



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

**Tuesday, January 16, 2024 at 7:00 PM**

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

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

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### **Leadership Team**

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

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

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE TO THE FLAG**

### **III. INVOCATION**

### **IV. ROLL CALL**

### **V. RECOGNITIONS AND PRESENTATIONS**

### **VI. APPOINTMENTS**

### **VII. APPROVAL OF MINUTES**

- [1.](#) December 18, 2023 - Work Session
- [2.](#) December 19, 2023 - Business Meeting

### **VIII. PUBLIC HEARINGS**

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

## **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)

## **XI. OTHER BUSINESS**

1. Consideration of a Resolution Renewing the Award for Generator Services (AF-8-2024) (Ryan McReynolds)
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)
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)
4. Consideration of a Resolution to Apply for and Receive an Apprenticeship Grant from the First Tennessee Development District (AF-16-2024) (Tyra Copas)
5. Consideration of a Resolution to Ratify the Mayor's Signature on TNDECD CCF Grant Application (AF-14-2024) (Michael Borders)
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)
7. Consideration of a Resolution to Ratify the Mayor's Signature on the CDBG-CV Childcare Creation Program Application (AF-22-2024) (Michael Price)

- [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)
- [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)
- [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)
- [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)
- [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)

## **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 to Enter into an Agreement with the Tennessee Main Street Program (AF-3-2024) (Chris McCartt)
- [2.](#) Consideration of a Resolution to Accept Kingsport Carousel Gift Shop Inventory from Engage Kingsport (AF-11-2024) (Michael T. Borders)
- [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)
- [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)
- [5.](#) Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Partnership Grant for FY25 (AF-10-2024) (Michael T. Borders)

- [6.](#) Consideration of a Resolution of Formal Acceptance of Deeds and Deeds of Easement (AF-1-2024) (Bart Rowlett)
- [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)
- [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)
- [9.](#) Consideration of a Resolution to Approve a Donation to the Hawkins County Sheriff's Office (AF-30-2024) (Chris McCartt)
- [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
2. Mayor and Board Members

### **XIV. ADJOURN**



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, December 18, 2023 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Paul W. Montgomery

Alderman Tommy Olterman

Alderman James Phillips

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

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

### III. **DISCUSSION ITEMS**

1. **KOSBE Update** - Aundrea Salyer

Aundrea Salyer gave a presentation on this item highlighting a new initiative to benefit local businesses called KOSBE Bucks e-Gift Card. The program is a digital discount card, noting there are 20 merchants that have signed up so far with more being added. She pointed out it also provides analytics to show where the dollars are being spent and also sends a reminder to the card holder there is still a balance that can be used.

2. **Cement Hill** - Kitty Frazier

Kitty Frazier gave a presentation on this item, providing the history of this property as well as discussing the Preliminary Design for the Master Plan. She noted certain site limitations, pointing out this is a brownfield area. Ms. Frazier displayed conceptual pictures noting many are tied to the railroad. Lastly, she talked about the path forward which included a possible recurring grant as well as other funding sources. Some discussion followed.

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

City staff gave a summary for each item on the December 19, 2023 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

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

**Monday, December 18, 2023 at 4:30 PM**

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

**XI.1 Consideration of a Resolution to Enter into an Agreement with CDM Smith Inc. for Phase One of the Stormwater Master Plan (AF-333-2023)** Deputy City Manager Ryan McReynolds discussed the Stormwater Master Plan, noting the consultant was utilized to ensure continuity and ensure continued compliance.

**XI.4 Consideration of a Resolution Awarding Bid for Construction of Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement to Morgan Contracting Inc. and Authorize Mayor to Sign All Applicable Documents (AF-375-2023)** Mr. McReynolds provided details on this item and Item XI.8 regarding the same project.

**XI.5 Consideration of a Resolution to Enter an Agreement with LDA Engineering for Engineering Design Services for the Pendragon Sanitary Lift Station Replacement Project (AF-376-2023)** City Manager McCartt noted the excitement to get this project up and running, as this was one of the oldest and largest lift stations.

**XI.8 Consideration of a Resolution to Amend CDM Smith Agreement for Wastewater Treatment Plant Electrical Improvements – Motor Control Center (MCC) 6 Replacement Project (AF-389-2023).** See Item XI.4.

**XI.9 Consideration of a Resolution Awarding the Proposal for Property Insurance for City Owned Buildings to The Travelers Indemnity Company (AF-388-2023)** City Attorney Bart Rowlett provided information on this item and answered questions from the board.

**XI.11 Consideration of a Resolution to Award Bid to W-L Construction & Paving, Inc. for 2024 Contracted Paving Area 17 and Authorizing the Mayor to Sign All Applicable Documents (AF-381-2023)** Deputy City Manager McReynolds stated this gives the city a head-start on the next paving season.

**XI.12 Consideration of a Resolution to Enter into a Sponsorship Agreement with Eastman Credit Union (ECU) for Naming Rights for the "Bays Mountain Planetarium Sponsored by ECU" (AF-328-2023)** Assistant City Manager Michael Borders stated ECU has been a long time supporter and provided further details on the project.

Alderman James Phillips congratulated Stephen Bower for being recognized as a 40 under 40 recipient.

Mayor Shull commented that the board appreciates the city workforce and wished them a wonderful holiday season.

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

**Monday, December 18, 2023 at 4:30 PM**

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

**V. ITEMS OF INTEREST**

**1. Projects Status Report**

**VI. ADJOURN**

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

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ANGELA MARSHALL

Deputy City Recorder

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PATRICK W. SHULL

Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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Alderman Darrell Duncan

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### City Administration

Chris McCartt, City Manager  
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Mayor Shull.
- III. **INVOCATION** led by Alderman Phillips
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
  1. **Chris and Rebecca Thomas, Mycroft Signs** (Alderman Phillips)

### VI. **APPOINTMENTS** *(These items are considered under one motion.)*

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

Passed: All present voting "aye."

1. **Appointments to the Neighborhood Advisory Commission** (AF-384-2023) (Mayor Shull)  
APPOINT EDDIE GRILLS AND REAPPOINT ANITRA LITTLE AND ALANNA LEONBERG TO THE NEIGHBORHOOD ADVISORY COMMISSION FOR A THREE YEAR TERM EFFECTIVE JANUARY 1, 2024 AND EXPIRING ON DECEMBER 31, 2026.



