100,000

LNG Training (NC2416)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-364.20-00 From Corporations	0	20,000	20,000
Total:	0	20,000	20,000

Expenditures:

111-0000-601.20-40 Travel Expense	\$ 0	\$ 5,000	\$ 5,000
111-0000-601.20-41 Registration Fee/Tuition	0	5,000	5,000
111-0000-601.20-45 Training	0	10,000	10,000
Total:	0	20,000	20,000

General Project Fund: 311

Account Number/Description:

Street Resurfacing (GP2100)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	163,943	0	163,943
311-0000-368.10-66 Series 2019 GO Improvement	271,056	0	271,056
311-0000-368.21-01 Premium From Bond Sale	19,550	0	19,550
311-0000-391.01-00 From General Fund	942,016	(22,277)	919,739
Total:	1,396,565	(22,277)	1,374,288

Expenditures:

311-0000-601.20-22 Construction Contracts	\$ 1,344,002	\$ (39,715)	\$ 1,304,287
311-0000-601.20-23 Arch/Eng/Landscaping Serv	52,563	17,438	70,001
Total:	1,396,565	(22,277)	1,374,288

PW Facilities (GP2207)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	27,555	0	27,555
311-0000-368.10-69 GO Bonds Series 2021	276,150	0	276,150
311-0000-368.10-72 GO Bonds Series 2023	910,898	(438,400)	472,498
311-0000-368.21-01 Premium From Bond Sale	50,793	0	50,793
Total:	1,265,396	(438,400)	826,996

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	925,000	(409,115)	515,885
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	87,302	87,302
311-0000-601.40-41 Bond Sale Expense	12,841	1	12,842
311-0000-601.90-01 Land	75,641	0	75,641
311-0000-601.90-03 Improvements	251,914	(116,588)	135,326
Total:	330,826	(438,400)	826,996

Street Resurfacing (GP2400)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	3,400,000	0	3,400,000
311-0000-368.10-72 GO Bonds Series 2023	0	438,400	438,400
311-0000-391.01-00 From General Fund	0	22,277	22,277
Total:	3,400,000	460,677	3,860,677

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	3,000,000	328,477	3,328,477
311-0000-601.20-23 Arch/Eng/Landscaping Fee	400,000	132,200	532,200
Total:	3,400,000	460,677	3,860,677

Solid Waste Fund: 415

Account Number/Description:

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
415-0000-391.01-00 From General Fund	2,300,000	278,400	2,578,400
Total:	2,300,000	278,400	2,578,400

Expenditures:

	\$	\$	\$
415-6996-696.76-03 Solid Waste Project Fund	0	278,400	278,400
Total:	0	278,400	278,400

Sewer Project Fund: 452

Account Number/Description:

WWTP Equalization Basin (SW2002)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	737,000	(24,455)	712,545
Total:	737,000	(24,455)	712,545

Expenditures:	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	737,000	(24,455)	712,545
Total:	737,000	(24,455)	712,545

Litigation Contingency (SW2208)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	0	1,120	1,120
452-0000-391.42-00 From Sewer Fund	5,000	0	5,000
Total:	5,000	1,120	6,120

Expenditures:	\$	\$	\$
452-0000-606.20-20 Professional/Consultant	5,000	1,120	6,120
Total:	5,000	1,120	6,120

Pump Sta Imp O&M (SW2300)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	0	17,397	17,397
452-0000-391.42-00 From Sewer Fund	300,000	0	300,000
Total:	300,000	17,397	317,397

Expenditures:	\$	\$	\$
452-0000-606.90-19 Pump Stations	300,000	17,397	317,397
Total:	300,000	17,397	317,397

WWTP Equipment (SW2305)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	208,416	5,938	214,354
452-0000-391.05-69 GO Bonds Series 2021	0	715	715
Total:	208,416	6,653	215,069

Expenditures:	\$	\$	\$
452-0000-606.90-04 Equipment	208,416	6,653	215,069
Total:	208,416	6,653	215,069

WWTP Digester Cleaning (SW2010)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	30,217	0	30,217
452-0000-391.05-69 GO Bonds Series 2021	455,000	(715)	454,285
452-0000-391.42-00 From Sewer Fund	150,000	0	150,000
Total:	635,217	(715)	634,502
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-22 Construction Contracts	635,217	(715)	634,502
Total:	635,217	(715)	634,502

Systemwide Flow Monitoring (SW2004)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	264,900	0	264,900
452-0000-391.42-00 From Sewer Fund	125,000	(26,122)	98,878
Total:	389,900	(26,122)	363,778
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	389,900	(26,122)	363,778
Total:	389,900	(26,122)	363,778

West Kingsport Sewer Evaluation (SW2207)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	213,398	26,122	239,520
Total:	213,398	26,122	239,520
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	213,398	26,122	239,520
Total:	213,398	26,122	239,520

Account Number/Description:

Solid Waste Project Fund: 455

Sanitation Site Improvements (DL2200)

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.13-00 From Solidwaste Mgmt Fund	200,000	438,400	638,400
Total:	200,000	438,400	638,400
<u>Expenditures:</u>	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	200,000	438,400	638,400
Total:	200,000	438,400	638,400

Solid Waste Equipment (DL2202)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.13-00 From Solid Waste Fund	160,000	(160,000)	0
Total:	160,000	(160,000)	0
<u>Expenditures:</u>	\$	\$	\$
455-0000-601.90-04 Equipment	160,000	(160,000)	0
Total:	160,000	(160,000)	0

Account Number/Description:

Aquatics Project Fund: 459

KAC Starting Blocks (AQ2400)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
459-0000-391.05-49 GO Bonds Series 2018 C	72,109	0	72,109
459-0000-391.37-00 From Aquatic Center	55,891	48,000	103,891
Total:	128,000	48,000	176,000
<u>Expenditures:</u>	\$	\$	\$
459-0000-629.90-03 Improvements	128,000	48,000	176,000
Total:	128,000	48,000	176,000

KAC Miscellaneous (AQ2403)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	200,000	(48,000)	152,000
Total:	200,000	(48,000)	152,000
<u>Expenditures:</u>	\$	\$	\$
459-0000-629.90-03 Improvements	200,000	(48,000)	152,000
Total:	200,000	(48,000)	152,000

Account Number/Description:

Fleet Maintenance Fund: 511

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
511-0000-391.01-00 From General Fund	0	160,000	160,000
Total:	0	160,000	160,000
<u>Expenditures:</u>	\$	\$	\$
511-5008-501.20-99 Miscellaneous	2,000	30,000	32,000
511-5008-501.90-10 Replacement Vehicles	6,687,370	130,000	6,817,370
Total:	6,689,370	160,000	6,849,370

Account Number/Description:

Public Art Commission Fund: 619

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
619-0000-341.30-65 Gift Shop Sales	0	2,500	2,500
619-0000-341.30-75 Program Leases	0	1,000	1,000
619-0000-364.10-00 From Individuals	0	2,500	2,500
619-0000-364.20-00 From Corporations	0	2,500	2,500
619-0000-364.30-00 From Non-Profit Groups		1,000	1,000
619-0000-368.99-00 Miscellaneous	0	500	500
Total:	0	10,000	10,000

Expenditures:

	\$	\$	\$
619-4512-471.20-20 Professional/Consultant	0	2,000	2,000
619-4512-471.20-99 Miscellaneous	0	2,000	2,000
619-4512-471.30-20 Operating Supplies & Tool	0	2,000	2,000
619-4512-471.30-22 Maintenance Supplies	0	2,000	2,000
619-4512-471.90-03 Improvements	0	2,000	2,000
Total:	0	10,000	10,000

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate the Additional Funds for the FTAAAD Grant Amendment

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

Action Form No.: AF-13-2024
 Work Session: January 16, 2024
 First Reading: January 16, 2024

Final Adoption: February 6, 2024
 Staff Work By: Shirley Buchanan
 Presentation By: Michael T. Borders

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

If approved the City will amend the agreement with the First Tennessee Development District's Area Agency on Aging (FTAAAD) for \$25,000 of additional Senior Center funding providing by American Rescue Plan (ARP) dollars.

The First Tennessee Development District's Area Agency on Aging (FTAAAD) serves as a pass through for funding from the Tennessee Commission on Aging and Disability for Senior Center funding. This fiscal year the FTAAAD has extra funding available for the Senior Center. \$20,000 is ARP Title III-B: Support Services funding, and \$5,000 is ARP Title III-D: Support Services funding for evidence-based programming. The additional funding total is \$25,000 and it requires a 10% percent match.

With the Amendment the total amount for FY24 will be \$55,810. The grant funds are broken down as follows: \$18,810 for State Senior Center, \$12,000 for Federal Transportation, \$5,000 for Federal Evidence Based Programming, and \$20,000 Federal Senior Center Support Services.

The Senior Center plans on utilizing the additional \$20,000 to update the front office to accommodate the growing membership, with class and activities sign ups, and new memberships. The additional \$5,000 will be used for evidence-based exercise programs for the remaining of FY 24.

Ten percent matching funds are required for each line item. These matching funds are provided in the Kingsport Senior Center operating budget.

Attachments:

1. Ordinance

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

Item X1.

ORDINANCE NO.

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

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

SECTION I. That the General Fund be increased by appropriating a grant from the First Tennessee Development District’s Area Agency on Aging in the amount of \$25,000.

Account Number/Description:

General Fund: 110

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-332.71-00 FTDD Area Agency on Aging	31,000	\$25,000	\$56,000
Total:	31,000	\$25,000	\$56,000

Expenditures:

	\$	\$	\$
110-4520-472.20-20 Professional/Consultant	50,210	\$25,000	\$75,210
Total:	50,210	\$25,000	\$75,210

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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund be increased by appropriating a grant from the First Tennessee Development District’s Area Agency on Aging in the amount of ~~\$10,000~~ \$25,000.

Account Number/Description:

General Fund: 110

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-332.71-00 FTDD Area Agency on Aging	31,000	\$22,500	\$53,500
Total:	31,000	\$22,500	\$53,500

Expenditures:

	\$	\$	\$
110-1501-411.20-20 Professional/Consultant	50,210	\$22,500	\$72,710
Total:	50,210	\$22,500	\$72,710

Account Number/Description:

General Fund: 110

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-332.71-00 FTDD Area Agency on Aging	31,000	\$25,000	\$56,000
Total:	31,000	\$25,000	\$56,000

Expenditures:

	\$	\$	\$
110-4520-472.20-20 Professional/Consultant	50,210	\$25,000	\$75,210
Total:	50,210	\$25,000	\$75,210

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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

Item X1.



AGENDA ACTION FORM

Consideration of a Resolution to Reject All Bids for the Sewer Vactor Truck Dewatering Pad Project

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

Action Form No.: AF-32-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: David Harris
Presentation By: Ryan McReynolds

Recommendation:
Approve the resolution.

Executive Summary:
Bids were opened on November 29, 2023 for the Sewer Vactor Truck Dewatering Pad project. There were two interested bidders who attended the pre-bid conference, and there were two bids submitted for the project. The project is being partially funded with American Rescue Plan (ARP) funds, which requires Tennessee Department of Environment and Conservation (TDEC) approval. Unfortunately, TDEC rejected the bids because of a new rule that requires project bid advertisements on the GoDBE website. Therefore, it is recommended and necessary that bids from Glass Machinery & Excavation Co. and GRC Civil Services, Inc. be rejected, with a project bid re-advertisement at a later date.

- Attachments:**
1. Resolution
 2. Bid Opening Minutes

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE
SEWER VACTOR TRUCK DEWATERING PAD PROJECT

WHEREAS, bids were opened November 29, 2023 for the Sewer Vactor Truck Dewatering Pad project; and

WHEREAS, due to new advertising requirements by the Tennessee Department of Environment and Conservation (TDEC) which must be met due to the project being partially funded by American Rescue Plan funds, it is necessary to reject the bids and re-bid the project at a later date.

Now therefore,

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

SECTION I. That all bids opened November 29, 2023, relating to the Sewer Vactor Truck Dewatering Pad project are rejected.

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager;
David Harris, Engineering

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

The Procurement Manager opened with the following bids:

Sewer Vactor Truck Dewatering Pad	
Vendor:	Lump Sum:
Glass Machinery & Excavation Co.	\$497,928.17
GRC Civil Services, Inc.	\$542,245.00

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



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with Cintas for Rental Uniforms, Mats, and Mops Utilizing Omnia Partners Cooperative

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

Action Form No.: AF-34-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Committee
Presentation By: C. McCartt, R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

City of Kingsport supplies some of their departments with uniform rentals, including public works, utilities, property maintenance, fleet maintenance, parks & recreation, and Bays Mountain Park. The City has received a quote for mats, mops, and rental uniforms from Cintas utilizing Omnia Partners Cooperative Contract # R-BB-19002. Omnia Partners is a cooperative purchasing organization for public sector procurement. All Omnia contracts have been competitively solicited and publicly awarded by lead agencies using applicable procurement laws and regulations.

We have used Cintas for the past 3 years and have been happy with the services they have provided. Cintas maintains a facility located in Kingsport where they launder and store some of their uniforms and employ 90 people. This service includes pickup and drop off of uniforms at all of the locations, laundering services, repairs, and replacement of damaged garments. The estimated annual cost for this service is \$81,400.

Funding is identified in various department accounts

Attachments:

- 1. Resolution
- 2. Cintas Agreement

Item XI2.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION FOR UNIFORM RENTAL SERVICES FOR VARIOUS CITY DEPARTMENTS THROUGH THE OMNIA PARTNERS COOPERATIVE

WHEREAS, the city would like to enter into an agreement to purchase uniform rental services, mats and mops for various city departments from Cintas; and

WHEREAS, the city is a member of Omnia Partners Cooperative (formerly National IPA and US Communities), a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by Tennessee Code Annotated section 12-3-1205; and

WHEREAS, in order to purchase the uniforms, the city will need to enter into an agreement with Cintas for a period of 36 months, in an annual amount not to exceed \$81,400; and

WHEREAS, funding is available in various department accounts.

Now therefore,

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

SECTION I. That the mayor is authorized to execute an agreement with Cintas to purchase uniform rental services for a term of 36 months, in an annual amount not to exceed \$81,400.

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FACILITIES SOLUTIONS AGREEMENT

Location No. 56M

Contract No. R-BB-19002

Customer No. All

Main Corporate Code → **New CC 13218**

Date 10/31/2023

Customer/Participating Agency City of Kingsport

Phone (423) 378-2100

Address 415 Broad Street City Kingsport State TN Zip 37660

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	Work Shirt (Short or Long Sleeve)	.136
270	Cargo Pant (Men's)	.311
945	Work Pants	.157
970	Work Jacket	.388
383	Carhartt Dungaree Pants	.411
280/290	Carhartt Flame Resistant Jeans	.553
294	Carhartt Flame Resistant Shirts	.411
64356	Flame Resistant Jacket	.916
374	Oxford Shirts	.244

- This agreement is effective as of this date from 4/1/2024 – 03/31/2027 with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ N/A ea • Company Emblem \$ N/A ea
 - Customer Emblem \$ n/a ea • Embroidery \$ n/a ea
 - COD Terms \$ n/a per week charge for prior service (if Amount Due is Carried to Following Week)
 - Automatic Lost Replacement Charge: Item n/a % of Inventory n/a \$ n/a Ea.
 - Automatic Lost Replacement Charge: Item n/a % of Inventory n/a \$ n/a Ea.
 - Minimum Charge \$ 5 per delivery.
 - Make-Up charge \$ N/A per garment.
 - Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.10 per garment.
 - Seasonal Sleeve Change \$ n/a per garment.
 - Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
 - Artwork Charge for Logo Mat \$ n/a
 - Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5 per garment will be assessed for employee's size changed within 4 weeks of installation.
 - Other Uniform Advantage .02, Prep Advantage .015, Emblem Advantage .015

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	10184	3x5 Scraper Mats	EOW	All	6.397
	9207	Sanis Bowl Clips	EOW	All	3.467
	2570	24" Dust Mops	EOW	All	.517
	2604	48" Dust Mops	EOW	All	.840
	8XXX	3x5 Mats	EOW	All	2.584
	8XXX	4x6 Mats	EOW	All	3.661
	8XXX	3x10 Mats	EOW	All	6.931

Item XI2.

*Indicated bundled items/services

- _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer. _____
- _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase
all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: 56M Please Sign Name _____

By: Rob Nester Please Print Name _____

Title: Key Account Manager Please Print Title _____

Accepted-GM: _____ Email _____

ATTEST:

APPROVED AS TO FORM:

CITY RECORDER

ATTORNEY

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Addendum to Facilities Solution Agreement

Cintas Corporation agrees to provide services to the agreed upon location of the City of Kingsport as governed by the Facilities Solutions Agreement entered into on 10/31/2021 by and between Cintas Corporation and City of Kingsport. Both parties agree to the program changes below to the previous agreement dated 4/1/2021.

- Customer will receive no price increases through December 31, 2024.
- Customer is adding garment insurance (uniform advantage, prep advantage, and emblem advantage). This program covers the costs of damaged garments, preparation of new garments, and the cost of emblems. In return garment pricing was reduced by .05 per garment to cover the garment insurance cost (garment rates are listed on the Facilities Solution Agreement).
- Lost Garment Rates will change to \$10 for work shirts, work pants, cargo pants, and oxford shirts. Lost garment rates will change to \$20 for Carhartt Flame Resistant shirts or pants and work jackets.

Cintas Corporation

City of Kingsport

ATTEST:

APPROVED AS TO FORM:

CITY RECORDER _____

ATTORNEY _____



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Various Fleet Maintenance Items

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

Action Form No.: AF-38-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Committee
Presentation By: C. McCartt, R. McReynolds

Recommendation:
Approve the Resolution

Executive Summary:
Bids were opened on January 9, 2024 for the purchase of various fleet maintenance inventory items stocked at the Fleet Maintenance Department warehouse located @ 625 W. Industry Drive. The bid was issued to secure pricing for a twelve month time frame and included a total of 204 items to be purchased on an as needed basis.

The invitation to bid was publicly advertised on December 2, 2023 in the Kingsport Times News and downloadable bid documents were posted on the Purchasing Department’s website for a time period of 38 calendar days. Bids were received from 9 vendors. Low bids from one of the vendors is in excess of \$50,000.00 for various items. As a result of that bidder’s offering, BMA approval is required for that bid only. Seven bidders are to be awarded purchase orders as a result of their replies to this bid.

The bid from Free Service Tire offered low pricing for various items totaling \$53,495.00.

The City is not required to purchase any of the items from this bid unless and until those items are needed as defined by the requirements of the bid. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation to Bid. Funding available in various accounts.

- Attachments:**
- 1. Resolution
 - 2. Bid Opening Minutes available for review @ <https://www.kingsporttn.gov/city-services/purchasing/>
 - 3. Bid Award Summary

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

Item X13.

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
VARIOUS FLEET MAINTENANCE ITEMS TO FREE SERVICE
TIRE AND AUTHORIZING THE CITY MANAGER TO EXECUTE
PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened January 9, 2024, for the purchase of various fleet maintenance inventory items to be stocked at the Fleet Maintenance Department warehouse located at 625 West Industry Drive; and

WHEREAS, upon review of bids, the board finds that Free Service Tire is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or services desired, and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase various fleet maintenance inventory items as set out in the Fleet Maintenance bid opening minutes, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> from Free Service Tire at an amount up to \$53,495.00; and

WHEREAS, the various items will be purchased on an as needed basis; and

WHEREAS, funding for these bids is identified in various accounts.

Now therefore,

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

SECTION I. That the bid for purchase of fleet maintenance inventory items as set out in the "Various Fleet Maintenance Items Supplemental Information" as detailed in the "Various Fleet items – Bid Opening Date January 9, 2024", available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the fleet department is awarded to Free Service Tire at an amount up to \$53,495.00, and the city manager is authorized and directed to execute a purchase order for the same.

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ATTACHMENT A

Various Fleet Maintenance Items Bid Award Summary

Bid Opening Date – January 9, 2024

Vendor	Purchase Order #	Amount
TruckPro	AA1184	\$22,601.36
Fisher Auto Parts, Inc.	AA1185	\$4,553.50
Ken Smith Auto Parts	AA1186	\$6,944.10
Summers Hardware & Supply Co.	AA1187	\$1,893.48
Hutchens Rentz Eden	AA1188	\$31,362.95
Free Service Tire	AA1189	\$53,495.00
Southern Tire Mart LLC	AA1190	\$9,944.56



AGENDA ACTION FORM

Consideration of a Resolution to Amend Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy #12

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

Action Form No.: AF-29-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Tyra Copas
Presentation By: Tyra Copas

Recommendation:

Approve the Resolution to Amend the Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy #12.

Executive Summary:

In July 2023 the State of Tennessee passed the Tennessee Pregnant Workers Fairness Act (TPWFA), which requires employers with 15 or more employees to provide reasonable accommodations for medical needs related to pregnancy, childbirth, or other similar medical conditions. The Act applies to applicants and employees, and an employer must provide reasonable accommodations unless such accommodations would create an undue hardship on the employer.

The proposed policy amends the existing Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy by adding two additional sections related to accommodations in the Tennessee Pregnant Workers Fairness Act.

Summary of Changes:

- Update the title of the policy by removing “Leave for” as the updates address both leave and accommodations.
- Addition of a section related to break time as outlined by TPWFA
- Addition of a section related to private space as outlined by TPWFA

Attachments:

1. Resolution
2. Adoption, Pregnancy, Childbirth, and Infant Nursing Policy #12– Draft

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

Item X14.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2008-213, ESTABLISHING A POLICY FOR ADOPTION, PREGNANCY, CHILDBIRTH, AND INFANT NURSING FOR CITY EMPLOYEES

WHEREAS, the city adopted the Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing policy for city employees with Resolution No. 2008-213, effective May 20, 2008; and

WHEREAS, in July, 2023, the State of Tennessee passed the Tennessee Pregnant Workers Fairness Act (TPWFA), which requires employers with 15 or more employees to provide reasonable accommodations for medical needs related to pregnancy, childbirth, or other similar medical conditions; and

WHEREAS, the proposed policy amendment shall replace the existing Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy to comply with the Tennessee Pregnant Workers Fairness Act and specifically adds provisions related to break time and private space.

Now, therefore,

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

SECTION I. That Resolution No. 2008-213 adopting an Adoption, Pregnancy, Childbirth, and Infant Nursing Policy is amended by substituting the following in place of the existing policy in its entirety:

Leave for adoption, pregnancy, childbirth, and infant nursing is provided pursuant to the Tennessee Maternity Leave Act (T.C.A. Section 4-21-408) as amended. Adoption, pregnancy, childbirth and infant nursing may be events eligible for leave pursuant to federal law such as FMLA and ADA which may also be applicable.

T.C.A. Section 4-21-408 requires that its provisions be set out verbatim in the personnel policies.

T.C.A. Section 4-21-408 states:

(a) Employees who have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child.

(b) (1) Employees who give at least three (3) months' advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

(2) Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

(3) Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights

and benefits under this section solely because of their failure to give three (3) month's advance notice.

(c) (1) Leave may be with or without pay at the discretion of the employer. Such leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employee's employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless the city so provides for all employees on leaves of absence.

(2) If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave period.

(3) The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.

(4) Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

(d) Nothing contained within the provisions of this section shall be construed to:

(1) Affect any bargaining agreement or company policy that provides for greater or additional benefits than those required under this section;

(2) Apply to any employer who employs fewer than one hundred (100) full-time employees on a permanent basis at the job site or location; or

(3) Diminish or restrict the rights of teachers to leave pursuant to title 49, chapter 5, part 7, or to return or to be reinstated after leave.

(e) The provisions of this section shall be included in the next employee handbook published by the employer after May 27, 2005.

An employee may use available sick and vacation leave during leave for adoption, pregnancy, childbirth, and infant nursing. Once all available paid leave is exhausted, the balance of the leave will be unpaid.

Should a leave need to be extended due to complications of the pregnancy, a request for an extension along with a licensed medical practitioner's statement indicating the problem and anticipated length of absence should be submitted to the Human Resources Director.

Leave taken for adoption, pregnancy, childbirth, and infant nursing counts as time toward Family and Medical Leave Act (FMLA) leave and runs concurrently with FMLA leave.

Employees who are approved for adoption, pregnancy, childbirth, and infant nursing leave must make arrangements with the Human Resources Department to assure continuation of applicable benefits.

The city adheres to the Tennessee Pregnant Workers Fairness Act for accommodations related to pregnant workers. For specific accommodations, employees and applicants should contact the Human Resources Department.

Break Time to Pump Breast Milk

Covered employees have the right to take reasonable break time to express breast milk for their nursing child. For one year after the child's birth, employees may take reasonable break time "each

time such employee needs to express the milk." The city will not deny a covered employee a needed break to pump. The frequency and duration of breaks needed to express milk may vary depending on factors related to the nursing employee and the child. Factors such as the location of the space and the steps reasonably necessary to express breast milk, such as pump setup, may also affect the duration of time an employee will need to express milk and will be considered.

Private Space to Pump Breast Milk

The city will provide covered employees with "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk." Under the FLSA, a bathroom, even if private, is not a permissible location for the employer to provide for pumping breast milk.

The location provided will be functional as a space for expressing breast milk. If the space is not dedicated to the nursing employee's use, it will be made available when needed by the employee. A space temporarily created or converted into a space for expressing breast milk or made available when needed by the nursing employee is sufficient provided that the space is shielded from view and free from any intrusion from co-workers and the public.

Other Provisions

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

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

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**CITY OF KINGSPORT
PERSONNEL POLICIES**

SECTION NO: 12	REPLACEMENT/AMENDS: <u>2008-213</u>
SUBJECT: Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing	
RESOLUTION NUMBER: 2008-213, <u>29-2024</u>	EFFECTIVE DATE: May 20, 2008, <u>February 5, 2024</u>

Leave for adoption, pregnancy, childbirth, and infant nursing is provided pursuant to the Tennessee Maternity Leave Act (T.C.A. Section 4-21-408) as amended. Adoption, pregnancy, childbirth and infant nursing may be events eligible for leave pursuant to federal law such as FMLA and ADA which may also be applicable.

T.C.A. Section 4-21-408 requires that its provisions be set out verbatim in the personnel policies.

T.C.A. Section 4-21-408 states:

(a) Employees who have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child.

(b) (1) Employees who give at least three (3) months' advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

(2) Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

(3) Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) month's advance notice.

(c) (1) Leave may be with or without pay at the discretion of the employer. Such leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employee's employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless the city so provides for all employees on leaves of absence.

(2) If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave period.

(3) The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another

employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.

(4) Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

(d) Nothing contained within the provisions of this section shall be construed to:

(1) Affect any bargaining agreement or company policy that provides for greater or additional benefits than those required under this section;

(2) Apply to any employer who employs fewer than one hundred (100) full-time employees on a permanent basis at the job site or location; or

(3) Diminish or restrict the rights of teachers to leave pursuant to title 49, chapter 5, part 7, or to return or to be reinstated after leave.

(e) The provisions of this section shall be included in the next employee handbook published by the employer after May 27, 2005.

An employee may use available sick and vacation leave during leave for adoption, pregnancy, childbirth, and infant nursing. Once all available paid leave is exhausted, the balance of the leave will be unpaid.

Should a leave need to be extended due to complications of the pregnancy, a request for an extension along with a licensed medical practitioner's statement indicating the problem and anticipated length of absence should be submitted to the Human Resources ~~Manager~~Director.

Leave taken for adoption, pregnancy, childbirth, and infant nursing counts as time toward Family and Medical Leave Act (FMLA) leave and runs concurrently with FMLA leave.

Employees who are approved for adoption, pregnancy, childbirth, and infant nursing leave must make arrangements with the Human Resources Department to assure continuation of applicable benefits.

The city adheres to the Tennessee Pregnant Workers Fairness Act for accommodations related to pregnant workers. For specific accommodations, employees and applicants should contact the Human Resources Department.

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Covered employees have the right to take reasonable break time to express breast milk for their nursing child. For one year after the child's birth, employees may take reasonable break time "each time such employee needs to express the milk." The city will not deny a covered employee a needed break to pump. The frequency and duration of breaks needed to express milk may vary depending on factors related to the nursing employee and the child. Factors such as the location of the space and the steps reasonably necessary to express breast milk, such as pump setup, may also affect the duration of time an employee will need to express milk and will be considered.

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The city will provide covered employees with "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk." Under the FLSA, a bathroom, even if private, is not a permissible location for the employer to provide for pumping breast milk.

The location provided will be functional as a space for expressing breast milk. If the space is not dedicated to the nursing employee's use, it will be made available when needed by the employee. A space temporarily created or converted into a space for expressing breast milk or made available when needed by the nursing employee is sufficient provided that the space is shielded from view and free from any intrusion from co-workers and the public.

Other Provisions

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

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes Item XI4. all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A

finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply and Accept a Section 5339 TDOT Capital Grant Matching Contract for Transit Vehicles.

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

Action Form No.: AF-18-2024
Work Session: February 5, 2024
First Reading: February 6, 2024
Final Adoption: February 6, 2024
Staff Work By: Candace Sherer
Presentation By: Candace Sherer

Recommendation:

Approve the Resolution.

Executive Summary:

On June 20, 2023, the BMA approved the resolution authorizing the Mayor to execute all documents necessary to Apply and Accept a Section 5339 Capital Grant (FTA-027) for Transit Vehicles from the US Department of Transportation. (AF-181-2023). This request is to approve the state matching portion from the Tennessee Department of Transportation in the amount of \$24,908.

Funding Breakdown: Total projected project cost to purchase 3 public transit vehicles is approximately \$332,100. Projected costs per agency: Federal- (85%) \$282,285 State- (7.5%) \$24,908 Local- (7.5%) \$24,908.

Attachments:

Resolution
Contract

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION TO ACCEPT A MATCHING GRANT FOR A SECTION 5339 CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR TRANSIT VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on June 20, 2023, the board approved Resolution No. 2023-294 which authorized the mayor to execute all documents necessary to apply for and accept a Section 5339 Capital Grant (FTA-027) for Transit Vehicles from the US Department of Transportation in the amount of \$332,100.00, and included a local match of \$24,908.00; and

WHEREAS, the 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities, and specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities; and

WHEREAS, the grant included a match from the State of Tennessee, in the amount of \$24,908.00 and requires the contract set out below to be executed.

Now therefore,

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

SECTION I. That the Grant Contract with the State of Tennessee for matching funds in the amount of \$24,908.00 for transit vehicles as a component of the Section 5339 Capital Grant, 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 Grant Contract with the State of Tennessee for matching funds in the amount of \$24,908.00 for transit vehicles, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

**GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSFORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required,

described, and detailed in this Grant Contract.

A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA).

A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C.

§ 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.

A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);

b. the 5339 Program application;

c. the most current TDOT State Management Plan approved by FTA; and

d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on August 2, 2023 ("Effective Date") and ending on December 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-four Thousand, Nine Hundred Eight Dollars and No Cents (\$24,908.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200 Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.

(3) Invoice Period (to which the reimbursement request is applicable).

(4) Grant Contract Number (assigned by the State).

(5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.

(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).

(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure

reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

- ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant

state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain

responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general,

special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or

agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Reserved.**

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and

deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings,

representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section

b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the

rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and

(2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. Capital Asset. The Grantee shall:

(a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.

(b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.

(c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.

(d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.

(e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.

(f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:

a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.

b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.

c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

b) Property Damage Liability – minimum of \$300,000.00 per incident.

c) Comprehensive – maximum deductible of \$500.00.

d) Collision – maximum deductible of \$500.00.

e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

(g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):

For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and

(3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State’s share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

TDOT PROJECT NO.: 825339-S3-009
 FTA PROJECT NO.: TN2023-027
 DGA NO.: DG24-77816

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 8/2/2023		End Date 12/31/2026		Agency Tracking # 40100-51015	
Edison ID 77816				Edison Vendor ID 1562	
Grantee Legal Entity Name City of Kingsport				Edison Vendor ID 1562	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number # 20.526 Grantee's fiscal year end June 30			
Service Caption (one line only) FFY 2020, 2021, 2022 – 5339 Bus and Bus Facilities Program– Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$24,908.00				\$24,908.00
TOTAL:	\$24,908.00				\$24,908.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Applications are based on formula, census population, county count, vehicle count, and other probable demographic factors.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG Z-24-BP00-14	
Speed Chart (optional)		Account Code (optional) 71302000			

Address # 17

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
 - b. the 5339 Program application;
 - c. the most current TDOT State Management Plan approved by FTA; and
 - d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on August 2, 2023 ("Effective Date") and ending on December 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-four Thousand, Nine Hundred Eight Dollars and No Cents (\$24,908.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items

include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
 Tennessee Department of Transportation
 Multimodal Transportation Resources Division
 James K. Polk Building, Suite 1200
 505 Deaderick Street
 Nashville, Tennessee 37243
 Brenden.henderson@tn.gov
 Telephone # (615) 253-4942
 FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
 Public Transportation Manager
 Kingsport Area Transit Service
 900 East Main Street
 Kingsport, Tennessee 37660
 ChrisCampbell@KingsportTn.gov
 Telephone # (423) 224-2857
 FAX # (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17")

in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant

Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**

- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;

- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee’s policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):
- For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public

transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

PATRICK SHULL, MAYOR

DATE

BART ROWLETT, CITY ATTORNEY

DATE

ANGELA MARSHALL, CITY RECORDER

DATE

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY COMMISSIONER

DATE

**JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

TDOT PROJECT NO.: 825339-S3-009
 FTA PROJECT NO.: TN2023-027
 DGA NO.: DG24-77816

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT	\$24,908.00	\$282,285.00	\$24,908.00	\$24,907.00	\$332,100.00
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$24,908.00	\$282,285.00	\$24,908.00	\$24,907.00	\$332,100.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 825339-S3-009
 FTA PROJECT NO.: TN2023-027
 DGA NO.: DG24-77816

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S1 Capital Assistance, ADA - TDOT	\$24,908.00	\$282,285.00	\$24,908.00	\$24,907.00	\$332,100.00
TOTAL	\$24,908.00	\$282,285.00	\$24,908.00	\$24,907.00	\$332,100.00



AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Memorandum of Agreement Between the Federal Highway Administration and the Tennessee State Historic Preservation Officer for the Brickyard Park Bicycle-Pedestrian Bridge Over CSX Railroad at Centennial Park

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

Action Form No.: AF-40-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
The city is currently working thru various preliminary design tasks for the proposed construction of a bicycle / pedestrian bridge over the CSX railroad tracks at Cherokee Street connecting the Brickyard Park development to Centennial Park and downtown Kingsport. This area of construction includes a portion of Clinchfield Railroad Station loading platform which is eligible for listing in the National Register of Historic Places.

This project is partially funded using Federal-Aid Program funds administered by the Federal Highway Administration (FHWA) through the Tennessee Department of Transportation (TDOT). Therefore, it is necessary to comply with the National Historic Preservation Act of 1966 concerning the Area of Potential Effects.

It is recommended to enter into a Memorandum of Agreement between the Federal Highway Administration and the Tennessee State Historic Preservation Officer regarding the proposed Brickyard Park Bicycle-Pedestrian Bridge over CSX Railroad at Centennial Park. This Memorandum of Agreement Includes documentation and interpretive signage at the site of the Clinchfield Railroad Station as well as an archaeological survey of the proposed area if human remains or cultural items are discovered.

- Attachments:**
1. Resolution
2. Memorandum of Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER FOR THE PEDESTRIAN BRIDGE AT CENTENNIAL PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city is in the process of working with the Federal Highway Administration and the Tennessee Department of Transportation to build a pedestrian bridge across the CSX railroad tracks at Centennial Park to connect downtown to the Brickyard Park development; and

WHEREAS, as a portion of the funding is administered by the Federal Highway Administration it is necessary to comply with the National Historic Preservation Act of 1966 concerning the Area of Potential Effects; and

WHEREAS, it is recommended that a Memorandum of Agreement be entered into with the Federal Highway Administration and Tennessee State Historic Preservation Officer for the project, which makes provision for documentation and interpretive signage at the site of the Clinchfield Railroad Station as well as an archaeological survey of the proposed area if human remains or cultural items are discovered.

Now therefore,

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

SECTION I. That the Memorandum of Agreement with the Federal Highway Administration and the Tennessee State Historic Preservation Officer relative to the pedestrian bridge railroad crossing at Centennial Park, 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 Memorandum of Agreement between the Federal Highway Administration and the Tennessee State Historic Preservation Officer regarding the Proposed Brickyard Park Bicycle-Pedestrian Bridge over CSX Railroad at Centennial Park, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

MEMORANDUM OF AGREEMENT
between
THE FEDERAL HIGHWAY ADMINISTRATION
and
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER
regarding
THE PROPOSED BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE OVER CSX RAILROAD
AT CENTENNIAL PARK
KINGSPORT, SULLIVAN COUNTY PURSUANT TO 36 CFR PART 800.6(b)(1)(iv)

WHEREAS, the City of Kingsport proposes to construct a bicycle-pedestrian bridge over the CSX railroad tracks at Cherokee Street to connect the Brickyard Park development to Centennial Park and downtown Kingsport (UNDERTAKING) using Federal-Aid Highway Program funds administered by the Federal Highway Administration (FHWA) through the Tennessee Department of Transportation (TDOT);

WHEREAS, the UNDERTAKING is a federal undertaking and thus subject to compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; and

WHEREAS, the Area of Potential Effects (APE) for architectural resources is defined as the proposed and existing ROW and easements within project area and a 500 foot buffer area surrounding the project area; and

WHEREAS, FHWA determined that the APE for the UNDERTAKING contains one resource listed in the National Register of Historic Places: Clinchfield

Railroad Station and one historic resource eligible for listing: Clinchfield Railroad; and

WHEREAS, TDOT on behalf of the FHWA filed a Documentation of Effect Report pursuant to 36 CFR § 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) with the TN- SHPO; and

WHEREAS, the Documentation of Effect Report stated that the Project constitutes an adverse effect to the National Register-listed Clinchfield Railroad Station; and

WHEREAS, on F e b r u a r y 10, 2023 the TN-SHPO agreed with the adverse effect determination to the Clinchfield Railroad Station pursuant to 36 CFR § 800.5 (Appendix B); and

WHEREAS, TDOT and the City of Kingsport have participated in the consultation and have been invited to sign this MOA as “invited signatories”; and

WHEREAS, FHWA has consulted with Native American Tribes regarding the UNDERTAKING and has invited the Cherokee Nation to sign this MOA as “concurring parties” (Appendix B); and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and as of November 9, 2023, the ACHP chose not to participate in the consultation pursuant to 36 C.F.R. § 800 .6(a)(1)(iii); and

NOW THEREFORE, the FHWA and the TN-SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on the historic property and these stipulations shall constitute full, complete, and adequate mitigation measures under the National Register of Historic Places and implementing regulations of the ACHP.

STIPULATIONS

TDOT, on behalf of FHWA, will ensure that the following measures are carried out:

I. Documentation

Clinchfield Railroad Station was determined eligible for listing in the National Register under Criterion A for its association with development of Kingsport as an industrial hub in the early twentieth century. A consultant hired by the City of Kingsport will survey the resource and will document the features of the resource. TDOT will provide copies of the survey to members of public with an interest in preservation, including the City of Kingsport and the Tennessee Historical Commission.

II. Interpretive Signage:

The City of Kingsport, in coordination with the TN-SHPO and consulting parties will install three to six interpretive signs at the site of the Clinchfield Railroad Station. The interpretive signage would provide historic context for the Clinchfield Railroad, the Kingsport Station, and the affected concrete loading platform, providing details concerning the architect and architectural style of the station, the historic function of the architectural resources associated with the station, and how the Clinchfield Railroad Station contributed to the development of Kingsport as a center of regional industry.

III. Notification of Inadvertent Post-Review Discovery

No evidence has been found that Native American human remains, associated or unassociated funerary objects, sacred objects, or objects of cultural patrimony (collectively termed “cultural items”) are present within the area of potential effects. Should any cultural items be found during the undertaking activities, the following process will occur:

1. TDOT shall immediately halt construction and notify FHWA immediately of the initial inadvertent discovery of CULTURAL ITEMS at the SITE. The FHWA shall then notify the invited signatories, the representatives of Native American tribes who have expressed interest in Sullivan County, and other consulting parties within 24 hours. The FHWA shall report subsequent discoveries to the tribal representative(s), invited signatories, and other consulting parties via telephone, fax, email, or written notification on a weekly basis. This schedule notwithstanding, the FHWA or designated representative of the TDOT shall keep the consulting parties informed and answer questions regarding the progress and findings of the excavations.

2. Representatives of Native American tribes who have expressed interest in Sullivan County

shall be entitled to be present during fieldwork (all phases of the archaeological survey) at the SITE if CULTURAL ITEMS, as defined below (Appendix B), are encountered. A tribal representative is also entitled to be present for any subsequent analysis, whether in the field at the SITE or at a laboratory facility.