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- 2. Appointments to the Kingsport Economic Development Board (AF-385-2023) (Mayor Shull)**  
APPOINT LAURA S. DURBIN AND REAPPOINT THOMAS KENNEDY AND STEVE LAHAIR TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD FOR A SIX YEAR TERM EFFECTIVE JANUARY 1, 2024 AND EXPIRING ON JANUARY 1, 2030.

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

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

Passed: All present voting "aye."

- 1. December 4, 2023 - Work Session**
- 2. December 5, 2023 - Business Meeting**

**VIII. PUBLIC HEARINGS**

**COMMENT**

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

*NOTE: At this time, the board took a brief recess from 7:11pm to 7:19 pm to all the City Attorney to correct the resolution attached to Item XI.8 (AF 389-2023). Before resuming the meeting, Mr. Rowlett apologized for the inconvenience and advised the board to pull this item from tonight's agenda.*

**IX. BUSINESS MATTERS REQUIRING FIRST READING**

- 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 Duncan, Seconded by Alderman Olterman.

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

Passed: All present voting "aye."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- 1. Consideration of an Ordinance to Amend Zoning of 1506 Lynn Garden Drive from the R-1B, Residential District, to the B-3, Highway Oriented Business District (AF-362-2023) (Ken Weems)**

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Motion made by Alderman Olterman, Seconded by Alderman Phillips.

**ORDINANCE NO 7132** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG LYNN GARDEN DRIVE FROM THE R-1B, RESIDENTIAL DISTRICT TO THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Alderman Cooper, Alderman Duncan, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull voting "aye" and Vice Mayor George abstaining.

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-364-2023) (Chris McCartt)**

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

**ORDINANCE NO 7133** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading 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 to Enter into an Agreement with CDM Smith Inc. for Phase One of the Stormwater Master Plan (AF-333-2023) (Will Stallard / Ryan McReynolds)**

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-128** A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH CDM SMITH FOR PHASE 1 OF THE KINGSFORT STORMWATER MASTER PLAN 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."

- 2. Consideration of a Resolution Awarding the Sole Bid for City Owned Surplus Real Property Located at 2984 Ashley Street (AF-369-2023) (Lisa Winkle)**

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

**RESOLUTION NO. 2024-129** A RESOLUTION APPROVING THE SALE OF A PARCEL OF SURPLUS REAL PROPERTY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT

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FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**3. Consideration of a Resolution to Renew Stop Loss Contract (AF-377-2023) (Tyra Copas)**

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

**RESOLUTION NO. 2024-130** A RESOLUTION AUTHORIZING THE RENEWAL OF A POLICY FOR STOP LOSS INSURANCE COVERAGE WITH VOYA RELIASTAR LIFE INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS FOR STOP LOSS INSURANCE AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

Passed: All present voting "aye."

**4. Consideration of a Resolution Awarding Bid for Construction of Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement to Morgan Contracting Inc. and Authorize Mayor to Sign All Applicable Documents (AF-375-2023) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-131** A RESOLUTION AWARDDING THE BID FOR THE WASTEWATER TREATMENT PLANT MOTOR CONTROL CENTER SIX REPLACEMENT PROJECT TO MORGAN CONTRACTING, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**5. Consideration of a Resolution to Enter an Agreement with LDA Engineering for Engineering Design Services for the Pendragon Sanitary Lift Station Replacement Project (AF-376-2023) (Ryan McReynolds)**

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

**RESOLUTION NO. 2024-132** A RESOLUTION APPROVING AN AGREEMENT WITH LDA ENGINEERING FOR DESIGN WORK RELATIVE TO THE REPLACEMENT OF THE PENDRAGON LIFT STATION 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."

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- 6. Consideration of a Resolution to Award Furniture Purchase for Finance Department Office Areas to WorkSpace Interiors (AF-378-2023) (Lisa Winkle)**

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

**RESOLUTION NO. 2024-133** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO WORKSPACE INTERIORS FOR THE PURCHASE OF OFFICE FURNITURE THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO. CDA19Z08621

Passed: All present voting "aye."

- 7. Consideration of a Resolution Authorizing the Mayor to Sign Lease Agreements with Existing Not-For-Profit Entities with the V.O. Dobbins Sr. Complex (AF-379-2023) (Michael Borders)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-134** A RESOLUTION APPROVING LEASE AGREEMENTS WITH SEVEN NOT-FOR-PROFIT TENANTS FOR SPACE AT V.O. DOBBINS, SR. COMPLEX AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

- 8. Consideration of a Resolution to Amend CDM Smith Agreement for Wastewater Treatment Plant Electrical Improvements – Motor Control Center (MCC) 6 Replacement Project (AF-389-2023) (Ryan McReynolds) THIS ITEM WAS PULLED**
- 9. Consideration of a Resolution Awarding the Proposal for Property Insurance for City Owned Buildings to The Travelers Indemnity Company (AF-388-2023) (Kristen Hodgson)**

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

**RESOLUTION NO. 2024-135** A RESOLUTION ACCEPTING THE PROPOSAL OF THE TRAVELERS INDEMNITY COMPANY FOR PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER WITH MCGRIFF INSURANCE SERVICES, INC. AND THE TRAVELERS INDEMNITY COMPANY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 10. Consideration of a Resolution Approving a Supplemental Agreement between the Emergency Communications District and City (AF-382-2023) (Bart Rowlett, Chris McCartt)**

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

**Tuesday, December 19, 2023 at 7:00 PM**

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

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-136** A RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT BETWEEN THE CITY AND THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 11. Consideration of a Resolution to Award Bid to W-L Construction & Paving, Inc. for 2024 Contracted Paving Area 17 and Authorizing the Mayor to Sign All Applicable Documents (AF-381-2023) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-137** A RESOLUTION AWARDDING THE BID FOR THE CONTRACTED PAVING – AREA 17 PROJECT TO W – L CONSTRUCTION AND PAVING, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 12. Consideration of a Resolution to Enter into a Sponsorship Agreement with Eastman Credit Union (ECU) for Naming Rights for the "Bays Mountain Planetarium Sponsored by ECU" (AF-328-2023) (Michael T. Borders)**

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

**RESOLUTION NO. 2024-138** A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT WITH EASTMAN CREDIT UNION AND NAMING OF THE BAYS MOUNTAIN PLANETARIUM AT THE BAYS MOUNTAIN PARK; 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 Olterman.

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

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

**Tuesday, December 19, 2023 at 7:00 PM**

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

- 1. Consideration of a Resolution to Enter into an Agreement with Enbridge for Crossing and Encroachment Consent for the Washington County Water Project and Authorize the Mayor to Sign all Applicable Documents (AF-380-2023) (Ryan McReynolds)**

**RESOLUTION NO. 2024-139** A RESOLUTION APPROVING A CROSSING AND ENCROACHMENT CONSENT AGREEMENT WITH ENBRIDGE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 2. Consideration of a Resolution to Approve Addendum 10 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-386-2023) (David Frye)**

**RESOLUTION NO. 2024-140** A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSPOINT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

- 3. Consideration of a Resolution Authorizing the Mayor's Signature on the Certification of Local Official form. Certifying that the Public Housing Authority's Plans are Consistent with the Consolidated Plan Document. (AF-374-2023) (Michael Price)**

**RESOLUTION NO. 2024-141** A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATION BY STATE OR LOCAL OFFICIAL OF THE PUBLIC HOUSING AUTHORITY PLANS CONSISTENCY WITH THE CONSOLIDATED PLAN DOCUMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

- 4. Consideration of a Resolution to Purchase MityLite Chairs and Chair Trees for MeadowView Convention Center (AF-390-2023) (Michael T. Borders)**

**RESOLUTION NO. 2024-142** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MITYLITE PURSUANT TO E & I COOPERATIVE SERVICES CONTRACT No. CNR01149 FOR CHAIRS AND CHAIR TREES FOR USE BY MEADOWVIEW CONFERENCE RESORT & CONVENTION CENTER

- 5. Consideration of Resolutions to Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport (AF-383-2023) (Lisa Winkle)**

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

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**RESOLUTION NO. 2024-143** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH BANK OF TENNESSEE

**RESOLUTION NO. 2024-144** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH HOMETRUST BANK

**RESOLUTION NO. 2024-145** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FIRST HORIZON BANK NATIONAL ASSOCIATION

**RESOLUTION NO. 2024-146** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH LOCAL GOVERNMENT INVESTMENT POOL

**RESOLUTION NO. 2024-147** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FHN FINANCIAL

**RESOLUTION NO. 2024-148** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FIRST BANK & TRUST

**RESOLUTION NO. 2024-190** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH CITIZENS BANK

**RESOLUTION NO. 2024-150** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH TRUIST BANK

**RESOLUTION NO. 2024-151** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH REGIONS BANK

**RESOLUTION NO. 2024-152** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH RENASANT BANK

- 6. Consideration of A Resolution to Implement a Cyber Security Plan (AF-354-2023) (Bart Rowlett)**

**RESOLUTION NO. 2024-153** A RESOLUTION APPROVING A CYBER SECURITY PLAN FOR THE CITY OF KINGSPORT

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt advised the garbage collection schedule will be adjusted next week for Christmas. City offices will be closed on Monday and Tuesday. He remarked on the positive response to Christmas in Kingsport, expressing appreciation to staff and noting we have an outstanding team also thanked the board for their continued support throughout the year. Lastly, he wished everyone Merry Christmas and a Happy New Year.

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

**2. Mayor and Board Members**

Alderman Duncan commented on the live nativity last weekend in Church Circle, noting there were many people in line there. He also mentioned the local business gift card initiative through KOSBE presented by Andrea Salyer at the Work Session yesterday. Mr. Duncan wished happy holidays to everyone and their families. Alderman Cooper noted the downtown Christmas planning started last January and reminded everyone the trees in the parks needed to be undecorated by January 5th. She stated Scrinch is showing one more time tomorrow night at Lamplight Theatre and Thursday is the last night of the official Christmas events. She mentioned Thursday night there is also late night shopping downtown. She wished everyone a wonderful Christmas and a happy new year. Alderman Montgomery echoed the previous remarks and expressed his appreciation for the work done by this board and what they have accomplished together. He also thanked city staff for their efforts over the past calendar year. Mr. Montgomery remarked the living nativity last weekend was very well done and applauded the churches who participated. Alderman Phillips stated he hoped citizens would be able to put out more boxes for garbage collection since many are down to one can now. He remarked we've good things happen this year and he appreciated all the work city staff have done. Mr. Phillips wished his six year old daughter a happy birthday. He also wished everyone a Merry Christmas and Happy New Year and will see everyone in 2024, pointing out it is an election year. Alderman Olterman echoed everyone's previous comments. Vice Mayor George provided a year in review, listing the many projects and accomplishments the city made in 2023. Mayor Shull commended City Attorney Rowlett and City Recorder Winkle. He also stated his appreciation for the rest of the staff as well as the citizens and his fellow colleagues on the board. He thanked Alderman Cooper and Alderman Phillips for their work on the Christmas activities that put everyone in the spirit. The mayor wished everyone a safe and happy holiday season, noting this is the last meeting of the year and we will return in January to conduct the City's business.

**XIV.ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:05 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor





**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve the FTAAAD Grant Amendment and Ordinance to Appropriate the Additional Funds**

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 Resolution and 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. Resolution
- 2. Ordinance
- 3. Amendment

Item IX1.

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

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

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

WHEREAS, on July 18, 2023, the board approved Resolution No.: 2024-041 authorizing the mayor to sign an agreement with First Tennessee Development District's Area Agency on Aging (FTAAAD) which serves as a pass through entity for funding for the Tennessee Commission on Aging and Disability for the Kingsport Senior Center; and

WHEREAS, the city was approved for \$30,810.00 in grant funds at the time; and

WHEREAS, FTAAAD has extra funding available for the Senior Center in the amount of \$25,000.00, which will change the total amount to \$55,810.00; and

WHEREAS, City is required to contribute a 10% match to receive the additional grant funds and the city's matching funds are available in the Kingsport Senior Center operating Budget; and

WHEREAS, staff recommends approving the agreement for the additional funds.

Now therefore,

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

SECTION I. That an amendment to the agreement with FTAAAD which serves as a pass through entity for funding for the Tennessee Commission on Aging and Disability for the Kingsport Senior Center is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with FTAAAD for the Kingsport Senior Center, 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:

**AMENDMENT 1  
OF GRANT CONTRACT 106-24**

This Grant Contract Amendment is made and entered by and between **First Tennessee Development District Area Agency on Aging and Disability** (FTAAAD), hereinafter referred to as the "Agency" and **City of Kingsport, TN - Kingsport Senior Center**, hereinafter referred to as the "Grantee" or "Service Provider." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

- 1. Grant Contract section A.4.12 is added with the following:**  
A.4.12. There is a required ten (10%) local match to Title III-B funds and to ARP Title III-B funds.
- 2. Grant Contract A.7. is added with the following:**

A.7. Disease Prevention and Health Promotion (Title III-D) Scope of Services template for use with Sub-contract between Agency and Service Provider/Sub-contractor

1. In using Title III-D funding, (the service provider) shall arrange for the provision of disease prevention and health promotion evidence-based programs approved by any operating division of the federal Health and Human Services. Preferable programs are found at: [https://www.ncoa.org/wp-content/uploads/Title-III-D-Highest-Tier-Evidence\\_Feb.-2017-1.pdf](https://www.ncoa.org/wp-content/uploads/Title-III-D-Highest-Tier-Evidence_Feb.-2017-1.pdf)

2. Prior to the implementation of any programs, (the service provider) shall submit to the AAAD for approval the evidence-based program(s) selected. The AAAD shall then submit the evidence-based program(s) selected to the State Unit on Aging (SUA) for their approval.