3. The tribal representative shall be reimbursed by the Project for travel, meals, or lodging in the amount of actual costs, subject to maximum amounts and limitations specified in the *Tennessee State Comprehensive Travel Regulations* which shall be provided as needed, as they are amended from time to time. These expenses will result from inspection visits to the site and/or to the archaeological laboratory facilities. In order to be reimbursed, each Native American consulting party must have a State of Tennessee vendor number, obtainable by filing a Vendor Request Form with the TDOT, which shall be provided upon request. Invoices must be supported by appropriate documentation in order to be reimbursed.

4. In the event that non-Native American human remains are discovered, TDOT will comply with applicable Tennessee state statutes concerning the treatment of human remains, including Tennessee State archaeological statutes T.C.A. §§ 11-6-107 and 11-6-119.

5. If non-mortuary archaeological resources that may be historically significant are discovered or unanticipated effects on historic properties found, the FHWA shall ensure the following steps are implemented:

a. All activities that may affect the newly identified resources will cease and the resources will be protected from additional disturbance until the requirements of Stipulation III(l) have been satisfied.

b. TDOT will notify the FHWA immediately and the FHWA shall then notify Signatories within 24 hours.

c. FHWA will notify Native American tribes with interest in Sullivan County, TN within 24 hours of the discoveries and will consult with tribes that may attach traditional cultural and religious significance to the resources. If non-Native American resources are discovered or found to be otherwise affected, TDOT, on behalf of FHWA, will consult with the SHPO.

d. FHWA, in consultation with the SHPO, shall make reasonable and good faith efforts to avoid or minimize adverse effects on NRHP-eligible archaeological resources. If adverse effects to previously unidentified NRHP-eligible archaeological resources cannot be avoided, the FHWA shall consult with the SHPO, the TDOA, and the TDOT to resolve these effects through the execution of an amendment to this MOA.

IV. Duration of the Agreement Document:

This MOA will remain in effect for five (5) years from the date of its execution or until all stipulations have been carried out. The MOA must be extended should a commitment contained herein not be completed by the end of the fifth year.

V. Dispute Resolution

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:

a. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.

b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) days, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, FHWA shall prepare a written response that takes in account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of the written response.

c. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VI. Amendments

This MOA may be amended when such an agreement is agreed to in writing by all signatories. The amendment will be effective on the date that a copy signed by all signatories is filed with the ACHP.

VII. Termination

Pursuant to 36 CFR § 800.6(c)(8), any signatory may terminate this MOA by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

VIII. Copies

The Agency Official shall provide each signatory and consulting party with a copy of any Memorandum of Agreement executed for this project.

EXECUTION of this MOA by the FHWA and TN-SHPO and implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM OF AGREEMENT
between
THE FEDERAL HIGHWAY ADMINISTRATION
and
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER
regarding
THE PROPOSED BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE OVER CSX RAILROAD AT
CENTENNIAL PARK
KINGSPORT, SULLIVAN COUNTY

PURSUANT TO 36 CFR PART 800.6(b)(1)(iv)

WHEREAS, the City of Kingsport proposes to construct a bicycle-pedestrian bridge over the CSX railroad tracks at Cherokee Street to connect the Brickyard Park development to Centennial Park and downtown Kingsport (UNDERTAKING) using Federal-Aid Highway Program funds administered by the Federal Highway Administration (FHWA) through the Tennessee Department of Transportation (TDOT);

WHEREAS, the UNDERTAKING is a federal undertaking and thus subject to compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; and

WHEREAS, the Area of Potential Effects (APE) for architectural resources is defined as the proposed and existing ROW and easements within project area and a 500 foot buffer area surrounding the project area; and

WHEREAS, FHWA determined that the APE for the UNDERTAKING contains one resource listed in the National Register of Historic Places: Clinchfield Railroad Station and one historic resource eligible for listing: Clinchfield Railroad; and

WHEREAS, TDOT on behalf of the FHWA filed a Documentation of Effect Report pursuant to 36 CFR § 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) with the TN- SHPO; and

WHEREAS, the Documentation of Effect Report stated that the Project constitutes an adverse effect to the National Register-listed Clinchfield Railroad Station; and

WHEREAS, on February 10, 2023 the TN-SHPO agreed with the adverse effect determination to the Clinchfield Railroad Station pursuant to 36 CFR § 800.5 (Appendix B); and

WHEREAS, TDOT and the City of Kingsport have participated in the consultation and have been invited to sign this MOA as “invited signatories”; and

WHEREAS, FHWA has consulted with Native American Tribes regarding the UNDERTAKING and has invited the Cherokee Nation to sign this MOA as “concurring parties” (Appendix B); and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and as of November 9, 2023, the ACHP chose not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

NOW THEREFORE, the FHWA and the TN-SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on the historic property and these stipulations shall constitute full, complete, and adequate mitigation measures under the National Register of Historic Places and implementing regulations of the ACHP.

STIPULATIONS

TDOT, on behalf of FHWA, will ensure that the following measures are carried out:

I. Documentation

Clinchfield Railroad Station was determined eligible for listing in the National Register under Criterion A for its association with development of Kingsport as an industrial hub in the early twentieth century. A consultant hired by the City of Kingsport will survey the resource and will document the features of the resource. TDOT will provide copies of the survey to members of public with an interest in preservation, including the City of Kingsport and the Tennessee Historical Commission.

II. Interpretive Signage:

The City of Kingsport, in coordination with the TN-SHPO and consulting parties will install three to six interpretive signs at the site of the Clinchfield Railroad Station. The interpretive signage would provide historic context for the Clinchfield Railroad, the Kingsport Station, and the affected concrete loading platform, providing details concerning the architect and architectural style of the station, the historic function of the architectural resources associated with the station, and how the Clinchfield Railroad

Station contributed to the development of Kingsport as a center of regional industry.

III. **Notification of Inadvertent Post-Review Discovery**

No evidence has been found that Native American human remains, associated or unassociated funerary objects, sacred objects, or objects of cultural patrimony (collectively termed “cultural items”) are present within the area of potential effects. Should any cultural items be found during the undertaking activities, the following process will occur:

1. TDOT shall immediately halt construction and notify FHWA immediately of the initial inadvertent discovery of CULTURAL ITEMS at the SITE. The FHWA shall then notify the invited signatories, the representatives of Native American tribes who have expressed interest in Sullivan County, and other consulting parties within 24 hours. The FHWA shall report subsequent discoveries to the tribal representative(s), invited signatories, and other consulting parties via telephone, fax, email, or written notification on a weekly basis. This schedule notwithstanding, the FHWA or designated representative of the TDOT shall keep the consulting parties informed and answer questions regarding the progress and findings of the excavations.
2. Representatives of Native American tribes who have expressed interest in Sullivan County shall be entitled to be present during fieldwork (all phases of the archaeological survey) at the SITE if CULTURAL ITEMS, as defined below (Appendix B), are encountered. A tribal representative is also entitled to be present for any subsequent analysis, whether in the field at the SITE or at a laboratory facility.
3. The tribal representative shall be reimbursed by the Project for travel, meals, or lodging in the amount of actual costs, subject to maximum amounts and limitations specified in the *Tennessee State Comprehensive Travel Regulations* which shall be provided as needed, as they are amended from time to time. These expenses will result from inspection visits to the site and/or to the archaeological laboratory facilities. In order to be reimbursed, each Native American consulting party must have a State of Tennessee vendor number, obtainable by filing a Vendor Request Form with the TDOT, which shall be provided upon request. Invoices must be supported by appropriate documentation in order to be reimbursed.
4. In the event that non-Native American human remains are discovered, TDOT will comply with applicable Tennessee state statutes concerning the treatment of human remains, including Tennessee State archaeological statutes T.C.A. §§ 11-6-107 and 11-6-119.

5. If non-mortuary archaeological resources that may be historically significant are discovered or unanticipated effects on historic properties found, the FHWA shall ensure the following steps are implemented:
- a. All activities that may affect the newly identified resources will cease and the resources will be protected from additional disturbance until the requirements of Stipulation III(I) have been satisfied.
 - b. TDOT will notify the FHWA immediately and the FHWA shall then notify Signatories within 24 hours.
 - c. FHWA will notify Native American tribes with interest in Sullivan County, TN within 24 hours of the discoveries and will consult with tribes that may attach traditional cultural and religious significance to the resources. If non-Native American resources are discovered or found to be otherwise affected, TDOT, on behalf of FHWA, will consult with the SHPO.
 - d. FHWA, in consultation with the SHPO, shall make reasonable and good faith efforts to avoid or minimize adverse effects on NRHP-eligible archaeological resources. If adverse effects to previously unidentified NRHP-eligible archaeological resources cannot be avoided, the FHWA shall consult with the SHPO, the TDOA, and the TDOT to resolve these effects through the execution of an amendment to this MOA.

IV. Duration of the Agreement Document:

This MOA will remain in effect for five (5) years from the date of its execution or until all stipulations have been carried out. The MOA must be extended should a commitment contained herein not be completed by the end of the fifth year.

V. Dispute Resolution

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:

- a. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.

b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) days, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, FHWA shall prepare a written response that takes in account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of the written response.

c. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VI. Amendments

This MOA may be amended when such an agreement is agreed to in writing by all signatories. The amendment will be effective on the date that a copy signed by all signatories is filed with the ACHP.

VII. Termination

Pursuant to 36 CFR § 800.6(c)(8), any signatory may terminate this MOA by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

VIII. Copies

The Agency Official shall provide each signatory and consulting party with a copy of any Memorandum of Agreement executed for this project.

EXECUTION of this MOA by the FHWA and TN-SHPO and implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**MEMORANDUM OF AGREEMENT
between
THE FEDERAL HIGHWAY ADMINISTRATION**

Item XI6.

and
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER
regarding
THE PROPOSED BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE OVER CSX RAILROAD AT
CENTENNIAL PARK
KINGSPORT, SULLIVAN COUNTY

SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

Courtney Eason

Print Name _____

Signature _____

Date _____

MEMORANDUM OF AGREEMENT
between
THE FEDERAL HIGHWAY ADMINISTRATION
and
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER
regarding
THE PROPOSED BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE OVER CSX
RAILROAD AT CENTENNIAL PARK
KINGSPORT, SULLIVAN COUNTY

SIGNATORIES:

**TENNESSEE STATE HISTORIC PRESERVATION
OFFICER,**

E. Patrick McIntyre, Jr.

Print Name _____

Signature _____

Date _____

MEMORANDUM OF AGREEMENT
between
THE FEDERAL HIGHWAY ADMINISTRATION
and
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER
regarding
THE PROPOSED BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE OVER CSX
RAILROAD AT CENTENNIAL PARK
KINGSPORT, SULLIVAN COUNTY

INVITED SIGNATORY:

TENNESSEE DEPARTMENT OF TRANSPORTATION

Sharon Schutz

Print Name _____

Signature _____

Date _____

MEMORANDUM OF AGREEMENT
between
THE FEDERAL HIGHWAY ADMINISTRATION
and
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER
regarding
THE PROPOSED BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE OVER CSX
RAILROAD AT CENTENNIAL PARK
KINGSPORT, SULLIVAN COUNTY

INVITED SIGNATORY:

CITY OF KINGSPORT, TENNESSEE

Patrick W. Shull, Mayor

Attest:

Angela Marshall, Deputy City Recorder
Approved as to form:

Rodney B. Rowlett, III, City Attorney

Date

Date

Date

MEMORANDUM OF AGREEMENT
between
THE FEDERAL HIGHWAY ADMINISTRATION
and
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER
regarding
THE PROPOSED BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE OVER CSX
RAILROAD AT CENTENNIAL PARK
KINGSPORT, SULLIVAN COUNTY

CONCURRING SIGNATORY:

THE CHEROKEE NATION

Elizabeth Toombs

Print Name _____

Signature _____

Date _____



AGENDA ACTION FORM

Consideration of a Resolution to Extend Availability of 12 Month Payment Arrangements for Utility Customers Who Accumulated Delinquent Balances

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

Action Form No.: AF-46-2024
Work Session: February 5, 2024
First Reading: February 6, 2024
Final Adoption: February 6, 2024
Staff Work By: Lisa Winkle
Presentation By: Lisa Winkle

Recommendation:

Approve the Resolution.

Executive Summary:

Previously, the board adopted Resolution No. 2023-168 which authorized utility customers to enter into payment arrangements for 12 months for delinquent balances. The main objective of Resolution 2023-168 was to provide relief to customers who faced large balances due to factors arising from the COVID-19 pandemic as well as the manual reading of utility meters and preparation of utility billings outside of a more automated process. The accompanying resolution extends the temporary amendment through December 31, 2024.

Having the additional flexibility to offer payment arrangements for a period of twelve months not only was a benefit to individual citizens but was also a benefit to the city. The flexibility allowed the city to continue to collect revenue towards the outstanding balances.

Based on the advantages to both individual citizens as well as the city, it is again requested that a temporary amendment be made to city policy allowing for 12-month payment arrangements on delinquent balances through December 31, 2024. City staff will review the status of delinquent balances throughout the course of this extension and will also evaluate our payment policy to determine if long-term changes need to be made.

Attachments:

- 1. Resolution

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

Item X17.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A TEMPORARY AMENDMENT
TO THE PAYMENT ARRANGEMENTS PROVISIONS OF THE
FINANCE DEPARTMENT POLICIES AND PROCEDURES FOR
UTILITY BILLING AND CUSTOMER SERVICES

WHEREAS, On February 7, 2006, the board approved the Finance Department Policies and Procedures for Utility Billing and Customer Services; and

WHEREAS, this policy allows for payment arrangements in the event a customer is unable to pay his or her water bill though the period for the payment arrangement is limited to six months; and

WHEREAS, the board finds it appropriate and in the best interest of the city and its citizens to temporarily amend the policy to allow payment arrangements for a period of up to twelve months in order to provide relief for those with delinquencies; and

WHEREAS, this amendment shall apply to those requesting a payment arrangement before January 1, 2025, at which time the policy shall revert to a maximum 6-month payment arrangement; and

WHEREAS, the board finds it appropriate and in the best interest of the city and its citizens for payment due dates and water cut offs to be delayed for any customer who has requested a payment arrangement before January 1, 2025 which is then subsequently approved.

Now therefore,

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

SECTION I. That the Finance Department Policies and Procedures for Utility Billing and Customer Services is temporarily amended to authorize up to a twelve-month payment arrangement for delinquent customers who request a payment arrangement before January 1, 2025 after which the policy shall revert to a maximum 6 month payment arrangement.

SECTION II. That the Finance Department Policies and Procedures for Utility Billing and Customer Services is temporarily amended to authorize payment due dates and water cut offs to be delayed for any customer who has requested a payment arrangement before January 1, 2025 which is then subsequently approved. The policy shall return to the requirements in effect as of February 7, 2006 for all requests for payment arrangements received on or after January 1, 2025.

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

Item X17.

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Engineering Contract with Barge Design Solutions for Stormwater Asset Mapping and Data Collection

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

Action Form No.: AF-47-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Chad Austin
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

As part of receiving American Rescue Plan funds for Utilities, each utility must have an Asset Management Plan (AMP). In order to have a proper AMP, utilities must have a map based listing of assets with information about the asset such as; type, size, diameter, length, elevations, etc. Currently we only have about 25% of our stormwater assets identified in GIS, which is the beginning of a proper Asset Management Plan.

Requests for Proposal were opened on August 10, 2023. Barge Design Solutions was most familiar with our stormwater system of the two proposals, therefore, staff proposes that we enter into an agreement with Barge Design Solutions to gather this information and enter into our GIS and Asset Management system. Each asset will have a unique numeric identifier, stormwater attributes consistent with the City's current inventory, a photograph, a condition grade, pipe measure downs, and mapping-grade horizontal coordinates associate with the structure. The completed stormwater network will include flow direction on conveyance features.

Barge proposes to survey, take pictures, evaluate condition and give us data to enter into our GIS system on an hourly basis, not to exceed fee of \$703,000. This will allow us to gather information on the remaining assets in the stormwater network.

The project is funded with \$611,999.00 in ARP grant funds and \$91,001.00 from the stormwater fund. Project funding will reside in ST2303.

Attachments:

- 1. Resolution
- 2. Engineering Proposal

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE PROPOSAL FOR THE STORMWATER ASSET MAPPING AND DATA COLLECTION TO BARGE DESIGN SOLUTIONS 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, proposals were opened August 10,2023, for the stormwater asset mapping and data collection project; and

WHEREAS, upon review of the proposals, the board finds Barge Design Solutions is the lowest responsible compliant respondent 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 to gather map based listing of assets with information about the asset such as; type, size, diameter, length, elevations, etc., and enter into our GIS and Asset Management system, and will include flow direction on conveyance features from Barge Design Solutions at an estimated cost not to exceed \$703,000.00; and

WHEREAS, funding is identified in project number ST2303.

Now therefore,

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

SECTION I. That the proposal for the stormwater asset mapping and data collection project, consisting of the gathering of map based listing of assets with information about the asset such as; type, size, diameter, length, elevations, etc, and enter into our GIS and Asset Management system, at an estimated cost of \$703,000.00 is awarded to Barge Design Solutions, and 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, 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 board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the public.

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



December 12, 2023

Mr. Chad Austin
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

RE: Proposal for Stormwater Mapping and Associated Asset Management - Phase III

Dear Mr. Austin:

Barge Design Services (Barge) encloses the details of our proposed scope of work (Attachment A) for the above-referenced project.

This proposal was prepared based on my understanding of the project description as outlined in Attachment A. If we have not fully addressed your project requirements, or if you have other questions regarding the proposal, please advise me immediately by calling (423) 723-8450.

Sincerely,

Barge Design Solutions, Inc.

Nelson Elam, CSL
Vice President

c: Mr. Brian Hill, Barge design Solutions, Inc.
Mr. Mike Smith, Barge Design Solutions, Inc.

Enclosures

Barge project # P952212

Item X18.

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

Barge has been providing assistance to the City of Kingsport (City) with inventory and mapping of their existing stormwater infrastructure since October 2019, referred to as Phase I and Phase II. This proposal includes services for Phase III which will be a continuance of the services where Phase II leaves off.

The City's existing mapping system included numerous catch basins and a majority of the outfalls. Phase I and II have included mapping and attributing missing pipes and open channel features that connect the catch basins, inlets, junction boxes, and other stormwater structures to the outfalls to create a complete database for the City's stormwater system. During the course of Phase I and Phase II to date, Barge found that approximately 16% of the structures and a significant amount of the pipes identified in the field had not been previously included in the City's existing mapping system. Phase III effort and duration anticipates that approximately 16% additional structures than are currently in the City's database will be found and added to the mapping system.

The data has been collected using the City's existing geographic information system (GIS) schema to allow for easy import and integration with the City's existing system, Cartograph. Based on the current status of what Barge has mapped and inventoried over Phase I and Phase II and what the City had already had mapped prior to Phase I, it is estimated that approximately 20% of the City's entire stormwater infrastructure system will have been mapped after completion of Phase II, leaving approximately 80% to be mapped in Phase III and beyond.

Barge has agreed to map everything 10-inches in diameter and larger.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

Project Management

Barge will plan, manage, and execute the work in accordance with the schedule and budget established herein. The project management task will generally include the following activities:

- Facilitate project initiation meeting with City to identify key project stakeholders for distribution of project information, discuss pertinent data, project staffing, and organization, and present project work plan and initial schedule.
- Perform general project management duties including supervising and coordinating the project team and monitoring of project progress, costs, schedule, and work to complete.
- Prepare and submit monthly invoices. Communicate potential scope changes, schedule impacts, and cost risks to allow for timely guidance from City staff to manage change.
- Meet with the City to discuss basin prioritization, existing available data, existing issues, and areas to focus on. Once the meeting has occurred, Barge will prepare a basin prioritization figure and memo that will document the order in which data will be collected. This will be provided to the City for approval before the field inventory work begins.
- Meet with the City at the conclusion of the project effort to discuss inventory collected and associated deliverables and provide final report.

Field Data Collection

Data will continue to be collected and processed as it has been in Phase I and Phase II, which is summarized below.

System connectivity and attributes will be developed by collecting, at a minimum, the stormwater system features necessary to complete a contiguous stormwater system network from the stormwater systems' outfalls upstream to the stormwater structures connected by 10-inch diameter pipes and larger (includes open channels between 10-inch pipes and outfalls). Storm drains smaller than 10-inch diameter, yard piping, and private storm drainage systems are assumed to be excluded from the field data collection effort.