3. During the contracting year, at least once per quarter, (the service provider) shall maintain and fill out the chart below for each evidence-based program provided that includes: the name of the evidence-based program implemented; the number of sessions required to reach completion with fidelity; the unduplicated number of participants completing the required number of sessions, the number of unduplicated participants who did not complete the required number of sessions; identification of reasons for non-completion; and verification that all trainers are certified to lead the sessions according to the requirements of the program.

4. For any evidence-based programs, (the service provider) shall submit quarterly reports every state FY quarter to the AAAD. This report must include the names of trainers who lead classes/workshops, names of new trainers, and the total number of participants. For workshops with finite number of sessions, this report should also include the start and end dates of the workshops as well as the number of participants in each workshop.

5. Utilizing the information secured through Section 3 above, (the service provider) shall document the participants served in the SUA-approved database or submit the documentation to the AAAD for entering the data into SUA-approved database. If (the service provider) inputs the information requested, they are to use the following chart:

**Chart One:**

County	Name of Evidence Based Course	Total Number of Sessions in Each Course	Budgeted Funds

6. Chart to be completed by (the service provider) during the contracting year for each evidence-based course provided:

**Chart Two**

County	Location Where Course was held	Name of Evidence Based Course	Total Number of Sessions in Each Course	Total Number of Enrollees in Course	Unduplicated Number of Enrollees Completing the Required Number of Sessions	Unduplicated Number of Enrollees who Did Not Complete the Required Number of Sessions

7. There is no match on III-D funds or ARP III-D funds.

8. (The service provider) shall submit, via email to the AAAD fiscal manager, a monthly invoice on or before the 10th day of the month for the preceding month.

**3. Grant Contract section C.1 is deleted in its entirety and replaced with the following:**

C.1. **Maximum Liability.** In no event shall the maximum liability of the Agency under this Grant Contract exceed Fifty-Five Thousand and Eight Hundred Ten Dollars (\$55,810.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute 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.

**4. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.**

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

[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 16th day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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.

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

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

**Expenditures:**

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

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:



## GRANT AMENDMENT

<b>Agency Tracking #</b> 106-24 A1	<b>Edison ID</b>	<b>Contract #</b>	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> <b>City of Kingsport, TN - Kingsport Senior Center</b>			<b>Edison Vendor ID</b>		
<b>Amendment Purpose &amp; Effect(s)</b> Update Scope, Budget Line-Item Provision, Add ARP Carryover					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> 6/30/2024			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 25,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
FY24	18,810.00	37,000.00			55,810.00
<b>TOTAL:</b>	<b>18,810.00</b>	<b>37,000.00</b>			<b>55,810.00</b>
<b>Budget Officer Confirmation:</b> 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.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT 1  
OF GRANT CONTRACT 106-24**

This Grant Contract Amendment is made and entered by and between **First Tennessee Development District Area Agency on Aging and Disability** (FTAAAD), hereinafter referred to as the “Agency” and **City of Kingsport, TN - Kingsport Senior Center**, hereinafter referred to as the “Grantee” or “Service Provider.” It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

**1. Grant Contract section A.4.12 is added with the following:**

A.4.12. There is a required ten (10%) local match to Title III-B funds and to ARP Title III-B funds.

**2. Grant Contract A.7. is added with the following:**

A.7. Disease Prevention and Health Promotion (Title III-D) Scope of Services template for use with Sub-contract between Agency and Service Provider/Sub-contractor

1. In using Title III-D funding, (the service provider) shall arrange for the provision of disease prevention and health promotion evidence-based programs approved by any operating division of the federal Health and Human Services. Preferable programs are found at: [https://www.ncoa.org/wp-content/uploads/Title-IIID-Highest-Tier-Evidence\\_Feb.-2017-1.pdf](https://www.ncoa.org/wp-content/uploads/Title-IIID-Highest-Tier-Evidence_Feb.-2017-1.pdf)
2. Prior to the implementation of any programs, (the service provider) shall submit to the AAAD for approval the evidence-based program(s) selected. The AAAD shall then submit the evidence-based program(s) selected to the State Unit on Aging (SUA) for their approval.
3. During the contracting year, at least once per quarter, (the service provider) shall maintain and fill out the chart below for each evidence-based program provided that includes: the name of the evidence-based program implemented; the number of sessions required to reach completion with fidelity; the unduplicated number of participants completing the required number of sessions, the number of unduplicated participants who did not complete the required number of sessions; identification of reasons for non-completion; and verification that all trainers are certified to lead the sessions according to the requirements of the program.
4. For any evidence-based programs, (the service provider) shall submit quarterly reports every state FY quarter to the AAAD. This report must include the names of trainers who lead classes/workshops, names of new trainers, and the total number of participants. For workshops with finite number of sessions, this report should also include the start and end dates of the workshops as well as the number of participants in each workshop.
5. Utilizing the information secured through Section 3 above, (the service provider) shall document the participants served in the SUA-approved database or submit the documentation

to the AAAD for entering the data into SUA-approved database. If (the service provider) inputs the information requested, they are to use the following chart:

**Chart One:**

<b>County</b>	<b>Name of Evidence Based Course</b>	<b>Total Number of Sessions in Each Course</b>	<b>Budgeted Funds</b>

- 6. Chart to be completed by (the service provider) during the contracting year for each evidence-based course provided:

**Chart Two**

<b>County</b>	<b>Location Where Course was held</b>	<b>Name of Evidence Based Course</b>	<b>Total Number of Sessions in Each Course</b>	<b>Total Number of Enrollee in Course</b>	<b>Unduplicated Number of Enrollees Completing the Required Number of Sessions</b>	<b>Unduplicated Number of Enrollees who Did Not Complete the Required Number of Sessions</b>

- 7. There is no match on III-D funds or ARP III-D funds.
- 8. (The service provider) shall submit, via email to the AAAD fiscal manager, a monthly invoice on or before the 10<sup>th</sup> day of the month for the preceding month.

**3. Grant Contract section C.1 is deleted in its entirety and replaced with the following:**

C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed Fifty-Five Thousand and Eight Hundred Ten Dollars (\$55,810.00) (“Maximum Liability”). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute 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.

**4. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.**



Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**FIRST TENNESSEE DEVELOPMENT DISTRICT**

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**MICHAEL HARRISON, FTDD EXECUTIVE DIRECTOR**

**DATE**

---

**ANGIE GWALTNEY, FTAAAD DIRECTOR**

**DATE**

## ATTACHMENT A

## BUDGET PAGE 1 OF 2

GRANT BUDGET				
<p>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</p> <p><b>Applicable Period:</b> BEGIN: 7/1/2023 END: 6/30/2024</p>				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	602,500.00	602,500.00
4. 15	Professional Fee, Grant & Award <sup>2</sup>	55,810.00	45,380.00	101,190.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	202,081.00	202,081.00
11. 12	Travel, Conferences & Meetings	0.00	9,000.00	9,000.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	600.00	600.00
16	Specific Assistance To Individuals	0.00	2,500.00	2,500.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>55,810.00</b>	<b>862,061.00</b>	<b>917,871.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT A (continued)**  
**GRANT BUDGET DETAIL**  
**BUDGET PAGE 2 OF 2**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Senior Services Operations	55,810.00
<b>TOTAL</b>	<b>55,810.00</b>

<b>GRANT CONTRACT GRAND TOTAL-SOURCE OF FUNDS</b>	<b>AMOUNT</b>
FEDERAL FUNDS	Amount
Title III-B: Support Services (93.044)	12,000.00
ARP Title III-B: Support Services (93.044)	20,000.00
ARP Title III-D: Support Services (93.043)	5,000.00
STATE FUNDS	
State Senior Center Operations	18,810.00
<b>TOTAL SOURCE OF FUNDS</b>	<b>55,810.00</b>



**AGENDA ACTION FORM**

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

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

Action Form No.: AF-387-2023  
Work Session: December 18, 2023  
First Reading: December 19, 2023  
Final Adoption: **January 16, 2024**  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2024 budget amendment number six at their meeting on December 12, 2023. This amendment transfers funds budgeted in the General Purpose School Fund for Instructional Design Specialists of \$693,400 and funds budgeted for student and teacher computer purchases of \$618,022 to the budget for Fund Transfers. These funds will be transferred to the General Project Fund to provide funds for the Lincoln and Johnson HVAC Replacement projects. This will replace ESSER funds that were previously funding a portion of these projects. The ESSER funds will now be used to fund the Instructional Design Specialists and the student and teacher computer purchase.

The General Project Fund, Schools HVAC Replacement project (GP2302) will be increased by \$1,311,422, for a revised total of \$6,777,317.

**Attachments:**

- 1. Ordinance
- 2. BOE Budget Amendment Number Six – FY 2024

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

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

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

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

SECTION I. The General Purpose School Fund will be amended by decreasing the appropriations for the salaries and benefits the Instructional Design Specialists by \$693,400; the appropriation for student and teacher computers by \$618,022 and by increasing the appropriations for Fund Transfers by \$1,311,422. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Schools HVAC Replacements project (GP2302) by \$1,311,422.

**Fund 141: General Purpose School Fund**

<b><u>Expenditures:</u></b>	\$	\$	\$
141-7161-711-0722 Reg Ed Instructional Equip	1,120,000	(618,022)	501,978
141-7250-781-0189 Reg Ed Sup-Other Salaries	773,100	(539,300)	233,800
141-7250-781-0201 Reg Ed Sup-Social Security	137,700	(31,200)	106,500
141-7250-781-0204 Reg Ed Sup-St Retirement	201,100	(40,600)	160,500
141-7250-781-0206 Reg Ed Sup-Life Insurance	4,300	(1,000)	3,300
141-7250-781-0207 Reg Ed Sup-Health Ins	298,000	(72,800)	225,200
141-7250-781-0209 Reg Ed Sup-L-T Disability	3,000	(700)	2,300
141-7250-781-0210 Reg Ed Sup-Unemployment	1,700	(500)	1,200
141-7250-781-0212 Reg Ed Sup-Medicare	32,400	(7,300)	25,100
141-7950-881-0590 Fund Transfers	2,899,895	1,311,422	4,211,317
<b><i>Totals</i></b>	<b>5,471,195</b>	<b>0</b>	<b>5,471,195</b>

**Fund 311: General Project Fund**

**School HVAC Replacement Project (GP2302)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	5,465,895	1,311,422	6,777,317
<b><i>Total:</i></b>	<b>5,465,895</b>	<b>1,311,422</b>	<b>6,777,317</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	5,202,395	1,311,422	6,513,817
311-0000-601-2023 Architect/Engineering Serv	263,500	0	263,500
<b><i>Total:</i></b>	<b>5,465,895</b>	<b>1,311,422</b>	<b>6,777,317</b>

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

ATTEST:

\_\_\_\_\_  
PAT W. SHULL, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA MARSHAL, Deputy City Recorder

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

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



**AGENDA ACTION FORM**

**Consideration of a Resolution Renewing the Award for Generator Services**

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

Action Form No.: AF-8-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Committee  
Presentation By: R. McReynolds

**Recommendation:**

Approve the Resolution

**Executive Summary:**

Proposals were opened on January 5, 2022 for Generator Services for City of Kingsport and Kingsport City Schools. The advertisement for the Request for Proposals was published in the Kingsport Times News on December 19, 2021 and placed on our website for 17 calendar days. The City’s Request for Proposal included a renewal option clause which allows the City to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval.

It is the recommendation of the committee to renew the award for generator services with Nixon Power Services. Nixon Power Services has 15 Kohler trained and certified technicians that live and work in this area. They also have an office with a warehouse located in Blountville. The total annual service cost is projected to be \$62,387.00.

**Attachments:**

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Nixon Letter
- 4. Recommendation Memos

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

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

A RESOLUTION RENEWING THE AWARD OF BID FOR GENERATOR SERVICES TO NIXON POWER SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

WHEREAS, on January 5, 2022, the board approved the bid award of for generator services for the city and Kingsport City Schools to Nixon Power Services; and

WHEREAS, the bid included a renewal option clause that allows the city to renew the award for an additional 12 month period, if costs are acceptable to both parties, with board approval; and

WHEREAS, staff recommends renewing the bid for an additional 12 months at the projected cost of \$62,387.00; and

WHEREAS, funding is identified in various city and school accounts.