Barge will collect data for structures visited that allows for incorporation into (1) asset management / work order software, (2) regulatory compliance, (3) future stormwater maintenance planning, and (4) future hydraulic capacity analyses. Barge will collect the following attributes for the structures visited as part of the field data collection effort:

- Simple condition grade – include a condition grade while collecting the field data that can be used to prioritize future maintenance planning activities. The proposed format will include guidance protocol for the City's future application: Failed (less than 50% of intended capacity and needs repair), Poor (failing and needs replacement in next ten years), Good (functioning as intended, no near-term replacement needed)
- Invert measurements from rim of structure to pipe inverts. When paired with survey data, this will allow for capacity calculations of individual areas in the drainage system for localized flood mitigation and level of service analyses.

- Horizontal coordinates (x, y) and elevation data (rim elevation for structures and invert elevation of pipes)
 - Horizontal datum for survey data will be NAD83, TN Zone 4100 (NGS National Spatial Reference System). Horizontal data collection accuracy will be SECOND ORDER, as defined in the current Tennessee Department of Transportation (TDOT) Survey Manual.
 - Vertical datum for the survey data is to be NGVD88. Vertical data collection accuracy will be THIRD ORDER, as defined in the current TDOT Survey Manual.

The data collection will be performed by crews equipped with tablet computers and smartphones to identify stormwater structures and collect relevant attributes. The mobile devices will be equipped with Kingsport-specific data forms for populating in the field, which will help with accuracy and provide consistent formatting via dropdown selection menus, checkboxes, and toggle buttons. Spatially-enabled photographs will be taken with the device to automatically tie-in with the data form.

Each structure in the inventory will have a unique numeric identifier, stormwater attributes consistent with the City's current inventory, a photograph, a condition grade, pipe measure downs, and survey-grade horizontal coordinates associated with the structure. The existing identifiers will be maintained for existing data, and the completed stormwater network will include flow direction on conveyance features.

Data collection tasks are anticipated to include:

- Collect field data using project and City standards per outlined procedures to assimilate the required data.
- QC the surveyed data by systematic spot-checks and comparison to existing GIS data.
- Format the collected information for incorporation into the City's GIS database.
- Transfer to the City for continued use.
- Production of overview maps indicating extent of inventory and in a format for incorporation into annual report for the City's MS4 permit.
- Photographs of existing structures and pipe inlets in their current condition.
- The horizontal accuracy for the location data is survey grade (sub centimeter). The vertical accuracy is sub five centimeters. Survey elevations are included.
- Slope will be calculated on pipes.

III. Project Understandings, Assumptions, and Exclusions

- A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.
 - 1. This proposal estimates the number of structures that can be collected based on past efficiency and what Barge estimates is still unmapped in the City's stormwater system. The proposal also does not guarantee that every single structure that has not been mapped will be located within the proposed budget because of the uncertainty of what the exact number of structures that has not been mapped yet.

2. As a part of the inspection process, Barge staff will identify structures that:
 - Require immediate cleaning.
 - Appear to have an illicit discharge.
 - Appear in immediate threat of collapse.

These priority structures will be flagged during data collection and the City will be notified by email. Once issues are resolved, the City will notify Barge, and Barge will continue the data collection.

3. All structures in the existing inventory require a field visit. The assumed field data collection effort in this Phase III proposal includes an inventory of structures (inlets, outlets) and the associated conveyance connections (pipes) for 10-inch and larger.
4. Barge will not map any outfalls or open channels that have been previously mapped by the City.
5. The stormwater system to be inventoried has easement/right-of-way access and no entry to private property is required.
6. Inaccessible structures will be noted in the geodatabase for informational purposes.
7. The basic condition assessment is assumed to be completed visually during the field data collection. All structures will be investigated with a 360-degree camera.
8. Project duration is assumed to be approximately 18 months. Any delay due to client review may extend the project duration accordingly.
9. Barge will not inventory in TDOT right-of-way or in high traffic areas where increased safety protocols are required such as lane closures.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from structure access or environmental or safety issues.
2. Scope revisions requested by those outside the project team and stakeholders beyond asset management phase.

IV. Time of Performance

Barge is prepared to begin work within two weeks upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following milestone schedule.

Tasks	Duration
Stormwater Mapping and Associated Asset Management	84 weeks

V. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge’s scope, as required in the project agreement for services.
- B. Provide data review and GIS access in a timely manner.
- C. Provide single point of contact for project coordination purposes.

VI. Deliverables

The following is the list of what will be produced as a part of this effort.

- A. Basin prioritization figure and memo
- B. Updated stormwater asset management GIS database
- C. Final report on data collected during asset management inventory process.

VII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Stormwater Mapping and Associated Asset Management	Not To Exceed	\$703,000
TOTAL	Not To Exceed	\$703,000

The fees provided above are valid up to three (3) months from the date of this proposal.



AGENDA ACTION FORM

Consideration of a Resolution to Enter an Agreement with Hydromax USA for the Water Valve Assessment Program Project and Authorize Mayor to Sign All Applicable Documents

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

Action Form No.: AF-44-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Harris Darby
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution

Executive Summary:
Bids were opened September 6, 2023 for the Water Valve Condition Assessment Program. The project involves operation of all water distribution valves as well as collecting high accuracy GPS locations and asset information for each valve. Water valves are critical to controlling flow in our water distribution system and many professional organizations such as the American Water Works Association (AWWA) recommend regularly operating system valves as preventative maintenance. This project will help our operations staff respond faster when isolating water main breaks and finish bringing data from paper maps into our electronic system maps.

City staff reviewed the bids and recommend awarding the contract to the apparent low bidder, Hydromax USA in the amount of \$939,992. The project is funded with \$750,000 in American Rescue Plan (ARP) grant funds and \$189,992 from the water fund. Project funding will reside in WA2307.

- Attachments:**
- 1. Resolution
 - 2. Contractor Proposal

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

Item X19.

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE WATER VALVE ASSESSMENT PROGRAM PROJECT TO HYDROMAX USA 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 September 6, 2023, for the water valve condition assessment program project; and

WHEREAS, upon review of the bids, the board finds Hydromax USA is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the operation of all water distribution valves as well as collecting high accuracy GPS locations and asset information for each valve from Hydromax USA at an estimated construction cost of \$939,992.00; and

WHEREAS, funding is identified in project numbers WA2307.

Now therefore,

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

SECTION I. That the bid for the water valve condition assessment program project, consisting operation of all water distribution valves as well as collecting high accuracy GPS locations and asset information for each valve at an estimated cost of \$939,992.00 is awarded to Hydromax USA, and 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, 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 board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the public.

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

August 8, 2023

Mr. Brent Morelock, CPPO, CPPB
Procurement Manager
City of Kingsport
Procurement Department
415 Broad Street
Kingsport, TN 37660

RE: Invitation to Bid / Water Valve Condition Assessment Program

Dear Mr. Morelock and Selection Committee Members,

On behalf of Hydromax USA, I am pleased to submit this letter of interest and the enclosed information for the Invitation to Bid referenced above. Given the excellent qualifications of our team and personnel, experience with similar projects, and strong regional presence in Tennessee and North Carolina, Hydromax USA is uniquely qualified and well-positioned to help the City of Kingsport develop and implement its Water Valve Condition Assessment Program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Kingsport a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our in-house crews and project managers have first-hand experience working with buried infrastructure for water and wastewater utilities, including **Houston, Metro Water Nashville, Orange County, Raleigh, and Winston-Salem**. Based upon a robust record of performance, our clients recognize that HUSA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Our team continues to be excited about this opportunity and looks forward to working with Kingsport in the weeks and months ahead. Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (980) 317-0590 or stephen.coleman@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

Steve Coleman

Steve Coleman
Business Development Manager



Thank you for considering us!

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The contents of this ITB submittal are confidential and should not be shared with other parties outside of the City of Kingsport unless a formal request is made under the Freedom of Information Act.

1.0 Firm Profile

Provide a summary of the firm's history and capabilities. Identify the firm's principals, project background, and areas of specialty.

Firm History

Established in 2003, Hydromax USA (HUSA) is a nationally recognized professional services firm that excels in assessing vital water and wastewater infrastructure, collecting actionable asset data, and enabling utilities to accelerate operational excellence, promote the continuity of critical systems, protect the communities they serve, and invest funding where it matters most. Simply put, **we help communities thrive!**

HUSA goes beyond traditional valve and fire hydrant services by offering non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys, and multi-sensor inspections. These advanced techniques provide our clients with a comprehensive and accurate understanding of their buried infrastructure.

HUSA's outstanding track record of performance has earned the trust and recognition of municipal clients nationwide. Notable clients such as Orange County, City of Houston, City of Raleigh, and Metro Water Nashville have experienced firsthand the exceptional capabilities of our dedicated crews and project managers.

As an ESRI Silver Partner, HUSA boasts a team of 70+ full-time GIS professionals in our state-of-the-art data center in Louisville, KY. These experts specialize in client information management, condition assessment program analytics, and customer reporting. Our proficiency in utilizing GIS technology allows us to streamline processes, provide insightful data analysis, and deliver comprehensive reports to our clients.

With proven processes, best in industry practices, and a focus on safety, progress reporting, risk management, and quality assurance, HUSA consistently delivers projects on time and within budget. Our commitment to excellence ensures that every client receives the highest level of service and support.

Given the exceptional qualifications of our team and extensive experience with similar programs in North Carolina and Tennessee, Hydromax USA is uniquely qualified and well-positioned to provide comprehensive support and ongoing services to the City of Kingsport.

Firm Principals

Hydromax USA LLC is owned by Industrial Group Partners, a San Francisco-based specialist private investment partnership.

Corporate Headquarters:
3700 River Walk Drive, Suite 145
Flower Mound, Texas 75028

Corporate Officers:
Chris Jensen, CEO
Michael Farmer, Vice President of Finance

In the last four (4) years, Hydromax USA has performed:



400,000 valve inspections



125,000 hydrant inspections



527,000 GIS data points collections



20,000 repairs

Firm Capabilities

Hydromax USA provides a comprehensive suite of field assessment services supported by state-of-the-art technologies, industry-leading equipment, innovative techniques, and a team of dedicated and passionate professionals. We transform infrastructure data into actionable business intelligence, enabling our clients to make informed decisions regarding the renewal of their buried infrastructure and investment of critical resources.



Figure 1. Houston Program Valve Trailers

Water Field Services

- Valve assessment
- Fire hydrant maintenance
- Fire hydrant painting
- Asset mapping
- Unidirectional flushing
- Minor repairs
- Leak detection
- Pipeline condition assessment

Wastewater Field Services

- CCTV Inspections
- Sonar, Laser/LiDAR
- Pipeline cleaning
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Leak detection
- Pipeline condition assessment



Figure 2. Raleigh NC Hydrant Painting Program

Core Values



Safety

Safety is our highest priority, and we embrace our duty to protect each other, the communities we serve, and the environment.



Quality

Our holistic, digitalized approach to quality management ensures every result is traceable, verifiable, accurate, and complete.



Innovation

We collect critical asset data and develop actionable insights that accelerate operational excellence, reduce infrastructure risk, optimize resources, and protect vital resources.



Collaboration

We strive to become a true extension of our customer's team through our commitment to transparency, respect, credibility, and collaboration.

Project Background

Hydromax USA's valve assessment and maintenance program is designed to comply with AWWA standards (including publication M44 – Distribution Valves: Selection, Installation, Field Testing and Maintenance) and meet the requirements of oversight environmental agencies as well as all OSHA and confined space safety regulations. Hydromax USA works to develop a comprehensive valve assessment and maintenance program that meets the individual needs of each utility.

Our Team has performed infrastructure condition assessment programs that have evaluated hundreds of thousands of water distribution system assets, helped clients recover millions of gallons in lost water, and provided information management services for improvement of system models and development of GIS integrated solutions for utilities across the United States.



Typical Hydromax USA Truck w/ Valve Trailer



UDF Execution Team in City of Charlotte

Planning and Implementation Tasks

Client Gap Analysis and Data Model Alignment: Prior to the start of the program, HUSA will hold a project meeting at the client offices to better understand the operational characteristics of the distribution system such as problem areas prone to poor fire flow, age of pipe, and pressure problems in the distribution system. This will allow for a greater understanding of how the distribution system is functioning, establish expectations for all parties, and allow

priorities to be assigned to segments of the work. As a part of this gap analysis, Hydromax will conclude the interview process with a water data model alignment meeting, assimilating information gathered in the process from stakeholders.

Agenda for data alignment meeting:

1. Introduction

- a. Participants
- b. Roles
- c. Communications

2. Determination of Existing Conditions

- a. GeoDatabase schema
 - i. Assets in existing schema
 - ii. Fields in existing schema
 - iii. Data capture methodology
 - iv. Data QC procedures.

3. Determination of data to be captured under contract

- a. Data capture workflow

4. ArcGIS GeoDatabase deliverable.

- a. HUSA data QA procedures
- b. Feature classes
 - i. Valves
 - ii. Pipes
 - iii. Object classes
 - iv. VALVE_GPS Table
 - v. VALVE_INSPECTION Table.
 - vi. Geometric Network
- c. Geodatabase delivery
 - i. Tables
 - ii. Attributes
 - iii. Field relationships
 - iv. Primary/foreign keys

5. Reports

- a. Production reports
- b. System status reports
- c. Work orders
- d. System evaluation reports
- e. Map-based reports

- 1) **Program Execution Planning.** Hydromax will determine the Utility's desired geographical or hierarchical approach for initial implementation into areas of the distribution. This would include setting a schedule designed to maintain a level of field staffing that will ensure completion of the valve assessments within the schedule and budget allotted.

- 2) **Field Workflow Pilot Test Cycle.** Hydromax will develop and test pilot program area to validate fully functioning workflows from replicated data distribution through all field activities and test of data delivery to client.
- 3) **Initiate Full Program Implementation.** Hydromax will perform assessments on the distribution system and document all locations and assessments in a manner that will allow a prioritized list of maintenance items to be provided to the municipality.
 - a) Locate all valves with GPS in a manner that will allow their positions to be known and readily re-creatable by Utility personnel upon demand.
 - b) Document each asset maintained and collect individual asset data to such an extent as to provide information characteristic to each specific attribute as defined by the Utility.
 - c) Provide constant communication with the Utility staff so that the program is proactively managed and permit issues to be addressed in a timely manner.
 - d) Provide in the field training to Utility staff during the assessments so once the program is concluded the Utility staff will have a complete understanding proper operation of valve operating devices.
 - e) Provide periodic corroborative field survey to ensure the spatial accuracy of the data submitted

Project Management Support

Hydromax USA employs a critical path project approach utilizing PMI principles and philosophies. This is designed to ensure a continuum of the following:

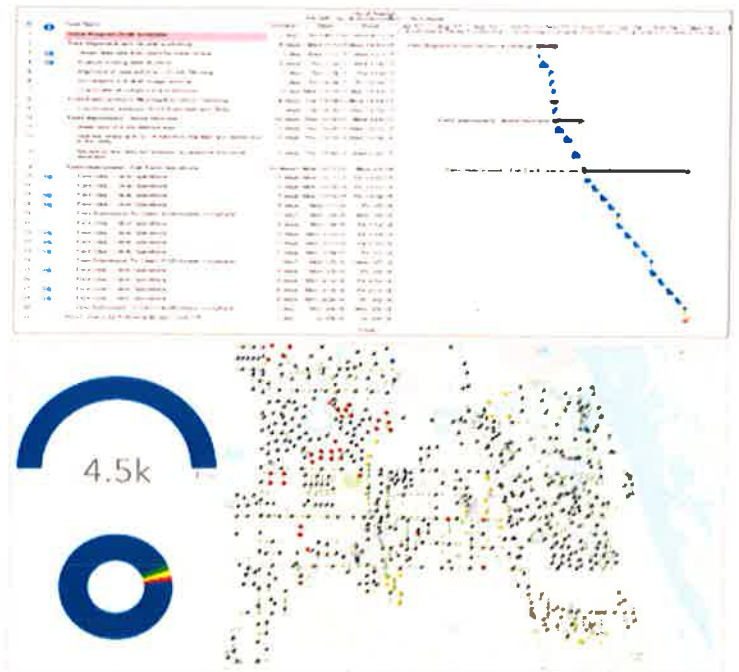
- Management of key decisions and milestones during this project.
- Preparation of initial project development plan (including the schedule of work tasks and key personnel to perform the work in the field to meet the milestones and objectives)
- Coordination of communications and meetings with the Utility as needed or requested to review technical concepts and alternatives, gathering staff feedback, and coordinating activities with the project team.
- Oversight of the execution and development of the project deliverables.

This comprehensive approach is not just employed by the project manager who owns it, but each member of the support team and field crew to provide superior valve assessment service.

Project Scheduling / Project Reporting

After completion of Tasks 1 and 2, Hydromax USA will prepare a formal project schedule for review and approval by the utility. Hydromax USA uses two primary methods to communicate project planning and project management. Project plans are formally prepared using MS Project and distributed to the project team for approval and coordination. If the project includes geographic assignments, the project schedule is updated to include this information for stakeholders inside and outside the municipality. Often this information is communicated to customer service to address customer questions regarding Hydromax staff field personnel performing assigned activities.

Hydromax USA utilizes our custom HUSA Operations Dashboard to provide client management real time access to field activity and program results. The



dashboard will provide a vehicle for Hydromax to provide program metrics to the Utility daily and will form the foundation for monthly progress reporting. The Utility will be able to see detailed valve physical and operational condition as they are found by our field crews.

GEOSPATIAL DATA MANAGEMENT

Information Management Approaches

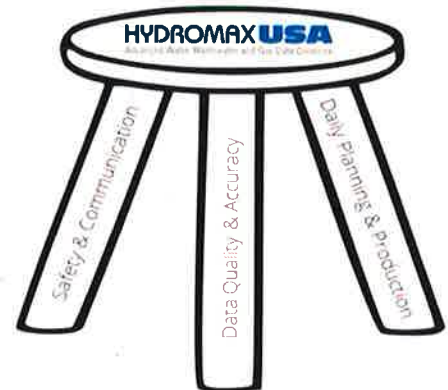
The data capture during this program will be one of the factors utilized in risk and CIP prioritization models. The critical aspects to this project are field collection and data management between the field crews and Hydromax and the replication of collected data between Hydromax and the Utility. To assure smooth, low impact, data deliverables Hydromax USA will hold 'GIS data alignment meeting(s)' to obtain and review the current water database structure, also known as 'data-model'. This review will focus on Hydromax USA's internal data workflow processes and identifying possible data-model revision recommendations for the Utility to consider prior to the beginning of field operations. Hydromax is flexible regarding project data deliverables and will work with the Utility to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into the Utility's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in the Utility's enterprise GIS.



Minimum Data Deliverable Quality Assurance & Quality Control

Hydromax USA's Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the utility.



Data delivered from the field is processed through Hydromax' standardized QA/QC scripts to evaluate data against established HUSA program queries for valve data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax will also review, prior to each submission, the accuracy of the billing, contractual compliance (including program M/WDE participation) and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

VALVE ASSESSMENT EQUIPMENT

- With a fleet of over 300+ vehicles across the US, Hydromax USA understands the value in investing in the appropriate tools, equipment, and technology for our teams and dedicates the resources required to execute projects effectively and efficiently. Our valve assessment program equipment includes:
- Fully stocked Ford F250, RAM 1500 or Chevy 2500 series fleet vehicles with crane, arrow boards, cones, strobes, and confined space gear. Fleet also contains 5500 series trucks with skid mounted valve maintenance equipment, for areas that will not permit trailered access.
- Grand LX Valve Maintenance Trailer (or skid): HUSA valve maintenance trailers include the ERV-750 extended reach system and the powerful TM-7 hi torque (up to 2,500 ft-lb) valve exercisers. The trailer is also equipped with a high-pressure water system and 500CFM industrial vacuum.
- Pumps for Dewatering Vaults: Hydromax USA utilizes dewatering pumps to pump out vaults so that the valve will be fully exposed for inspection and evaluation. These pumps allow for complete valve evaluation including items that normally would be submerged.
- Trimble R2 GPS Units - deliver reliable submeter performance and are used throughout our national operations.
- ESRI ArcGIS Software – Hydromax USA’s GIS department utilizes the industry leading ArcGIS software package for all asset validation and spatial data analysis.



ACCEPTED/LATEST PROFESSIONAL ENGINEERING PRACTICES

OPERATION AND REPAIR OF VALVES

Hydromax will bring to the program a vast amount of experience and knowledge within the field of water infrastructure condition assessment. Valve assessment is an essential component of good distribution system management. Malfunctioning, closed, “frozen” and/or “lost” valves make isolating a specific area of the distribution system for emergency and/or routine repairs difficult, time consuming and on occasion, impossible. Such conditions inevitably lead to excessive overtime, excessive water loss and adverse public relations. Initial distribution system valve assessment followed by annual system wide valve maintenance enhances the utility operator’s capability to effectively control the flow of water within the distribution system. Valve assessment and maintenance will prolong the life of the valves in the distribution system, ensure that the valves can be located, accessed, and operated as needed and allows for the utility to better plan for and schedule system repairs/improvements.