Now therefore,

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

SECTION I. That the renewal for of the award of bid for generator services to Nixon Power Services renewed for 12 months at the projected cost of \$62,387.00, is approved.

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

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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



MINUTES  
BID OPENING  
January 5, 2022  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

GENERATOR SERVICES FOR CITY OF KINGSPORT AND KINGSPORT CITY SCHOOLS
Vendor:
Taylor Sudden Service, Inc.
Cummins Sales and Service
PowerSecure, Inc.
Clarke Power Services, Inc.
Nixon Power Services LLC

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



Customer 1500218  
 City of Kingsport  
 415 Broad Street  
 Kingsport TN 37660



Site	Address	Make / Serial	Major pm	Minor pm (x11)	Loadbank	Yearly Total
Fire Station 1 - Central	130 Island St	Kohler 70kw	\$250.00	\$190.00	na	\$2,340.00
Fire Station #2	1800 Crescent Dr	Kohler 35kw	\$220.00	\$180.00	na	\$2,200.00
Fire Station #3	3828 Memorial Blvd	Onan 50kw	\$250.00	\$190.00	na	\$2,340.00
Fire Station #4	West Stone Drive	Kohler 30kw	\$600.00	\$200.00	na	\$2,800.00
Fire Station #5	1517 Lynn Garden Dr.	Kohler 50kw	\$650.00	\$200.00	na	\$2,850.00
Fire Station #6	4598 Fort Henry Dr	Onan 50kw	\$250.00	\$190.00	na	\$2,340.00
Fire Station #7	1440 Rock Springs Rd	Kohler 80kw	\$250.00	\$190.00	na	\$2,340.00
Fire Station #8	1205 New Beason Well Rd	Cummins 80kw	\$700.00	\$200.00	na	\$2,900.00

Site	Address	Make / Serial	Major pm	Minor pm (x3)	2 hr Loadbank	Quarterly Total	
Bays Mountain Tower	Bays Mountain Tower	Onan 50kw	\$250.00	\$190.00	na	\$820.00	
Kingsport City Hall	415 E. New Street	Kohler 300kw	\$900.00	\$200.00	na	\$1,500.00	
DB Stadium (football field)	400 Clinchfield St	Cat 30kw	\$492.00	\$160.00	na	\$972.00	
Dobyns Bennett High School	1800 One Tribe Way	Kohler 125kw	\$300.00	\$200.00	na	\$900.00	
Dobyns Bennett High School	1801 One Tribe Way	Kohler 150rez	\$300.00	\$200.00	na	\$900.00	
J Fred Stadium	1800 One Tribe Way	Kohler 80kw	\$585.00	\$160.00	na	\$1,065.00	
John Sevier MS	1200 Wateree St	Kohler 80kw	\$250.00	\$190.00	na	\$820.00	
Justice Center/Kpt Police Dept	200 Shelby St	Kohler 300kw	\$650.00	\$200.00	na	\$1,250.00	
Justice Center/Kpt Police Dept	201 Shelby St	Cummins 11594814	\$650.00	\$200.00	\$500.00	\$1,750.00	(2 hour lb)
Public Library	400 Broad St	Onan 10kw	\$190.00	\$150.00	na	\$640.00	
Cooks Valley Ps #212	4150 Cooks Landing Rd	Cat 200kw	\$560.00	\$160.00	\$400.00	\$1,440.00	(2 hour lb)
Pump Station #124	416 Revere St	Onan 350kw	\$640.00	\$200.00	\$400.00	\$1,640.00	(4 hour lb)
Pump Station #405	194 Rock Springs Rd	Cummins 350kw	\$350.00	\$200.00	\$600.00	\$1,550.00	(4 hour lb)
Pump Station #315	3900 Abilene Dr	Kohler 50kw	\$300.00	\$160.00	\$300.00	\$1,080.00	(2 hour lb)
Pump Station #408	Rock Springs Rd	Onan 350kw	\$350.00	\$200.00	\$600.00	\$1,550.00	(4 hour lb)
Renaissance Center	1200 E Center St	Onan 200kw	\$350.00	\$200.00	na	\$950.00	
Thornton #402	3025 Fort Henry Dr	Kohler 50kw	\$300.00	\$160.00	\$300.00	\$1,080.00	(2 hour lb)
Wesley Pump Station #403	3560 Wesley Rd	Kohler 50kw	\$300.00	\$160.00	\$300.00	\$1,080.00	(2 hour lb)
Rock Springs Valley PS #284	Rock Springs Rd	Kohler 50kw	\$550.00	\$180.00	\$400.00	\$1,490.00	(2 hour lb)
Pump Station #414- Shady	414 Shady View Rd	Kohler 150kw	\$650.00	\$200.00	\$450.00	\$1,700.00	(2 hour lb)
Pump Station 131	2044 Netherland Inn	Generac 400kw	\$1,000.00	\$200.00	\$600.00	\$2,200.00	(4 hour lb)
Colonial View Pump Station	601 Moreland Dr	Cummins 80kw	\$580.00	\$160.00	\$400.00	\$1,460.00	(moreland pump st 4 hr lb)
Hillcrest Pump Station	3806 Summitt Dr	Cummins 450	\$1,120.00	\$200.00	\$500.00	\$2,220.00	(2 hour lb)
Sherwood Rd Filter Plant	2436 Sherwood Rd	Cat 3516 2 MG	\$3,500.00	\$200.00	\$3,800.00	\$7,900.00	(4 hour lb)
WATER PLANT 55KW Portable	2436 Sherwood Rd	Kohler 50kw	\$550.00	\$180.00	\$600.00	\$1,690.00	(2 hour lb)
Westview Pump Station	1201 Fairview Ave	Onan 175kw	\$530.00	\$160.00	\$400.00	\$1,410.00	(2 hour lb)
Waste Water Treatment	225 W Center St	Kohler 60kw	\$250.00	\$190.00	\$400.00	\$1,220.00	(2 hour lb)

<b>Total Service per year</b>	\$62,387.00
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<b>Length of Agreement (without an increase in pricing)</b>	<b>1 Year</b>	<b>2 Years</b>
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Nixon Power Services Co is pleased to offer this proposal for servicing your generators.  
 We will provide you with the highest quality of service in the industry. After each service you will receive a report.  
 This report documents our findings, recommendations, and test and service results. In the event additional repairs are discovered the onsite technician will make necessary repairs on a time and material basis based upon your approval.  
 This agreement is billed annually or at the time of service from the date of acceptance and renewed automatically if not cancelled by either party.