The first step in an assessment program is to prioritize the valve and hydrant locations. Usually those near critical customers such as hospitals are the most important. Other factors could include the size of the water main, proximity to pump stations and treatment plants, the amount of flow through the valve and water main, age of the valve or hydrant, or proximity to a main intersection on a busy street. The main components to a Valve Exercise Program are:

- Find and document the location. Note the precise location using global positioning system (GPS) equipment and by traditional surveying.
- Take a digital picture showing the hydrant/valve and surrounding area. The point is: don’t lose the valve site location once it has been found.

- Ensure that the valve operates through the full range of motion at least two full cycles until the valve operates freely with little resistance. This may take several full cycles as well as several partial reverse/forward exercises.
- Keep and maintain detailed records for each hydrant and valve. This includes mapping locations taken from as-built drawings or road maps as well as field verification of locations, and possible interviews with staff regarding unrecorded installations of valves and hydrants. This data will then be maintained in both electronic and hard copies.
- Schedule and perform needed repairs. Often, valve boxes are out of alignment, so a valve key cannot access the valve. Valves and hydrants are sometimes broken during the exercising program because they have not previously been used or previously incorrectly turned. Fixing the broken valves or hydrants in a timely manner is very important so the integrity of the distribution system is maintained, and safety of the public is insured.
- Repeat these steps on a routine basis. Experts recommend exercising a valves and operating hydrants annually if possible. Valves should at least be operated once every two to three years. Some valves will need to have a different schedule than others based on their location or unusual operating conditions such as large valves or those in critical areas. It's usually a good idea to perform the exercising program during moderate weather conditions although valves and hydrants should be able to be operated in any condition.

When operating valves and hydrants, Hydromax will adhere to a strict methodology involving the following principles:

- Work in an orderly and safe manner to ensure protection of the residents, Utility employees, and the Field Staff so that no avoidable accidents occur. Use confined space practices to ensure safe entries when required.
- Employ a combination of recorded information, manual and technical testing techniques as needed to establish the location of valves and hydrants.
- Operate valves in accordance with the AWWA manual M-44, "Distribution Valves: Selection, Installation, Field Testing and Maintenance."
- Attempt to operate the valve or hydrant manually.
- **Don't force the valve or be in a hurry.**
- During initial valve closure, the valve will be turned no more than five turns before turn direction is reversed to two turns, thus allowing the threads of the stem and gate to free themselves.
- If the valve cannot be operated manually by one person, then employ a hydraulic operator with torque control.
- The valves will then be exercised from full open to full closure until such time as this can be done without further turn range improvement or no further reduction in the required operating torque is noted, through a minimum of two consecutive ranges of operations.
- Use the lowest hydraulic torque (turning force or rational force) setting possible to allow valve operation.
- Turn valves and hydrants slowly to avoid water hammer or potential water main rupture.
- Listen closely as water flow changes can occur when operating a valve. This may help determine if the valve is operating correctly.
- Debris can be stirred up during valve and hydrant programs so public notification should be performed before starting the process. This will keep the dirty water complaint calls down.
- Turns will be counted both down and up to insure they match. Valve sizes should match accepted turn ranges per size of valve. In cases where large valves are gear reduced, gear ratios should be noted if that determination can be made.

- Butterfly valves will need to be operated with great care, so they are not over torqued and damaged.
- If there is reasonable evidence that a valve or hydrant might break during the exercising process, the Utility will be notified immediately, and a decision will be made to attempt or not to attempt the process.
- Broken valves and hydrants will be reported immediately to the Utility so that notations can be made for future potential emergency situations.

Valve Maintenance Activities 4" And Smaller Gate Valves

- **Special care will be taken for valves in this size range. Unless directed otherwise, all valves, 6" and smaller will be manually operated to avoid damage.**
- Locate valve, properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and clean out valve box to access valve.
- Verify location, size and operational direction (left or right) of valve by cross reference of supplied water atlas.
- **Valves of this size (especially 2" and 3") may be located at the "dead end" of a water main. If this is the case, follow protocol established as opening may create a washout.**
- **Attempt to identify the type of valve. Older valves, (especially in the 2" to 3" range) may be bronze disc "plumbing" style valves such as NIBCO or bronze ball valves of the "corporation stop" style. In either case, neither will have the standard operating nut and a pronged or slotted valve wrench will need to be employed.**
- Carefully work the valve from open to closed, to back open position until the appropriate number of turns is achieved.
- Carefully operate the valve through a minimum of (2) full cycles leaving valve in fully open position, unless directed otherwise.

6" To 12" Gate Valves

- Locate valve then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size, and operational direction (left or right) of valve by cross reference of supplied water atlas.
- Work the valve from open to closed, to back open position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to "massage" the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit, until the appropriate number of turns are obtained.
- Operate the valve through a minimum of (2) full cycles leaving valve in fully open position, unless directed otherwise.

Actual experience in operating 16-inch and larger geared valves is far scarcer in the industry than the experience of having operated buried service valves that do not entail complex and extremely old gearing. Hydromax will approach the exercising of large, geared valves with an engineered protocol:

16" And Larger Gate Vales That Are Not Geared

- Locate main line valve (and bypass valve, if applicable) then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.

- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size, and operational direction (left or right) of main line valve (and bypass valve, if applicable) by cross reference of supplied water atlas.
- Identify size and type of main line valve (and bypass valve, if applicable) and determine if valve is geared or not. If possible, determine manufacturer of valve. Cross reference the manufacturers specifications for minimum and maximum torque and the number of turns from full open to full closed for both the bypass valve (if applicable) and main valve.
- Set the hydraulic valve operator for desired minimum torque and appropriate number of turns (for bypass valve first, if applicable).
- Work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to “massage” the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit, until the appropriate number of turns are obtained.
- Operate both the main line valve (and bypass valve, if applicable) through a minimum of (2) full cycles leaving valve in fully open position, unless directed otherwise by the City.

16” And Larger Geared Valves

- Locate main line valve (and bypass valve, if applicable) then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size, and operational direction (left or right) of main line valve (and bypass valve, if applicable) by cross reference of supplied water atlas.
- Identify size and type of main line valve (and bypass valve, if applicable) and determine if valve is geared or not. If possible, determine manufacturer of valve.
- Cross reference the manufacturers specifications for minimum and maximum torque and the number of turns from full open to full closed for both the bypass valve (if applicable) and main valve.
- If the valve is found to be geared, activate gear reduction mode on hydraulic valve operator and enter desired torque range.
- Set the hydraulic valve operator for desired minimum torque and appropriate number of turns.
- Work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to “massage” the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit until the appropriate number of turns are obtained.
- Operate valve through a minimum of (2) full cycles leaving valve in fully open position, unless directed otherwise by the City.

Butterfly Valves of Various Sizes

- Locate valve, properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.

- Verify location, size, and operational direction (left or right) of valve by cross reference of supplied water atlas.
- Attempt to determine manufacturer of valve. Cross reference the manufacturers specifications for torque and actuator requirements and the number of turns from full open to full closed position.
- Keeping in mind that this is a butterfly valve and not a gate valve, set the hydraulic valve operator for desired minimum torque and appropriate number of turns.
- After verifying the operational direction of valve, work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to “massage” the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torques. If valve is determined to be “stuck” between the open and closed position, notify utility for permission to access actuator. If permission is granted, access the actuator, and check for jamming. If nothing is found, the interference is likely in the valve. If this is the case,
- Do not attempt to force the disc open or closed since excessive torque in this situation can severely damage internal valve and/or actuator components.
- Once it is established that butterfly valve is operational, cycle the valve through (2) full cycles leaving valve in fully open position, unless directed otherwise.

Controlling Torque Using Hydraulic Valve Turning Device

The torque is automatically monitored and controlled by the hydraulic valve operator once our technician pre-sets the desired torque limit and activates the automatic mode. The technician will then closely monitor the torque range while the valve operator is turning to ensure that mechanical failure does not inadvertently impact the valve being turned.

Valves Found in the Wrong Position

If a valve is found in the wrong (closed) position, our technician will immediately contact the City and inform them of the situation. If instructed to leave closed, our technician will document all appropriate data and proceed to the next valve. If instructed to operate the valve to a fully open position, our technician will proceed as appropriate for the type of valve encountered.

Areas of Specialty



Leak and Gas Pocket Detection

Originally developed in Spain in 2015 by Aganova, the Nautilus System has recently been introduced to the US market by Hydromax USA. The system consists of a small, neutrally buoyant sphere that is inserted into the network where it travels freely, driven by the flow of water in the pipe. Sounds generated by a leak, gas pocket or anomaly have unique characteristics. The device captures the sound of these from inside the pipeline. Once the device is extracted, software processes the compiled information using a mathematical algorithm to determine the location of leaks, gas pockets and anomalies encountered.



Pipeline Condition Assessment

p-CAT™ is a non-invasive, non-destructive, reliable, safe, and cost-effective solution for performing condition assessment on metallic, concrete, and asbestos cement pipe six (6) to fifty-four (54) inches in diameter while the system remains in operation. p-CAT™ enables water and wastewater utilities to analyze long distances of pipeline to identify wall loss, changes in material and diameter, blockages and sediment, and the location of gas pockets.

Cartegraph Integration

Hydromax USA will seamlessly incorporate field-collected data into Cartegraph through various methodologies, ensuring precise and dependable information delivery for the City of Kingsport's Water Valve Condition Assessment Program. These approaches accommodate different levels of client coordination to address specific requirements effectively. The document provides a comprehensive overview of fundamental data integration options. Hydromax USA delivers consistent, secure, and validated data across all levels, tailored to meet clients' specific needs and budget constraints. The listed options are thoughtfully selected to align with budgetary and time considerations. Additionally, upon request, alternative data management paths with potentially higher time and budget investments are available, outlined in subsequent sections in ascending order of cost.

Level 1 Integration (included in Base Pricing)

- **Data Import/Export:** An uncomplicated integration approach involves exporting ESRI GIS data in a compatible format (e.g., CSV, shapefiles, or geodatabases) and providing it to the client for direct import into Cartegraph. This manual process is suitable for sporadic data updates or non-frequently changing datasets. The client would need to furnish a CSV of their Cartegraph schema, which will be mapped to Hydromax USA's external data structure located outside of Cartegraph. Hydromax will then generate a modified dataset that aligns with the client schema, delivering it in the preferred format, often as CSVs due to their ease of implementation. Delivery frequency can be monthly or at the end of a phase or purchase order (PO). Subsequently, the client can autonomously import the data into their database according to their preferred schedule.

Level 2 Integration

- **Database Synchronization:** Because Cartegraph stores data in relational databases, it is possible to set up a data synchronization process. This process ensures that changes made in one system are reflected in the other system's database in near real-time, enabling consistent and up-to-date data across both platforms. This requires setting up a space in ArcGIS Online outside of Hydromax USA's ESRI portal, which requires licensing costs to the client that would need to be accounted for to maintain synchronization and access during the length of contract.
- **API Integration:** Cartegraph provides APIs (Application Programming Interfaces) that align with ESRI ArcPro systems also implemented in Hydromax's environment for ease of access and system compatibility assurance. By leveraging these APIs, it is possible to create data integration that facilitates the automated transfer of data between the two systems. This could include syncing asset information, locations, and data schema.

Level 3 Integration

- **Custom Development:** For more complex or specific integration needs, custom development might be requested. In this case, Hydromax USA's development team would need to build a tailored integration solution, at additional cost to the client for the development time.



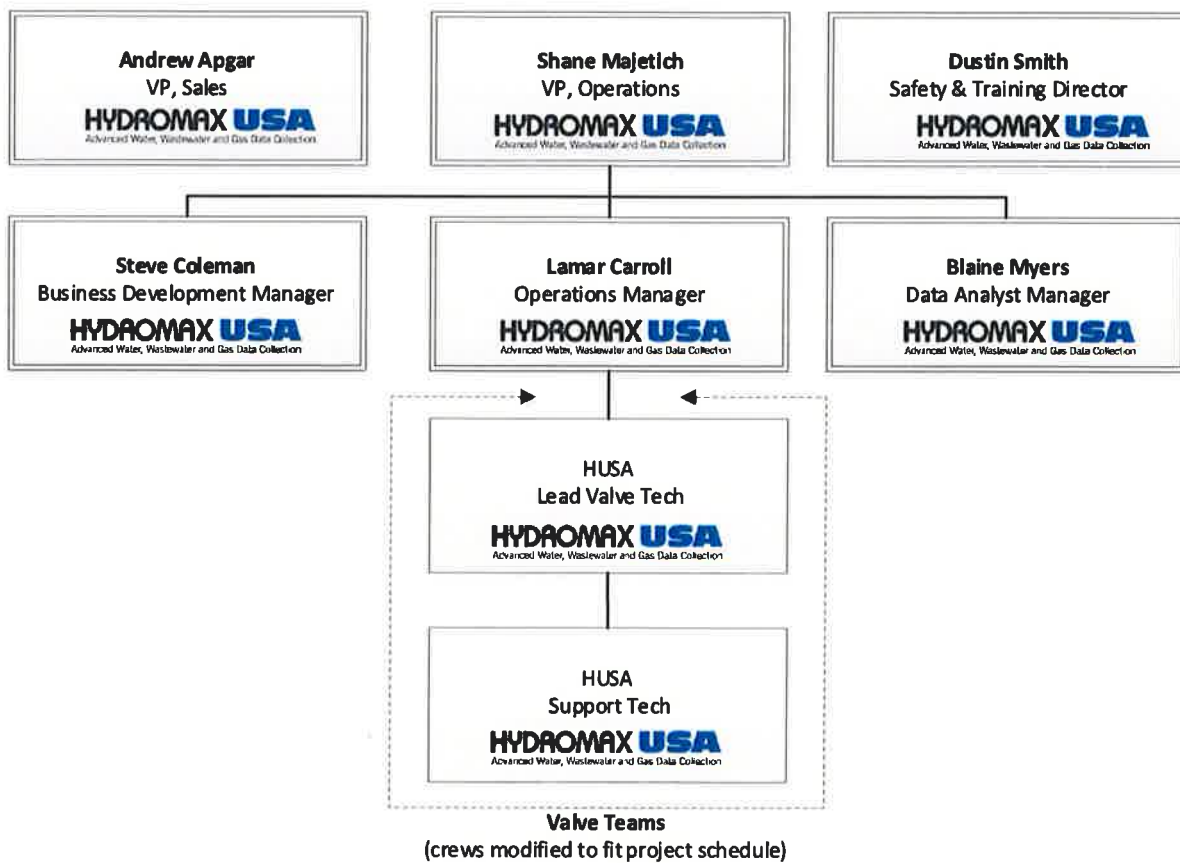
"We always receive great service from Hydromax USA."

Ray Page, Utilities Superintendent, City of Tarpon Springs

2.0 | Project Team

Provide resumes for those individuals proposed for the work including any subcontractors. Identify their project experience, professional certifications, affiliations, and other relevant qualifications.

Hydromax USA is a national professional services firm with nearly 500 employees. We have the necessary expertise and manpower to successfully execute this program and are well-positioned to provide additional capabilities and solutions to the City of Kingsport.





Andrew Apgar

Vice President of Sales, Water and Wastewater Solutions

Andrew brings more than 25 years' experience creating and delivering unique energy services and utility asset management solutions across diverse vertical markets and geographies. Before joining HUSA, Andrew held key sales and leadership positions with Schneider Electric, Mueller Service Co., and Triton Water Technologies. He previously served on the AWWA Water Loss Control and Asset Management Committees and has co-authored articles for the Florida Water Resources Journal and the Georgia Operator. He has a passion for helping his clients achieve their vision by leveraging technology-based solutions that improve their overall operational alignment with key performance goals.

Education

B.S., Management
United States Military Academy at West Point

Areas of Expertise

- Program management
- Team development
- Buried infrastructure assessment and analysis
- Energy management
- Non-revenue water
- Pipe condition assessment

Project Experience Highlights

VALVE & HYDRANT ASSESSMENT – CITY OF COCOA COCOA, FLORIDA

Program manager for comprehensive asset management program that involved the condition assessment and remediation of 36,000 water system valves and 12,000 fire hydrants. Asset data was captured, digitized, and integrated into Cocoa's GIS.

BIOSOLIDS ENERGY EFFICIENCY PROJECT – CITY OF LAKELAND LAKELAND, FLORIDA

Program manager for performance contract that enabled Lakeland to reduce the operating costs at its main wastewater reclamation facility by more than 40%. Through the program, Lakeland can capture and condition methane gas to use as a sustainable fuel source for an onsite cogeneration (CHP) system. This project received special recognition from the Environmental Protection Agency.

VALVE & HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Program manager for comprehensive asset management program that involved the condition assessment and remediation of 60,000 water system valves and 35,000 fire hydrants. Asset data was captured, digitized, and integrated into Metro Water Services' GIS.

METER REPLACEMENT/AMR PROJECT – EMERALD COAST UTILITIES PENSACOLA, FLORIDA

Program manager for non-revenue water program that allowed ECUA to replace more than 75,000 water meters and automate its meter reading capabilities. ECUA was able to reinvest recaptured water revenues to help fund the program.



Shane Majetich

Vice President of Water Solutions

Andrew brings more than 25 years' experience creating and delivering unique energy services and utility asset management solutions across diverse vertical markets and geographies. Before joining HUSA, Andrew held key sales and leadership positions with Schneider Electric, Mueller Service Co., and Triton Water Technologies. He previously served on the AWWA Water Loss Control and Asset Management Committees and has co-authored articles for the Florida Water Resources Journal and the Georgia Operator. He has a passion for helping his clients achieve their vision by leveraging technology-based solutions that improve their overall operational alignment with key performance goals.

Education

M.A., Accounting
University of South Florida

Areas of Expertise

- Program management
- Team development
- Contract management
- Buried infrastructure assessment and analysis
- GIS / data analysis
- Pipe condition assessment

Project Experience Highlights

VALVE AND HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Operations manager for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Operations Manager for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY SEMINOLE COUNTY, FLORIDA

Operations Manager for Seminole Counties full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.



Steve Coleman

Business Development Manager, Tennessee - Carolinas

Steve brings more than 30 years' experience creating and delivering unique municipal services and utility asset management solutions across diverse markets and geographies. Before joining HUSA, Steve held key sales and leadership positions with Ferguson Waterworks, Mueller Service Co., and Crescent Resources. A collaborative, client-focused leader with extensive business, project and people management experience in the construction, maintenance and service of water distribution and measurement systems. Accustomed to assessing the condition of municipal water usage and delivery systems.

Education

B.S., Civil Engineering
North Carolina State University

Areas of Expertise

- Project Management
- Contract management
- Buried infrastructure assessment and analysis
- Meter Installation
- Pipe condition assessment

Licensing

- Licensed Utility Contractor in, Florida, Virginia, North Carolina & South Carolina

Certifications

- CPR Certified
- OSHA 10 HR Class

Project Experience Highlights

AMI METER INSTALLATION – CITY OF NEWPORT NEWS NEWPORT NEWS, VIRGINIA

Project manager for comprehensive meter replacement program that involved the installation of infrastructure and 133,000 water meters with remote shutoffs. Asset data was captured, digitized, and integrated into NNWW's GIS.

AMI METER INSTALLATION PROJECT – HARNETT COUNTY LILLINGTON, NORTH CAROLINA

Project manager for comprehensive meter replacement program that involved the installation of infrastructure and 45,000 water meters. Coordinated the data integration into billing. Asset data was captured, digitized, and integrated into the customer's GIS.

VALVE & HYDRANT ASSESSMENT – WINSTON SALEM WINSTON SALEM, NORTH CAROLINA

Program manager for comprehensive asset management program that involved the condition assessment and remediation of 60,000 water system valves. Asset data was captured, digitized, and integrated into Winston Salem's' GIS.



Blaine Myers

Data Analyst Manager

Blaine manages Hydromax USA's team of data analysts. He has worked to help organizations maintain and improve their GIS through a wide range of methods. These include using GIS software to standardize information from multiple data sources, automating time consuming tasks through scripts and models, and utilizing web technologies to develop new products and extend the range of maps and data.