**Melissa Smith**  
 Service Agreement Administrator  
 1515 JP Hennessy Drive  
 La Vergne, TN 37086  
 Mobile: 615-295-9652

PO \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Date \_\_\_\_\_

Item X11.

To: Nikisha Eichmann  
From: Karl Berry  
Date: 12/19/23  
Re: Generator Service Provider Renewal Recommendation

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Comments: Nikisha

I recommend we stay with Nixon for generator services for 2023. I am pleased with the services we are receiving from them and their pricing is very good. I can count on their quick service time and not having services delayed for extended amounts of time. We have had no issues or complaints regarding any of the services they provide.

Thank You,  
Karl Berry  
Facility Maintenance Superintendent  
City of Kingsport

MEMORANDUM

TO: Nikisha Eichmann  
City of Kingsport, Assistant Procurement Manager

FROM: David Sewell  
Kingsport City Schools, Maintenance Director

DATE: December 26, 2023

SUBJECT: Recommendation to Renew Agreement with Nixon for Generator Services

I recommend the agreement with Nixon Power Services, LLC, be renewed. We have years of great experience dealing with them. We have always received quality work from them. They are local to the area, having a warehouse in Blountville, Tennessee, and have local technicians for a quick response time.

In my opinion, it is in the best interest of City of Kingsport to renew the agreement with Nixon Power Services, LLC.



**AGENDA ACTION FORM**

**Consider a Resolution to Amend CDM Smith Agreement for Wastewater Treatment Plant Electrical Improvements – Motor Control Center (MCC) 6 Replacement Project**

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

Action Form No.: AF- 2-2024  
 Work Session: January 16, 2024  
 First Reading: N/A  
 Final Adoption: January 16, 2024  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

On April 12, 2022, the City entered into a professional service agreement with CDM Smith for design of motor control center 6 (MCC-6) at the wastewater treatment plant (WWTP). This project was identified in a condition assessment of the WWTP electrical system performed in 2016. The assessment prioritized projects based on the condition and risk to plant operations and compliance. Electrical equipment greater than 30 years of age has reached the end of its useful life and is not deemed reliable.

MCC-6 was installed in 1980. It has a single feeder and provides power to the return activated sludge (RAS) and waste activated sludge (WAS) pumping stations resulting in a single point of failure. To increase reliability, it is recommended MCC-6 be removed and replaced with two new main-tie-main motor control centers interlocked with kirk keys. New MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability. A new air-conditioned building housing two motor control centers and VFDs is recommended for this area.

This amendment moves the project into the construction phase. Total amendment request is \$214,075. This project was identified and funding was approved by the BMA for the FY 2022 Capital Improvements Plan. Funding is available in SW2206.

Original Contract Amount	\$ 305,400.00
Contract Amendment 1	<u>\$ 214,075.00</u>
Current Contract Amount	\$ 519,475.00

**Attachments:**

- Resolution
- Agreement

Item XI2.

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

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

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

WHEREAS, on April 12, 2022, the board approved Resolution No.: 2022-197 authorizing the mayor to sign a Professional Services Agreement with CDM Smith for the Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement project; and

WHEREAS, the original agreement was for an amount not to exceed \$305,400.00;and

WHEREAS, since that time it has been determined that to increase reliability, it is recommended MCC-6 be removed and replaced with two new main-tie-main motor control centers interlocked with kirk keys. New MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability, and a new air-conditioned building housing two motor control centers and VFDs is recommended for this area; and

WHEREAS, this amendment is in the amount of \$214,075.00 and will make the current contract in the amount of \$519,475.00.

Now therefore,

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

SECTION I. That an amendment to the Professional Services Agreement with CDM Smith for the Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement project, in the amount of \$214,075.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the the Professional Services Agreement with CDM Smith for the Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement project, in the amount of \$214,075.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 16<sup>th</sup> day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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



1100 Marion Street, Suite 300  
Knoxville, Tennessee 37921  
tel: 865 963-4300  
fax: 865 524-5311

December 8, 2023

Ms. Niki Ensor  
Utilities Director  
City of Kingsport  
620 West Industry Drive  
Kingsport, TN 37660

Subject: Proposal for Professional Services for Replacement of the Kingsport Wastewater Treatment Plant Motor Control Center MCC-6

Dear Niki:

## Background

The City of Kingsport (City/OWNER) owns and operates the City of Kingsport Wastewater Treatment Plant (WWTP). Much of the WWTP electrical equipment is reaching the end of its useful service life and should be programmed for replacement. In order to support renewal of the service life and improve operations and maintenance capabilities of the electrical distribution equipment, CDM Smith (ENGINEER) completed the Kingsport WWTP Electrical Evaluation Report in July 2016, which provides specific upgrade recommendations which can be phased over the next several years as funding becomes available. The next priority project to be completed is the replacement of MCC-6.

## MCC-6

Motor control center MCC-6 is located in a dedicated building near the return activated sludge (RAS) pump station. Despite its age, MCC-6 is in fair condition due to the fact it is separated from the corrosive process areas it serves. However, the door to the building has been left open due to the heat buildup associated with the variable frequency drives in the room. Unfortunately, space is extremely limited, and it is unlikely adequate HVAC modifications can be made to accommodate the heat gains associated with the variable frequency drives. The added heat in the room can potentially lead to premature equipment failure for both the motor control center and variable frequency drives.

Existing MCC-6 has a single feeder and provides power to the RAS and WAS pumping stations. MCC-6 is past its useful design life and should be replaced. Since MCC-6 has a single feeder, failure of this MCC will cause loss of the RAS and WAS pumping stations.

To increase reliability, it's recommended MCC-6 be removed and replaced with two new main-tie-main motor control centers interlocked with kirk keys. There is insufficient space in the existing building for new motor control centers, and maintenance of plant operations would require the existing MCC-6 to remain online during replacement. A new air-conditioned building housing two







Ms. Niki Ensor  
December 8, 2023  
Page 2

motor control centers and VFDs is recommended for this area. New MCC-6A and MCC-6B will be fed from opposite sides of newly constructed SB-1 to increase reliability.

## Scope of Services

Task 1 was completed in March 2023. Tasks 2 and 3 are included in this scope of work.