Areas of Expertise

- Project Management
- GIS / data analysis
- CMMS integration
- Project visualization tools

Project Experience Highlights

VALVE AND HYDRANT ASSESSMENT – METRO WATER SERVICE NASHVILLE, TENNESSEE

Operations manager for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Operations Manager for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE & HYDRANT ASSESSMENT – WINSTON SALEM WINSTON SALEM, NORTH CAROLINA

Program manager for comprehensive asset management program that involved the condition assessment and remediation of 60,000 water system valves. Asset data was captured, digitized, and integrated into Winston Salem's GIS.



Dustin Smith

Director of Safety, Risk & Procurement

Dustin manages Hydromax USA's Safety, Fleet, Logistics and Training Teams. He has worked to help organizations maintain and improve our safety statistics using a custom safety app that tracks all things safety in real time. This includes Jobsite Hazard Analysis's (JHA), Stop Work/Good Catches, Confined Space Entry Permits, PPE order requests, Site Safety Audits, and Incident/Injury Reporting Forms. This along with access to a full library of SDS sheets, training materials and quick reference documents to include the full Hydromax USA Safety Manual.

Certifications

- Certified Safety Professional (CSP)
- Construction Health & Safety Tech (CHST)
- OSHA 500
- OSHA 510
- CPR/AED Instructor Certified
- NFPA70E Certified
- Competent Person in Excavation, Confined Space, Aerial Lifts, H2S, LOTO, and Fall Protection

Areas of Expertise

- Safety and Risk
- Fleet and DOT management
- Procurement
- Construction, Real Estate, Licensing, and Insurance

Project Experience Highlights

REGIONAL SAFETY MANAGEMENT – SUBSTATION AND TRANSMISSION VARIOUS LOCATIONS THROUGHOUT THE UNITED STATES

Oversaw and assured safety of organizational employees by creating and rolling out safety policies, procedures, and training programs. Reviewed safety data and statistics to identify potential hazards or safety concerns in workplace. Led investigations of workplace accidents and incidents to identify causes. Conducted audits and safety walks to highlight unsafe/potentially unsafe conditions and design remedial measures. Updated management of organizational safety outlook and progress of various EHS initiatives through safety meetings and client safety meetings/briefs

SAFETY MANAGER – CHEMICAL REFINERTY PLANT CORPUS CHRISTI, TEXAS

Managed and maintained all safety procedures and processes as well as supervised site safety inspections for 800+ employees. Headed JSA audits, accident investigations, site safety audits, crane safety, and safety briefs. Provided effective general site management and guided confined space entry, fall protection, PPE, and incident reporting. Issued hot work permits, checked fire/hole watches, and administered bottle watch crews. Audited crew JHAs and covered all discrepancies with crews.

SAFETY MANAGER – POWER DISTRIBUTION RISING SUN, MARYLAND

Reviewed existing safe work practices of 500+ staff members and provided guidance and recommendations to improve compliance with state, federal, and internal regulations. Acclimated newly recruited staff members to organizational work environment through employee orientation sessions. Planned and initiated JSA and LOTO audits, provided safety briefs, investigated safety incidents, and reported to senior management on incidents. Conducted daily safety meetings for over 600 staff members. Issued and audited hot work permits, fire watches, confined space permits, and fall protection. Inspected and cleared permit required confined spaces with proper paperwork.

3.0 | Management

The project manager and principal in charge should be listed with their respective experience.



Lamar Carroll

Director of Operations, East, Water Solutions

Lamar manages the Eastern half of the U.S for the Water Group including Valve assessment and repairs, Fire Hydrant assessment and repair, Unidirectional flushing, Leak Detection, Pipe Condition assessment and construction/remediation activities. Management of these projects span long term scopes with multiple crews operating in multiple locations performing multiple tasks as well as short term single effort projects.

Project Experience Highlights

VALVE AND HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Operations manager for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Operations Manager for GLWA’s large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY SEMINOLE COUNTY, FLORIDA

Operations Manager for Seminole Counties full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.

Licensing

- Licensed Utility Contractor
 - Tennessee
 - Florida
 - Alabama
 - Virginia
- Florida level 3 distribution License

Certifications

- OSHA 30
- 16hr MOT
- Confined Space Entry
- Competent Person Excavation

Areas of Expertise

- Project Management
- Water systems evaluation
- Underground construction and remediation services
- Hydrant and valve repairs
- Field Execution

4.0 | Relevant Experience

Provide a listing of similar type projects completed by the firm during the past ten years.

Hydromax USA Project References

The Hydromax USA team has performed infrastructure condition assessment programs that have evaluated hundreds of thousands of water distribution system assets, helped clients recover millions of gallons in lost water, and provided information management services for improvement of system models and development of GIS integrated solutions for utilities across the United States.

The following references are provided to demonstrate the capabilities of the Hydromax USA team in working with diverse clients to create and deliver programs tailored to fit unique needs.



“

“I’ve worked closely with the folks at Hydromax USA for a number of years, and I would highly recommend their services. I would absolutely partner with them again.”

Chris Collier, Assistant Utilities Director, City of Cocoa

In the last ten (10) years, our team has developed and performed similar valve assessment programs for the following municipal water clients:

- City of Cocoa (FL)
- City of Durham (NC)
- City of Garland (TX)
- City of Houston (TX)
- City of Raleigh (NC)
- City of Waco (TX)
- City of Winston-Salem (NC)
- Great Lakes Water Authority (MI)
- Henrico County (VA)
- Indian River County (FL)
- Metro Water Nashville (TN)
- Seminole County (FL)

As you can see from our client list above, Hydromax USA is well-versed in partnering with large government agencies to develop and deliver comparable programs. Our team, including our field operations supervisors and technicians, is adept at working directly with staff, ensuring proper:

- Professional oversight and management
- Field services planning
- Client communications
- Public relations
- Site safety
- Permitting
- MOT
- Data capture/digitization/visualization
- Reporting



“Timely. Great communication. Great company. Complete work as requested.”

Chris Graybosch, Distribution Supervisor, Seminole County

Metro Water Services (#3)

Location: Nashville, TN

Contact: Alan Hand, 615.862.4847

Email: alan.hand@nashville.gov

Contract Dates: 2020 - ongoing

Contract Amount: \$12 million

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 60,000 water system valves.

Project Manager: Lamar Carroll

Metro Water Services (#2)

Location: Nashville, TN

Contact: Alan Hand, 615.862.4847

Email: alan.hand@nashville.gov

Contract Dates: 2015 - 2020

Contract Amount: \$5 million

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 60,000 water system valves.

Project Manager: Lamar Carroll

Metro Water Services (#1)

Location: Nashville, TN

Contact: Alan Hand, 615.862.4847

Email: alan.hand@nashville.gov

Contract Dates: 2011 - 2015

Contract Amount: \$2 million

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 30,000 water system valves.

Project Manager: Lamar Carroll

City of Houston

Location: Houston, TX

Contact: Venus Price, 346.324.3831

Email: venus.price@houstontx.gov

Contract Dates: 2019 - ongoing

Contract Amount: \$2 million annually

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 80,000 water system valves.

Project Manager: Russ Jackson

City of Raleigh

Location: Raleigh, NC

Contact: David Woodlief, 919.996.4526

Email: charles.woodlief@raleighnc.gov

Contract Dates: 2017 - 2022

Contract Amount: \$500,000 annually

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 1,350 large water system valves.

Project Manager: Lamar Carroll

City of Garland

Location: Garland, TX

Contact: Gustavo Reyes, 469.644.7202

Email: greyes@garlandtx.gov

Contract Dates: 2022 - Ongoing

Contract Amount: \$500,000 annually

Scope of Work: Condition assessment, maintenance, and GIS integration for 13,000 water system valves and 9,000 fire hydrants.

Project Manager: Russ Jackson

Winston-Salem / Forsyth County Utilities

Location: Winston-Salem, NC

Contact: Derek Stroud, 336.747.7350

Email: dereks@cityofws.org

Contract Dates: 2021 - ongoing

Contract Amount: \$1.6 million

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 42,000 water system valves.

Project Manager: Lamar Carroll

Orange County Utilities

Location: Orlando, FL

Contact: Dustin Putney-Hoke, 407.836.6822

Email: dustin.putney@ocfl.net

Contract Dates: 2022 - Ongoing

Contract Amount: \$9.6 million

Scope of Work: Condition assessment, maintenance, and GIS integration for 60,000 water system valves and 13,000 fire hydrants.

Project Manager: Lamar Carroll

Seminole County

Location: Sanford, FL

Contact: Shannon Ashworth, 407.665.2015

Email: sashworth@seminolecountyfl.gov

Contract Dates: 2011 – 2015; 2020 - Ongoing

Contract Amount: \$2 million

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 30,000 water system valves.

Project Manager: Lamar Carroll

City of Cocoa

Location: Cocoa, FL

Contact: Chris Collier, 321.433.8400

Email: ccollier@cocoafll.org

Contract Dates: 2012 - 2014

Contract Amount: \$1.3 million annually

Scope of Work: Condition assessment, maintenance, and GIS integration for 26,000 water system valves and 6,000 hydrants.

Project Manager: Lamar Carroll

Great Lakes Water Authority

Location: Detroit, MI

Contact: Todd King, 313.799.0289

Email: todd.king@glwater.org

Contract Dates: 2020 - 2023

Contract Amount: \$5.5 million

Scope of Work: Valve condition assessment, maintenance, vault inspection and GIS integration for 5,000 large (20 – 108 inch) water system valves.

Project Manager: Lamar Carroll

Henrico County

Location: Richmond, VA

Contact: Jarett Glasco, 804.5015680

Email: gla14@henrico.us

Contract Dates: 2015 – 2020; 2021 - Ongoing

Contract Amount: \$1 million

Scope of Work: Condition assessment, maintenance, and GIS integration for 13,000 water system valves and 5,000 fire hydrants.

Project Manager: Lamar Carroll

5.0 | Required Forms

Required Forms

The following forms and documentation are provided as required by the Invitation for Bid:

- A. Bid Bond
- B. Schedule
- C. BYRD Anti-Lobbying Amendment Certificate
- D. Iran Divestment Act Certificate
- E. Debarment Certificate
- F. Non-Boycott if Israel Certificate
- G. Compliance Affidavit
- H. Certificate of Insurance

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hydromax USA, LLC
3700 River Walk Drive
Flower Mound, TX 75028

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

CITY OF KINGSPORT
415 Broad Street
Kingsport, TN 37660

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Water Valve Condition Assessment Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of July, 2023.


(Witness)


Hydromax USA, LLC

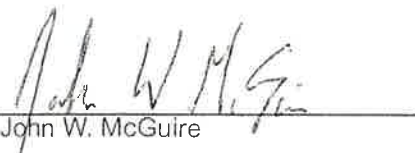
(Principal)

(Seal)

By:

(Title)

 VP of Finance


(Witness) John W. McGuire

Berkley Insurance Company

(Surety)

(Seal)

By:

(Title)

 William Reidinger, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: William Reidinger

Surety Bond No.: Bid Bond
Principal: Hydromax USA, LLC
Obligee: CITY OF KINGSPORT
Amount of Bond: See Bond Form

Assurance, a Marsh & McLennan Agency, LLC company
Schaumburg, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.



(Seal)

Attest:

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27th day of July, 2023.



(Seal)

Vincent P. Forte
Vincent P. Forte

Item X19.

I propose to commence the work within 90 calendar days after notification of acceptance of bid and complete the work in 365 calendar days.

LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the owner the sum of \$500.00 per day as fixed, agreed and liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with Section "Changes in Work" under GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

My Terms are AS PER BID DOCUMENT.

The bidder hereby agrees that the Board of Mayor and Aldermen have the right to reject any and all bids received and to waive any informalities.


Certified check or bid bond is herewith deposited with the City Treasurer, in the sum of 5% of the total bid amount, made payable to the order of City Treasurer of the City of Kingsport, Tennessee, with the understanding that if the bid herewith submitted is rejected, the said check will be returned to the bidder; and if the said bid is accepted by the City of Kingsport, check will be returned to the bidder upon the execution and securing of a contract to do the said work. If awarded the contract to this work, and the bidder refuses or neglects to execute a written contract to do the same and furnish security in the amount required within ten days after being notified that the contract has been awarded to him the certified check shall be forfeited to the City as liquidated damages for such neglect or refusal, and the amount so collected shall be paid into the fund set aside for the City's portion of the cost of the proposed improvement.

The successful contractor shall provide for workman's compensation and comprehensive general public liability insurance in amounts acceptable to the City. The contractor will furnish comprehensive automobile liability insurance and insurance in such form as shall be satisfactory to the City. The contractor shall furnish owner's liability insurance to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons or property arising out of the performance of the contract caused in any way by the acts or omissions of the contractor or the contractor's agents, employees, or subcontractor during or in connection with the contract work, excepting bodily injury or death or property damage caused by the sole negligence of the owner, its agents or employees. The successful contractor is required to complete a Beneficial Owners Form for projects which exceed \$500,000.00. The form will be provided to the successful contractor at the Pre-Construction Meeting and will be required to be submitted to the City with the first Pay Application/Request.

We have read and acknowledge the requirements of owner's liability insurance to save and defend the City harmless.

We acknowledge receipt of 2+ addendum(s) to this project.

BID TO BE SUBMITTED IN DUPLICATE



HANDWRITTEN Signature of Authorized Representative

7-27-2023

Date

Hydromax USA, LLC

FIRM

71701

Tennessee Contractor's License Number

BID MUST BE SIGNED TO BE CONSIDERED

Item X19.

**ATTACHMENT
CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Hydromax USA, LLC

3700 River Walk Dr, Ste 145

Flower Mound, TX 75028

Name/Address of Organization

Michael Farmer, VP Finance

Name/Title of Submitting Official



Signature

7/25/23

Date

**IRAN DIVESTMENT
ACT**

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

I affirm, under the penalties of perjury, this statement to be true and correct.

7/25/23
Date


Signature of Bidder

Michael Farmer

Hydromax USA, LLC
Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The **City/County of** _____ may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The **City/County of** _____ makes a determination that the goods or services are necessary for the **City/County of** _____ to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**CERTIFICATION OF SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
EXCLUSION**

Pursuant to 2 CFR Parts 183, 215, and 2424, and the requirement of the U.S. Department of Housing and Urban Development (HUD), subcontractors for projects that are funded in whole or in part by HUD funds must provide information concerning the entity's debarment, suspension, ineligibility or exclusion status. This document shall be completed and provided to the prime contractor.

1. By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below:
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
3. Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneously reason of changed circumstances.
4. By submitting this document, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

The subcontracting entity may satisfy the requirement of this document via one of the two options below:

Option 1: SAM.gov Active Registration

Entity Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SAM Entity ID: _____ Expiration Date: _____

Active Exclusions: Yes No

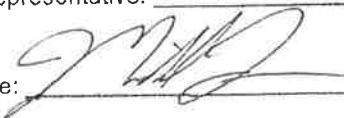
Option 2: Signed Certification

Entity Name: Hydromax USA, LLC

Address: 3700 River Walk Dr., Ste 145

City: Flower Mound State: TX Zip: 75028

Entity Representative: Michael Farmer Title: VP Finance

Signature: 

Item X19.

CERTIFICATION OF NON-BOYCOTT OF ISRAEL

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

I certify this statement to be true and correct.

Michael Farmer

Bidder Name Printed



Signature of Bidder

7/25/23

Date

Hydromax USA, LLC

Company

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: Hydromax USA, LLC

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?
Yes No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes No
If you answered yes please state the name of the employee or board member

6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (Tenn. Code Ann. § 101 et seq.), by submission of this bid/proposal, each vendor and each bidder certifies, on behalf of any vendor certifies, and

Item X19.

in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

- 12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
- 13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

- 14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

- 15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED BY: 

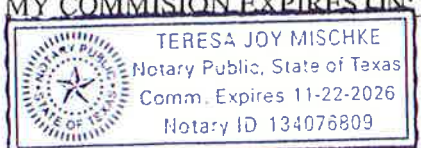
PRINTED NAME: Michael Farmer

TITLE: VP Finance

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: 7-25-2023

BY (NOTARY PUBLIC): 

MY COMMISSION EXPIRES ON: 11-22-2026



Item X19.

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 3 PAGES)
THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: Hydromax USA, LLC

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?
 Yes X No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes X No

If you answered yes please state the name of the employee or board member

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7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

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8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

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NON-BOYCOTT OF ISRAEL AFFIDAVIT

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/ proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED BY: 

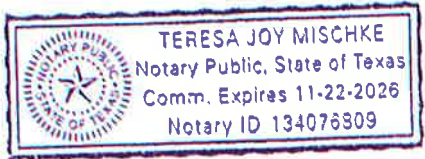
PRINTED NAME: Michael Farmer

TITLE: VP Finance

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: 7-25-2023

BY (NOTARY PUBLIC): 

MY COMMISSION EXPIRES ON: 11-22-2026





CERTIFICATE OF LIABILITY INSURANCE

2/15/2024

DATE (MM/DD/YYYY)

4/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1514811 HYDROMAX USA LLC 3700 Riverwalk Drive, Suite 145 Flower Mound TX 75028	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : The Travelers Indemnity Company of America	NAIC # 25666
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Underwriters at Lloyds of London	10736
	INSURER D : The Travelers Indemnity Company of Connecticut	25682
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 18942028 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	DT-CO-158D2429-TIA-23	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-158D2430-23-26	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000	N	N	CUP-4W507598-23-26	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	UB-4W129884-23-26-G	2/15/2023	2/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution Liability	N	N	B0621PHYDR000423	2/15/2023	2/15/2024	\$2,000,000 Ea claim/Agg / Ded:\$25K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of insurance only.

CERTIFICATE HOLDER

CANCELLATION See Attachment

18942028 Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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6.0 | Pricing

Item	Base Items	UOM	Est. Quantity	Unit Price	Ext. Price
1	GPS Only	EACH	250	\$15.00	\$3,750.00
1A	GPS/Vac/Collect Data	EACH	2400	\$28.00	\$67,200.00
2	Valve Assessment 4" and smaller	EACH	408	\$56.00	\$22,848.00
3	Valve Assessment 6" - 8"	EACH	7,800	\$61.00	\$475,800.00
4	Valve Assessment 10" - 12"	EACH	4034	\$66.00	\$266,244.00
5	Valve Assessment 14" - 24"	EACH	200	\$225.00	\$45,000.00
6	Raise Valve Box 2-4" not in Asphalt	EACH	20	\$85.00	\$1,700.00
7	Raise Valve Box 5-12" not in Asphalt	EACH	20	\$195.00	\$3,900.00
9	Realign Valve Box in non asphalt area	EACH	20	\$525.00	\$10,500.00
12	Hourly Crew Rate	HR	30	\$235.00	\$7,050.00
13	MOT Daily Rate	DAY	30	\$1,200.00	\$36,000.00
Base Total					\$939,992.00



Addendum Number 1

August 25, 2023

From: Procurement Department

Re: Water Valve Condition Assessment Program Re-Bid

Issue Date: August 16, 2023

Due Date: September 6, 2023

Please see the following questions & answers:

1. Q: Will Kingsport consider an addendum to extend the response due date?
A: *Yes, proposal will be due on Wednesday September 6, 2023. The location and time have not changed.*

2. Q: Of the 20,000 valves to be assessed how many of these valves are 12-inch and smaller?
A: *We believe 90%, or more, of our valves are 12" or smaller.*

End of Addendum Number 1

*Juc
9/5/2023*



Addendum Number 2

August 29, 2023

From: Procurement Department

Re: Water Valve Condition Assessment Program Re-Bid

Issue Date: August 16, 2023

Due Date: September 6, 2023

Please see the following questions & answers:

We are thinking about digitizing the CAD/paper maps first to give our field crews the ability to work using a ARCGIS field map like product which is our normal workflow

Is the plan to give the winning contractor a stack of existing paper maps? **We plan on reviewing all forms of our records with the winning contractor to develop a strategy for locating valves.**

Is there a scanned version of those maps? **Not currently but they can be scanned.**

How much info do you think would be lost if we digitized off of the CAD vs the paper maps? **I think most of the data from the paper maps has been captured in the CAD drawings. We do believe some data would be lost if we did not utilize the paper maps.**

How many maps are there? **There are 170 maps at the scale of the example maps and one map that covers the area of about 12 of the example map blocks.**

Is the 7k valves currently in GIS in one area representing entire maps, or would those maps still be needed? **The existing valves are scattered throughout the system. There is no portion of our service area that has had all of the valves inventoried.**

Can you provide any detail on the valves larger than 12"? **Most are hub operated gate valves with some butterfly valves.**

What is the largest valve in the system? **The largest valves in the scope of work are 24".**

When is the last time a system wide valve assessment program was done? **This is the first time the City will do a valve assessment program.**

How many valves are in vaults vs roadway boxes? **Almost all valves will be accessible via a valve box similar to City of Kingsport Standard Detail A4.15.**

Can bid docs be digitally signed? **Yes**

End of Addendum Number 2

City Hall | Procurement

415 Broad Street | Kingsport, TN 37660 | P: 423-229-9419 | F: 423-224-2433

www.kingsporttn.gov

Item X19.

*Jul
9/5/2023*



Addendum Number 1

July 18, 2023

From: Procurement Department

Re: Water Valve Condition Assessment Program

Issue Date: July 1, 2023

Due Date: August 9, 2023

Please see the following questions & answers:

Q: Can you provide a range of sizes for the 20,000 assumed valves?

A: *Our valves range from 2" to 24". I would expect 80% to be 8" or smaller.*

Q: In response to Kingsport's desire for unit pricing versus a lump sum, we submit the attached example bid form for the City's review and incorporation via amendment.

A: *Our desire is for the firms proposing to provide their own pricing. As this is a unique project, we expect different firms to structure their costs in a different manner. Cost is only 20% of the selection criteria. We do not want to specify a pricing model for this project. While we anticipate unit price pricing structures we do not wish to exclude lump sum or other pricing structures.*

Q: The Bid documents state the bid is for 20,000 valves. It also states that Kingsport has 40,000 valves total. Does the City intend for the selected contractor to perform 20,000 valve assessments annually for two (2) years, until all 40,000 valves have been assessed?

A: *We have approximately 20,000 valves in our system. The only mention of 40,000 is our number of customers. The contract will be for approximately 20,000 valves and the proposal should reflect that.*

The RFP states the utility serves roughly 40,000 customers and that proposals should assume approximately 20,000 system valves.

The City has a preference for completing the project as quickly as possible but does not want to specify a required completion timeframe short of September, 2026 to comply with funding requirements.

Q: The bid documents reference retainage of 5%. This is not typical for valve contracts since the contractor provides data that has been through a QA/QC process as proof of work completion. We respectfully request that retainage be removed from the contract.

A: *Retainage of 5% will remain a requirement.*

Q: We are respectfully request a one week extension to allow for questions to be addressed.

A: *The RFP due date has been changed to August 9, 2023. The location and time have not changed.*



End of Addendum Number 1

Steph W. Cal
Hydromax USA



AGENDA ACTION FORM

Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 5 of the City Charter

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

Action Form No.: AF-20-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Mayor Shull/Rowlett
Presentation By: Mayor Shull

Recommendation:

Approve the resolution.

Executive Summary:

The attached resolution requests the Tennessee General Assembly pass a private act to amend Article III, Section 5 of the Charter of the City of Kingsport which establishes compensation for the Board of Mayor and Aldermen. This amendment would empower the board to set the compensation which board members receive by ordinance. The resolution also calls for the ratification of the private act by a two-thirds vote of the legislative body.

Presently, the Charter specifies a set amount for the compensation of the Mayor and the Aldermen. The current rate of compensation was set by a charter amendment ratified in 1989. Many other cities set the compensation for the governing body by ordinance through the budgetary process. Several neighboring cities follow this process including Bristol, Johnson City, Greeneville, and Elizabethton.

The City's Charter can only be amended by a private act of the General Assembly which must then be ratified locally either by a two-thirds majority vote of the board or by majority vote in a referendum. Ratification is a requirement pursuant to Article XI, Section 9 of the *Tennessee Constitution*. In the past, ratification has predominantly been by a two-thirds majority vote of the board.

Historically, the process to amend the Charter has been initiated through passage of a resolution by the board.

Attachments:

- 1. Resolution
- 2. Article III, Section 5 of the Charter of the City of Kingsport

Item X110.

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

RESOLUTION NO. _____

A RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO PASS A PRIVATE ACT AMENDING ARTICLE III SECTION 5 OF THE CHARTER OF THE CITY OF KINGSPORT PERTAINING TO COMPENSATION OF THE BOARD OF MAYOR AND ALDERMNE; AUTHORIZING THE CITY MANAGER TO SEND THIS RESOLUTION TO MEMBERS OF THE GENERAL ASSEMBLY; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

BE IT RESOLVED by the Board of Mayor and Aldermen that this Board does hereby request the members of the Tennessee General Assembly representing the citizens of Kingsport to take appropriate action to amend the Charter of the City of Kingsport as follows:

SECTION I. To amend Article III, Section 5, of said Charter relating to the compensation of the board of mayor and aldermen, to read as follows:

ARTICLE III. BOARD OF MAYOR AND ALDERMEN

Sec. 5. - Compensation of the board of mayor and alderman.

The compensation of the board of mayor and aldermen shall be as follows:

- (a) The salary of the mayor, vice-mayor, and aldermen shall be fixed by ordinance.
- (b) The mayor, vice-mayor and each alderman shall be reimbursed for their actual and reasonable expenses incurred in the performance of their official duties.

SECTION II. That this act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Kingsport. Its approval or non-approval shall be proclaimed by the presiding officer of such legislative body and certified to the secretary of state.

SECTION III. That the city manager is authorized and directed to forward copies of this Resolution to all members of the Sullivan County and Hawkins County delegations to the Tennessee General Assembly, and he is further authorized and directed to do all things lawful and to execute and deliver such documents, approved by the city attorney, as may in his discretion be necessary and desirable to implement the intent of this resolution.

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

State of Tennessee



Department of State

To all to whom these Presents shall come, Greeting:

I, Gentry Crowell, Secretary of State of the State of Tennessee, do hereby certify that the annexed is a true copy of

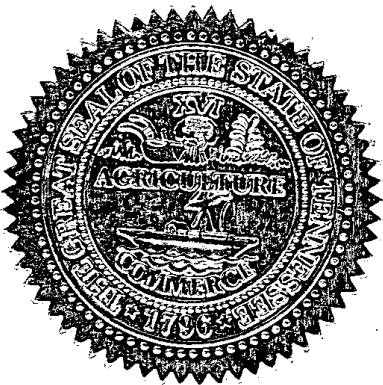
PRIVATE CHAPTER NO. 45

HOUSE BILL NO. 1459

PRIVATE ACTS OF 1989

the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I have hereunto subscribed my Official Signature and by order of the Governor affixed the Great Seal of the State of Tennessee at the Department in the City of Nashville, this 11th day of April, A.D. 19 89



Gentry Crowell
Secretary of State



State of Tennessee

PRIVATE CHAPTER NO. 45

HOUSE BILL NO. 1459

By Hubbard, Givens, Yelton

Substituted for: Senate Bill No. 1481

By Montgomery, Arnold

AN ACT to amend Chapter 76 of the Private Acts of 1917, being the Charter for the City of Kingsport, as amended by Chapter 53 of the Private Acts of 1953, Chapter 130 of the Private Acts of 1983, and, all other Acts amendatory thereto, to fix the compensation to the Mayor, Vice-Mayor and each Alderman.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 76 of the Private Acts of 1917, being the Charter of the City of Kingsport, as amended by Chapter 53 of the Private Acts of 1953, Chapter 130 of the Private Acts of 1983, and, all other Acts amendatory thereto, is further amended by deleting Section 5 of the Article III in its entirety and substituting in lieu thereof the following new Section 5:

The compensation of the Board of Mayor and Aldermen shall be as follows:

- (a) The salary of the Mayor shall be \$3,000 per annum. The salary of the Vice-Mayor and each Alderman shall be \$2,400 per annum; but, the salary of any such member of the Board of Mayor and Aldermen shall not be increased or diminished during the term for which he is elected.
- (b) The annual salaries so fixed for all members of the Board of Mayor and Aldermen shall be payable in equal semi-monthly installments.
- (c) The Mayor, Vice-Mayor and each Alderman shall be reimbursed for their actual and reasonable expenses incurred in the performance of their official duties.


SECTION 2. If any provision of this Act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Act which can be given effect without the invalid provision or application, and to this end, the provisions of the Act are declared to be severable.

SECTION 3. This Act shall have no effect unless it is approved by a two-thirds (2/3) vote of the Board of Mayor and Aldermen of the City of Kingsport on or before June 30, 1989. The City Recorder shall certify to the Secretary of State the action of the Board of Mayor and Aldermen on this Act.

SECTION 4. For the purpose of approving or rejecting the provisions of this Act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective upon being approved as in Section 3 of this Act.

HOUSE BILL NO. 1459

PASSED: APRIL 3, 1989


ED MURRAY, SPEAKER
HOUSE OF REPRESENTATIVES


JOHN S. WILDER
SPEAKER OF THE SENATE

APPROVED this 10th day of April 1989


NED McWHERTER, GOVERNOR

State of Tennessee



Department of State

To all to whom these Presents shall come, Greeting:

I, Gentry Crowell, Secretary of State of the State of Tennessee, do hereby certify that the annexed is a true copy of

PRIVATE CHAPTER NO. 45
HOUSE BILL NO. 1459
PRIVATE ACTS OF 1989

the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I have hereunto subscribed my Official Signature and by order of the Governor affixed the Great Seal of the State of Tennessee at the Department in the City of Nashville, this 26th day of April, A.D. 19 89



Gentry Crowell
Secretary of State



State of Tennessee

PRIVATE CHAPTER NO. 45

HOUSE BILL NO. 1459

By Hubbard, Givens, Yelton

Substituted for: Senate Bill No. 1481

By Montgomery, Arnold

AN ACT to amend Chapter 76 of the Private Acts of 1917, being the Charter for the City of Kingsport, as amended by Chapter 53 of the Private Acts of 1953, Chapter 130 of the Private Acts of 1983, and, all other Acts amendatory thereto, to fix the compensation to the Mayor, Vice-Mayor and each Alderman.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 76 of the Private Acts of 1917, being the Charter of the City of Kingsport, as amended by Chapter 53 of the Private Acts of 1953, Chapter 130 of the Private Acts of 1983, and, all other Acts amendatory thereto, is further amended by deleting Section 5 of the Article III in its entirety and substituting in lieu thereof the following new Section 5:

The compensation of the Board of Mayor and Aldermen shall be as follows:

(a) The salary of the Mayor shall be \$3,000 per annum. The salary of the Vice-Mayor and each Alderman shall be \$2,400 per annum; but, the salary of any such member of the Board of Mayor and Aldermen shall not be increased or diminished during the term for which he is elected.

(b) The annual salaries so fixed for all members of the Board of Mayor and Aldermen shall be payable in equal semi-monthly installments.

(c) The Mayor, Vice-Mayor and each Alderman shall be reimbursed for their actual and reasonable expenses incurred in the performance of their official duties.


SECTION 2. If any provision of this Act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Act which can be given effect without the invalid provision or application, and to this end, the provisions of the Act are declared to be severable.

SECTION 3. This Act shall have no effect unless it is approved by a two-thirds (2/3) vote of the Board of Mayor and Aldermen of the City of Kingsport on or before June 30, 1989. The City Recorder shall certify to the Secretary of State the action of the Board of Mayor and Aldermen on this Act.

SECTION 4. For the purpose of approving or rejecting the provisions of this Act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective upon being approved as in Section 3 of this Act.

HOUSE BILL NO. 1459

PASSED: APRIL 3, 1989



ED MURRAY, SPEAKER
HOUSE OF REPRESENTATIVES



JOHN S. WILDER
SPEAKER OF THE SENATE

APPROVED this 10th day of April 1989



NED McWHERTER, GOVERNOR

ARTICLE III. BOARD OF MAYOR AND ALDERMEN

Sec. 5. Compensation of the board of mayor and alderman.

The compensation of the board of mayor and aldermen shall be as follows:

- (a) The salary of the mayor shall be three thousand dollars (\$3,000.00) per annum. The salary of the vice-mayor and each alderman shall be two thousand four hundred dollars (\$2,400.00) per annum; but, the salary of any such member of the board of mayor and aldermen shall not be increased or diminished during the term for which he is elected.
- (b) The annual salaries so fixed for all members of the board of mayor and aldermen shall be payable in equal semimonthly installments.
- (c) The mayor, vice-mayor and each alderman shall be reimbursed for their actual and reasonable expenses incurred in the performance of their official duties.

(Pvt. Acts 1917, ch. 76, art. 3, § 5; Pvt. Acts 1963, ch. 53, § 1; Pvt. Acts 1989, ch. 45, § 1)



AGENDA ACTION FORM

Consideration of a Resolution Requesting a Private Act from the Tennessee General Assembly Amending Article III, Section 2 of the City Charter

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

Action Form No.: AF-21-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Mayor Shull/Rowlett
Presentation By: Mayor Shull

Recommendation:

Approve the resolution.

Executive Summary:

The attached resolution requests the Tennessee General Assembly to pass a private act to amend Article III, Section 2 of the Charter of the City of Kingsport with regards to the Mayor’s term. The amendment would increase the Mayor’s term from two years to four years thereby matching the term of aldermen.

The resolution also call for the ratification of the private act in an election by a majority of the qualified voters of the City of Kingsport voting in said election.

The City’s Charter can only be amended by a private act of the General Assembly which must then be ratified locally either by a two-thirds majority vote of the board or by majority vote in a referendum. Ratification is a requirement pursuant to Article XI, Section 9 of the *Tennessee Constitution*. In the past, ratification has predominantly been by a two-thirds majority vote of the board.

Historically, the process to amend the Charter has been initiated through passage of a resolution by the board.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO PASS A PRIVATE ACT AMENDING ARTICLE III, SECTION 2 OF THE CHARTER OF THE CITY OF KINGSPORT RELATING TO THE TERM OF THE MAYOR; AUTHORIZING THE CITY MANAGER TO SEND THIS RESOLUTION TO MEMBERS OF THE GENERAL ASSEMBLY; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

BE IT RESOLVED by the Board of Mayor and Aldermen that this Board does hereby request the members of the Tennessee General Assembly representing the citizens of Kingsport to take appropriate action to amend the Charter of the City of Kingsport as follows:

SECTION I. To amend Article III, Section 2, of said Charter relating to the term of the Mayor, to read as follows:

ARTICLE III. BOARD OF MAYOR AND ALDERMEN

Sec. 2. - Election, term of mayor; designation of members as board of mayor and aldermen.

At the general election in August of 2026, and every four (4) years thereafter, there shall be elected by the qualified voters of the City of Kingsport, a mayor who shall serve a term of four (4) years beginning on the first day of September following this election. The mayor and aldermen shall together constitute the board of mayor and aldermen of the City of Kingsport.

No person shall be a candidate for the office of mayor and the office of alderman in the same election, nor shall any person hold both offices at the same time.

In the event an incumbent alderman having an unexpired term remaining to serve, shall run and be elected to the office of mayor, upon taking office as mayor the vacancy thus created in the office of alderman shall be filled as hereinafter set out in section 10 of this article.

SECTION II. That this act shall have no effect unless it is approved by a majority of the number of qualified voters of the City of Kingsport voting in an election on the question of whether or not this Act should be approved, the results of which to be proclaimed by the County Election Commissioners and certified by them to the Secretary of State as provided by law.

SECTION III. That the city manager is authorized and directed to forward copies of this Resolution to all members of the Sullivan County and Hawkins County delegations to the Tennessee General Assembly, and he is further authorized and directed to do all things lawful and to execute and deliver such documents, approved by the city attorney, as may in his discretion be necessary and desirable to implement the intent of this resolution.

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ARTICLE III. BOARD OF MAYOR AND ALDERMEN

Sec. 2. Election, term of mayor; designation of members as board of mayor and aldermen.

At the general city election in May of 1979, and every two (2) years thereafter, there shall be elected by the qualified voters of the City of Kingsport, a mayor who shall serve a term of two (2) years beginning at the first regular meeting of the board in July following his election. The mayor and aldermen shall together constitute the board of mayor and aldermen of the City of Kingsport.

No person shall be a candidate for the office of mayor and the office of alderman in the same election, nor shall any person hold both offices at the same time.

In the event an incumbent alderman having an unexpired term remaining to serve, shall run and be elected to the office of mayor, upon taking office as mayor the vacancy thus created in the office of alderman shall be filled as hereinafter set out in section 10 of this article.

(Pvt. Acts 1917, ch. 76, art. 3, § 2; Pvt. Acts 1963, ch. 25, § 9; Pvt. Acts 1978, ch. 283, § 1; Pvt. Acts 1979, ch. 40, § 1; Pvt. Acts 2015 , ch. 9, § 2)



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)

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

Action Form No.: AF-45-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:
Approve the resolution.

Executive Summary:
Tennessee’s solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities. In June 1996, the City executed a contract in lieu of a performance bond. The present amount of financial assurance is \$2,275,158.26. This amount must be adjusted annually for inflation. The new amount of \$2,534,012.12 requires an amendment to the contract.

- Attachments:**
- 1. Resolution
 - 2. Memo
 - 3. Amendment

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

WHEREAS, Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities; and

WHEREAS, in June 1996, the city executed a contract in lieu of a performance bond, and the present amount of financial assurance is \$2,275,158.26, which must be adjusted annually for inflation; and

WHEREAS, the new amount of financial assurance is \$2,534,012.12, and requires an amendment to the contract.

Now therefore,

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

SECTION I. That an amendment to the agreement with Tennessee Department of Environment and Conservation (TDEC) for the for the inflation adjustment for the financial assurance for the landfill, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the Tennessee Department of Environment and Conservation (TDEC) for the for the inflation adjustment for the financial assurance for the landfill, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment being generally as follows:

Department of Environment and Conservation, Division of Solid Waste Management

1. This amendment is made by the City of ***Kingsport*** ("the City"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the ***City of Kingsport Demolition Landfill***, Permit Number ***DML82000016 Phase 1 Area 2 only*** entered on or about ***07/24/1996*** ("the Contract").
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:
The total penal sum of this contract is:
\$ 2,534,012.12
3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.

5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.
6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the EffectiveDate upon all signatures.
[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Financial Assurance
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 253-6367
TDEC.Financial.Assurance@tn.gov

The Honorable Patrick W. Shull
Mayor of the City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RE: 2024 Annual Inflation Adjustment of the Financial Assurance for **City of Kingsport Demolition Landfill**, Permit Number **DML820000016 (Phase 1 Area 2 only)** as required by the Regulations of TDEC's Division of Solid Waste Management

To whom it may concern:

All county and municipal "Contracts of Obligation in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Bureau of Economic Analysis in its Survey of Current Business.

The staff of TDEC's Division of Financial Assurance, utilizing data published by the U. S. Bureau of Economic Analysis, has projected the inflation factor to be used for **2024** inflation adjustments as **3.80%**. The amount of your financial assurance instrument(s) from the **Year 2023** must be multiplied by **1.0380**. The permitted facility and/or TDEC may reserve the right to adjust this figure later based upon revised data released by the U. S. Bureau of Economic Analysis during the year.

Effective immediately, any County or Municipal Contract of Obligation in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00). This is a change from the previous threshold of Five Thousand Dollars (\$5,000.00). For example, if the inflation adjustment is \$4,000.00 in year one, \$5,000.00 in year two, and \$6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000.00. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2024 Inflation Adjustment(s)

Facility Permit #:	Financial Instrument Type & #:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance On File:	Inflation Adjustment/ Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total Required Amount of Financial Assurance:
DML820000016 Phase 1 Area 2 only	Contract	07/24/2024	\$ 2,275,158.26	\$ 258,853.86	\$ 0.00	\$ 2,534,012.12

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the **2024** annual inflation adjustment and/or post-closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

- (1) If you currently have a financial assurance instrument on file with TDEC that was issued by a Commercial Financial Institution, that institution may consider this letter as TDEC's authorization for it to change the amount of the financial instrument(s) to the amount(s) specified in this letter for the specific permit(s) as listed.**
- (2) If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the TDEC Field Office Staff, do not reduce your financial assurance instrument until the TDEC Field Office has approved the performance of the required post-closure work.**

If you have any questions, please send an e-mail to TDEC.Financial.Assurance@tn.gov, or call 615-253-6367. Please submit the inflation adjusted financial instrument(s) to the TDEC Division of Financial Assurance at the address listed on the letterhead as indicated above.

Respectfully,



Jennifer Gelfand
TDEC Division of Financial Assurance

Enclosures: Annual Inflation Letter, Amendments to Contract of Obligation in Lieu of Performance Bond, Customer Information Spreadsheet

CC: Chris Lamb, Manager, TDEC Division of Solid Waste Management, Johnson City Field Office

**Amendment of Contract of Obligation in Lieu of Performance Bond (City)
Department of Environment and Conservation, Division of Solid Waste Management**

1. This amendment is made by the City of **Kingsport** (“the City”), and the Tennessee Department of Environment and Conservation (“the Department”) to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the **City of Kingsport Demolition Landfill**, Permit Number **DML82000016 Phase 1 Area 2 only** entered on or about **07/24/1996** (“the Contract”).
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:

The total penal sum of this contract is:

\$ 2,534,012.12
3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.
5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.
6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

On Behalf of the City of **Kingsport** _____

Printed Name: **Patrick W. Shull** _____

Title: **Mayor** _____

Date: _____

On Behalf of the Tennessee Department of Finance and Administration

Jim Bryson, Commissioner
Tennessee Department of Finance and Administration

Date: _____

On Behalf of the Tennessee Department of Environment and Conservation

David W. Salyers, P.E., Commissioner
Tennessee Department of Environment and Conservation

Date: _____



AGENDA ACTION FORM

Consideration of a Resolution to Renew the Lease with the Model City Makerspace

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

Action Form No.: AF-41-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Kristie Leonard
Presentation By: Michael Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will renew the existing lease at 118 Shelby Street (Inventor Center) with the Model City Makerspace.

The Inventor Center is Downtown Kingsport’s Makerspace which provides the community an opportunity for recreational making, craft, art, and more along with entrepreneurship and business possibilities. The facility has an electronics lab, metal shop, wood shop, and is part of Innovation Village. The Inventor Center works closely with Kingsport Cultural Arts on a variety of programs for the public.

The property is leased for \$1.00 annually.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE RENEWAL AGREEMENT WITH MODEL CITY MAKERSPACE D/B/A THE INVENTOR CENTER FOR 118 SHELBY STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on May 4, 2021, the board adopted Resolution No. 2021-219 approving a lease agreement with Model City Makerspace, a Tennessee nonprofit corporation operating as the Inventor Center, leasing city property consisting of a building and parking area at 118 Shelby Street; and

WHEREAS, the Inventor Center is a not-for-profit charitable organization as defined by Tenn. Code Ann. §§ 6-54-111 and 48-51-101 *et seq.*, providing recreational and educational opportunities to citizens; and

WHEREAS, the Inventor Center continues to make good use of the space, from which it provides valuable benefits and services to citizens; and

WHEREAS, the Inventor Center desires and the board finds it beneficial to renew the lease with the Inventor Center.

Now therefore,

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

SECTION I. That a lease renewal agreement generally as set out below with The Inventor Center is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Agreement generally as set out below with Model City Makerspace d/b/a The Inventor Center for property located at 118 Shelby Street and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Lease or this resolution, said Lease being as follows:

RENEWAL OF LEASE

CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, (herein "Lessor") and MODEL CITY MAKERSPACE, Inc., d/b/a Inventor Center a section 501(c)(3) Tennessee non-profit charitable organization as defined in T.C.A. § 6-54-111 (herein called "Tenant") desire to execute this Renewal of Lease.

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement on May 1, 2021 pursuant to which Tenant leased property owned by Lessor located at 118 Shelby Street, Kingsport, Tennessee; and

WHEREAS, pursuant to Section 2.1 of the lease the parties, upon written agreement, could renew the lease for additional one-year terms; and

WHEREAS, while no lease renewal was executed upon the conclusion of the initial one-year term Tenant continued its use and enjoyment of the property to the satisfaction of Lessor; and

WHEREAS, the parties do desire to extend the lease for an additional one-year term in such a manner so as to conform with the requirements of Section 2.1 of the Lease.

NOW THEREFORE, upon the mutual exchange of consideration between the parties the receipt and sufficiency of which is hereby acknowledged the Lease dated May 1, 2021, is hereby extended for

an additional twelve (12) month period effective on May 1, 2024. The parties hereby acknowledge and agree this renewal shall operate as the second renewal of the lease. Furthermore, it is hereby acknowledged and agreed the terms and conditions of the May 1, 2021 Lease are incorporated herein by reference and shall establish the rights and responsibilities of Lessor and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with the effective date of February 6, 2024.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Accepting the Donation of “Ashanti: A Carousel Zebra” to the Kingsport Carousel from the Bays Mountain Chapter of Embroiderers’ Guild of America

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

Action Form No.: AF-39-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Kristie Leonard
Presentation By: Michael Borders

Recommendation:
Approve the Resolution.

Executive Summary:
In the first half of 2018, the Bays Mountain Chapter of Embroiderers’ Guild of America began stitching “Ashanti: A Carousel Zebra.” The group wishes to donate the piece to the Kingsport Carousel where it can be publicly displayed for the community to enjoy.

The value of this piece is between \$1500 and \$2000. There are hundreds of hours that have been spent on stitching the piece. The framed piece measures 25 inches wide by 26 ½ inches in height.

- Attachments:**
- 1. Resolution
 - 2. Picture of the Piece
 - 3. Letter from the Donating Organization

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF THE EMBROIDERY "ASHANTI: A CAROUSEL ZEBRA" TO THE KINGSPORT CAROUSEL FROM THE BAYS MOUNTAIN CHAPTER OF EMBROIDERERS' GUILD OF AMERICA

WHEREAS, the Bays Mountain Chapter of Embroiderers' Guild of America wishes to donate the piece "Ashanti: A Carousel Zebra." to the Kingsport Carousel where it can be publicly displayed for the community to enjoy; and

WHEREAS, the piece was began in the first half of 2018 with hundreds of hours being devoted to its completion; and

WHEREAS, the value of this piece is between \$1,500.00 and \$2,000.00 and the framed piece measures 25 inches wide by 26 ½ inches in height.

Now therefore,

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

SECTION I. That the donation to the city from the Bays Mountain Chapter of Embroiderers' Guild of America of "Ashanti: A Carousel Zebra" in the estimated amount of \$2,000.00, is accepted.

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Mary E. Beuris
Bays Mountain Chapter
Embroiderers' Guild of America
553 W Stone Drive
Kingsport, TN 37660-3212
January 5, 2024

Ms. Beth Estep Lane
Kingsport Office of Cultural Arts
City of Kingsport
1200 East Center Street
Kingsport, TN 37660

Dear Ms. Lane:

In the first half of 2018, the Bays Mountain Chapter of Embroiderers' Guild of America began stitching a zebra, we affectionately called "Zak the Zebra." "Ashanti: A Carousel Zebra" is designed by thread painting artist Debra Williams who started designing canvas pieces when she learned about needlepoint and realized that the supplies were expensive, and the pre-designed canvases were even more costly. She bought a blank piece of canvas and started designing her own. Ms. Williams designed "Ashanti: A Carousel Zebra" using a variety of threads, including embroidery floss, perle cotton, wool and silk, to achieve the textures in the canvas piece. She also integrates beading techniques for an exquisite effect. The layers of the stitches and the beading techniques create a wonderful variety of texture and dimension to make Ashanti come to life on the canvas embroidered piece. As the members of Bays Mountain Chapter EGA stitched the zebra, we began to think about where a good home would be for the exquisite piece of needlework. After chatting about it, we decided that having it publicly displayed at the Kingsport Carousel would be a place where our work could be enjoyed. We would like the piece to be a representation of our group and for it to be displayed somewhere so that people can appreciate its beauty and the work that has gone into it.

The value of this piece is between \$1500 and \$2000. There are hundreds of hours that have been spent on stitching the piece. Up Against the Wall framed the piece and it is ready to hang. I am sending pictures of the framed piece which measures 25 inches wide by 26 ½ inches in height. If there are other questions and requests about this piece, please feel free to reach out to us.

Bays Mountain Chapter of Embroiderers' Guild of America has been in Kingsport, Tennessee since the early 1980's. We are a group of stitchers who endeavor to pursue a high standard in Needle Arts reaching and teaching those who wish to preserve the history and techniques. We welcome stitchers of all levels.

We hope that you can find a place for this piece of needle art!

Sincerely,
Mary E. Beuris



Item XII3.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign the Licensing Agreement to Host American Red Cross Instructor Trainer Academies for the City of Kingsport, Kingsport Aquatic Center

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

Action Form No.: AF-42-2024
Work Session: February 5, 2024
First Reading: N/A
Final Adoption: February 6, 2024
Staff Work By: Wendy Terrazas
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the mayor will be authorized to execute the agreement with the American Red Cross Instructor Trainer Academy for use of the Kingsport Aquatic Center.

These academies play a pivotal role in teaching and certifying Lifeguard and Water Safety Instructors. American Red Cross instructors contribute significantly by imparting lifesaving skills to an average of 5.8 million people annually. These academies are held all over the country.

The Kingsport Aquatic Center has been diligently working towards becoming the host for the Water Safety Instructor Trainers Course (WSIT) and the Lifeguard Instructor Trainers (LGIT) Course. Our facility has not only met but has exceeded the stringent criteria set forth by the American Red Cross. We are the only facility in the Eastern Region of Tennessee that will be holding an academy.

We anticipate one academy in 2025 and two academies in 2026. Academies typically have 10 students. There is no cost to the Red Cross for utilizing the facility. The KAC receives one free LGIT and WSIT spot per academy hosted.

The KAC anticipates no revenue loss or increase in expenditures to host the academies.

Attachments:
1. Resolution
2. Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LICENSING AGREEMENT WITH AMERICAN NATIONAL RED CROSS TO HOST AMERICAN RED CROSS INSTRUCTOR TRAINER ACADEMIES AT THE KINGSPORT AQUATIC CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Kingsport Aquatic Center has been diligently working towards becoming the host for the Water Safety Instructor Trainers Course (WSIT) and the Lifeguard Instructor Trainers (LGIT) Course; and

WHEREAS, these academies play a pivotal role in teaching and certifying Lifeguard and Water Safety Instructors.

WHEREAS, the Kingsport Aquatic Center (KAC) has not only met but has exceeded the stringent criteria set forth by the American Red Cross, and the city has the only facility in the Eastern Region of Tennessee that will be holding an academy; and

WHEREAS, it is anticipated to host one academy in 2025 and two academies in 2026, each typically attended by 10 students; and

WHEREAS, there is no cost to the Red Cross for utilizing the facility, and KAC receives one free LGIT and WSIT spot per academy hosted.

Now therefore,

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

SECTION I. That the Standard Form of Temporary Class Space License Agreement for Use of the Aquatic Facilities with the American National Red Cross, 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 Standard Form of Temporary Class Space License Agreement for Use of the Aquatic Facilities with the American National Red Cross, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set put below:

**STANDARD FORM OF
TEMPORARY CLASS SPACE LICENSE AGREEMENT
FOR THE USE OF
AQUATIC FACILITIES
(POOL AND ADJACENT SPACE)
TERMS AND CONDITIONS**

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Host and Pool User on this Form.

Owner or Manager of the Facility (the "Host"):

City of Kingsport

Legal Name of the User of Space at the Facility (the "Pool User"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Pool User May Begin to Use Space at the Facility (the "Start Date"):

02/01/2024

Date Upon Which the Pool User Must Vacate Space at the Facility (the "Expiration Date"):

02/02/2027

Building Owner and Host's Business Addresses:

City of Kingsport 1820 Meadowview Parkway Kingsport, TN 37660

Pool User's Business Address:

431 18th Street NW Washington, DC 20006

Street Address of the Building Where the Space is Located (the "Facility"):

1820 Meadowview Parkway Kingsport, TN 37660

General Description of Licensed Classroom and Pool Space:

This Temporary Class Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Host and the Pool User named above. Under the Agreement, the Pool User is permitted to use and occupy, on a temporary basis, the space described above. Together with the attached Aquatics Facility Checklist, Pool User has the non-exclusive right to use, in common with Host and the other users, all exterior and interior, if any, common and public areas and facilities benefitting the Facility, including, without limitation, as applicable, all lobbies, bathrooms, lockerrooms, stairwells, freight and passenger elevators, hallways, beneficial easements, driveways, sidewalks, parking, loading areas, and landscaped areas benefitting the Facility (the "Space") at the Facility.

1. **Grant of License.** Host grants Pool User the right to use the Space for the purpose of teaching aquatic classes. This Agreement is not a lease and Pool User is granted no leasehold interest in the Space.

2. **Term.** Pool User's right to use and occupy the Space shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Pool User shall vacate the Space.

3. **License Fee.** Pool User shall pay, as a license fee, the amount of \$ 0.00.

4. **Condition of Space and Facility.** Host shall comply with all legal codes, requirements, rules and regulations regarding the cleanliness, maintenance and safety conditions of the Space and the Facility, and pursuant to those requirements of the Aquatics Facility Checklist, as attached. If Host shall know or shall have reason to know of a latent danger either existing as of the Effective Date or as reasonably anticipated, Host will notify Pool User promptly and offer a reasonable, proportionate and timely remedy. Host will address any concerns regarding safety immediately.

5. **Pool User's Conduct.** Pool User agrees to keep the space in clean and neat condition.

6. **Indemnification.** To the extent permitted by Tennessee law, including but not limited to Article II, Section 29 of the Tennessee Constitution and the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 *et. seq.*), Host agrees to defend, indemnify and hold harmless the Red Cross, its governors, employees and representatives from any claims, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from its negligence in its responsibilities in performance of this Agreement.

7. **Warranties.**

a. **Space.** Host represents and warrants that Space is in compliance with the attached Aquatics Facility Checklist, and agrees to maintain the Space, and to provide and actively manage certified lifeguards at the Space, in compliance with all applicable local, state and federal rules and regulations.

b. **Limit of Liability.** Host is a sovereign governmental entity chartered under the laws of the State of Tennessee and as such its ability to indemnify, hold harmless, and its limits of liability are governed by Tennessee state law which cannot be waived except by an act of the Tennessee General Assembly.

8. **Insurance.** Host is self insured through Public Entity Partners for general liability insurance and automobile insurance. However, any and all claims against Host and/or its employees are governed by the provisions of the Tennessee Governmental Tort Liability Act with statutory limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. Host does not have the authority to waive its governmental immunity which can only be waived through an act of the Tennessee General Assembly. Additionally, Host is self-insured under

Tennessee law for Workers' Compensation and which covers all Hosts employees. Host retains its right provided under Tennessee law, currently Tennessee Code Annotated § 50-6-106(6) to withdraw from coverage under the Workers' Compensation law, either in whole or by departments or divisions.

9. Casualty or Condemnation Affecting Space. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Space, this License shall terminate as of the date of the event.

10. Termination for Convenience. This license agreement may be terminated by Host upon 180 days written notice to Red Cross. Such termination will not be deemed a breach of this license agreement by Host. Should Host exercise this provision, Host will compensate Red Cross for all satisfactory and authorized services/charges as of the termination date, and Red Cross will refund to Host any funds paid by Host in excess of such amount. Upon such termination, Red Cross will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

11. Governing Law. This agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**STANDARD FORM OF
TEMPORARY CLASS SPACE LICENSE AGREEMENT
FOR THE USE OF
AQUATIC FACILITIES**

(POOL AND ADJACENT SPACE)

TERMS AND CONDITIONS

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Host and Pool User on this Form.

Owner or Manager of the Facility (the "Host"):

City of Kingsport

Legal Name of the User of Space at the Facility (the "Pool User"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Pool User May Begin to Use Space at the Facility (the "Start Date"):

02/01/2024

Date Upon Which the Pool User Must Vacate Space at the Facility (the "Expiration Date"):

02/02/2027

Building Owner and Host's Business Addresses:

City of Kingsport 1820 Meadowview Parkway Kingsport, TN 37660

Pool User's Business Address:

431 18th Street NW Washington, DC 20006

Street Address of the Building Where the Space is Located (the "Facility"):

General Description of Licensed Classroom and Pool Space:

This Temporary Class Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Host and the Pool User named above. Under the Agreement, the Pool User is permitted to use and occupy, on a temporary basis, the space described above. Together with the attached Aquatics Facility Checklist, Pool User has the non-exclusive right to use, in common with Host and the other users, all exterior and interior, if any, common and public areas and facilities benefitting the Facility, including, without limitation, as applicable, all lobbies, bathrooms, lockerrooms, stairwells, freight and passenger elevators, hallways, beneficial easements, driveways, sidewalks, parking, loading areas, and landscaped areas benefitting the Facility (the "Space") at the Facility.

1. Grant of License. Host grants Pool User the right to use the Space for the purpose of teaching aquatic classes. This Agreement is not a lease and Pool User is granted no leasehold interest in the Space.
2. Term. Pool User's right to use and occupy the Space shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Pool User shall vacate the Space.
3. License Fee. Pool User shall pay, as a license fee, the amount of \$ **0.00**.
4. Condition of Space and Facility. Host shall comply with all legal codes, requirements, rules and regulations regarding the cleanliness, maintenance and safety conditions of the Space and the Facility, and pursuant to those requirements of the Aquatics Facility Checklist, as attached. If Host shall know or shall have reason to know of a latent danger either existing as of the Effective Date or as reasonably anticipated, Host will notify Pool User promptly and offer a reasonable, proportionate and timely remedy. Host will address any concerns regarding safety immediately.
5. Pool User's Conduct. Pool User agrees to keep the space in clean and neat condition.
6. Indemnification. To the extent permitted by Tennessee law, including but not limited to Article II, Section 29 of the Tennessee Constitution and the Tennessee

Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 *et. seq.*), Host agrees to defend, indemnify and hold harmless the Red Cross, its governors, employees and representatives from any claims, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from its negligence in its responsibilities in performance of this Agreement.

7. Warranties.

- a. **Space.** Host represents and warrants that Space is in compliance with the attached Aquatics Facility Checklist, and agrees to maintain the Space, and to provide and actively manage certified lifeguards at the Space, in compliance with all applicable local, state and federal rules and regulations.
- b. **Limit of Liability.** Host is a sovereign governmental entity chartered under the laws of the State of Tennessee and as such its ability to indemnify, hold harmless, and its limits of liability are governed by Tennessee state law which cannot be waived except by an act of the Tennessee General Assembly.

8. Insurance. Host is self insured through Public Entity Partners for general liability insurance and automobile insurance. However, any and all claims against Host and/or its employees are governed by the provision of the Tennessee Governmental Tort Liability Act with statutory limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. Host does not have the authority to waive its governmental immunity which can only be waived through an act of the Tennessee General Assembly. Additionally, Host is self-insured under Tennessee law for Workers' Compensation and which covers all Hosts employees. Host retains its right provided under Tennessee law, currently Tennessee Code Annotated § 50-6-106(6) to withdraw from coverage under the Workers' Compensation law, either in whole or by departments or divisions.

9. Casualty or Condemnation Affecting Space. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Space, this License shall terminate as of the date of the event.

10. Termination for Convenience. This license agreement may be terminated by Host upon 180 days written notice to Red Cross. Such termination will not be deemed a breach of this license agreement by Host. Should Host exercise this provision, Host will compensate Red Cross for all satisfactory and authorized

services/charges as of the termination date, and Red Cross will refund to Host any funds paid by Host in excess of such amount. Upon such termination, Red Cross will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

11. Governing Law. This agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Signatures are on the next page.

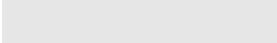
"POOL USER"

The American National Red Cross

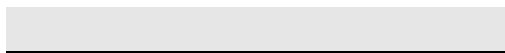
By: 
(Signature)

Name:

Title:

Date: 







City of Kingsport, Tennessee

Patrick W. Shull

Date

Attest:

City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

Aquatics Facility Checklist

Host shall:

1. Provide pool, safety equipment and classroom space in clean and good condition free from latent dangers and in compliance with all local, state and federal rules and regulations, including:
 - a. A classroom or other space with adequate space for participant seating and the ability to practice applicable course skills;
 - b. A pool area solely for the use of American Red Cross classes, or if not, a defined, dedicated area for use pursuant to this Agreement, as clearly specified to your Red Cross Contact during the times specified on the attached "Red Cross Schedule of Facility Use".
 - c. The following equipment during classes:
 - i. 3 Backboards (how many)
 - ii. 10 Rescue Tubes (how many)
 - iii. N/A Audio-visual devices (please describe)
 - iv. N/A Other (please describe).
2. Provide a copy of the pool's Emergency Response Plan & an orientation to Facility's emergency equipment.
3. Provide and actively manage an American Red Cross certified lifeguard, or otherwise verifiably certified pursuant to all local, state and federal rules and regulations, during each class.
4. Be responsible for the security of the Facility and will be responsible for locking the Facility after each Class.
5. Provide evidence of insurance pursuant to this Agreement.
6. Immediately address any site-related safety concerns.

Optional:

- Desk space to provide the classes sq ft
- Classroom space in close proximity of pool

Pool space:

- Entire pool
- TBD based on time of use number of lanes of pool
- Other area defined as .

RED CROSS SCHEDULE OF FACILITY USE

- Log dates and hours of use of Space.
- Specify whether classroom or pool use is planned.
- Should any changes to the planned schedule occur, record those changes.
- Any changes should be dated and initialed by both Host and User.

Date	Time In	Time Out	Space	Changes/Notes	Host Sig	User Sig