Professional engineering services associated with the replacement of MCC-6 and related equipment will be delivered according to the tasks, detailed as follows:

- Task 0 – Project Management
- Task 1 – Design Services (Complete)
- Task 2 – Bidding Services
- Task 3 – Limited General Services During Construction

### Task 0 – Project Management

ENGINEER will conduct the following activities throughout the course of this assignment which is comprised of design services and other consulting services as requested by the OWNER. Costs for these services are included in Tasks 1-3.

**Task 0.1: General Administration** – The Engineer will provide project management to administer the production of work in accordance with the Work Authorization scope, budget, and schedule. The Engineer will provide monthly invoices with progress reports.

**Task 0.2: Quality Assurance/Quality Control (QA/QC)** – The ENGINEER’s standard QA/QC processes will be applied to all relevant aspects of the work.

### Task 1 – Design Services (Complete)

**Task 1.1: Site Visit and Review of Existing Information** – The ENGINEER will meet with OWNER staff at the WWTP to review the existing equipment installation, finalize project goals and objectives, define project constraints, and collect relevant field information required for final design. CDM Smith will also conduct the following activities as part of review of existing information and project initiation:

- Conduct internal design kick-off meeting
- Review as-built drawings/existing information
- Develop requests for additional information needed for design, as appropriate

**Task 1.2: Final Design and Contract Documents** – The ENGINEER will undertake the appropriate level of engineering to prepare the 30-percent, 90-percent, and 100-percent design of the project including equipment sizing and selection, reviewing feasible options for MOPO during construction, finalizing site layout, evaluation of technical alternatives, and other pertinent engineering considerations.

The ENGINEER shall prepare construction documents for the above listed scope suitable for the receipt of bids for construction of the project. This scope assumes that the complete project will be included in one set of Contract Documents. Throughout final design, the ENGINEER will maintain regular contact with OWNER's staff to review the progress of design. Constructability and design reviews will be conducted at the 30- and 90-percent design completion stages by OWNER's staff. Opinions of Probable Construction Cost (OPCC) will be provided with the 30- and 90-percent deliverables. Final design and Contract Document services to be provided by the ENGINEER are described as follows:

**Task 1.2.1: Prepare Construction Contract Drawings** – Construction Contract Drawings will be prepared showing the scope, extent, and character of the work to be performed by the contractor. Drawings will include general, civil, architectural, structural, electrical, instrumentation, and HVAC drawings suitable for public bidding. A pre-engineered, precast concrete building will be designed to house the new motor control centers. The preliminary list of drawings follows.

### **Preliminary List of Drawings**

#### Cover Sheet

- C-1 Site Plan – MCC-6 Electrical Building
- C-2 Miscellaneous Civil Details
  
- S-1 Electrical Enclosure Slab Plan, Sections and Details, Structural General Notes
- SD-1 Special Inspections
  
- A-1 Architectural Sheet Index, General Notes, Abbreviations, Symbols and Building Code Key Determinations
- A-2 MCC-6 Electrical Building - Building Floor Plan, Roof Plan, Exterior Elevations and Details
  
- H-1 HVAC Symbols and Abbreviations
- H-2 MCC-6 Electrical Building - Building HVAC Plan and Details
  
- E-1 Electrical Symbols and Abbreviations I
- E-2 Electrical Symbols and Abbreviations II
- E-3 MCC-6 Electrical Building - Electrical Site Plan
- E-4 MCC-6 Electrical Building - One Line Power Diagram
- E-5 MCC-6 Electrical Building - Control and Instrumentation Riser Diagrams
- E-6 MCC-6 Electrical Building - MCC Building Power, Control, Grounding and Lighting Plan
- E-7 MCC-6 Electrical Building - Existing Electrical Building Modification Plan
- E-8 MCC-6 Electrical Building - Panelboard and Lighting Fixture Schedule and Details
- ED-1 Electrical Details I
- ED-2 Electrical Details II
  
- I-1 Instrumentation Symbols and Legend
- I-2 MCC I/O P&ID

**Task 1.2.2: Prepare Technical Specifications** – Technical specifications for the construction work will be prepared in general conformance with the fifty-division format of the Construction Specification Institute (CSI).

**Task 1.2.3: Prepare General Conditions, Bidding, and Contract Documents** – ENGINEER shall prepare Division 00 and Division 01 specifications including Contract agreement forms, invitation for bids, information for bidders, bid form, performance bonds, labor and material bonds, general conditions, and supplemental general conditions.

**Task 1.2.4: Prepare Sequence of Construction** – In consultation with the OWNER, the ENGINEER shall prepare a construction sequencing plan for the MCC replacement construction. The plans will include identification of scheduling constraints, construction completion milestones, and definition of construction constraints to minimize construction impacts on existing plant operations. The construction sequencing plan shall be included as part of the construction project manual or on the Drawings.

**Task 1.2.5: Conduct Technical Reviews** – Independent CDM Smith senior technical reviewers will make an evaluation of the design progress at the 30- and 90-percent completion stages. Progress drawings and specifications will be submitted to the OWNER prior to each design review, along with OPCCs. OWNER will review the progress drawings and specifications and will return written review comments within 2 weeks of receipt from ENGINEER. Based on the scope of this project, no formal review meetings are anticipated. Progress sets will be delivered electronically in PDF format.

**Task 1.2.6: Complete Construction Documents** – Following receipt of the 90-percent review comments, final design modifications will be incorporated in the 100% Construction Documents. The ENGINEER will be responsible for making copies of and distributing the 100% Construction Contract Documents. The ENGINEER will deliver 5 copies in addition to electronic documents in PDF format.

**Task 1.2.7: Final Review** – The ENGINEER will conduct a final discipline cross-checks and final quality review of the construction documents prior to bidding.

**Task 1.2.8: Permitting** – A local building permit and site development permit are expected to be required for this project since a new building will be constructed. It is assumed that Contractor will prepare and submit permit applications with fees to the local permitting agency. Permitting efforts are excluded from ENGINEER's scope of work.



Ms. Niki Ensor  
December 8, 2023  
Page 5

**Additional Assumptions:**

- A geotechnical investigation is required to confirm the suitability of shallow foundations for the new building. This investigation will include 2 borings to a depth of 30 feet. No rock coring is assumed.
- The new building is assumed to only require shallow foundations. Deep foundation design is not included in the ENGINEER's scope of work.

**Task 2 – Bidding Assistance Services**

The ENGINEER shall provide services during the Bidding Phase of the project. This scope budgets for one bid phase of a single contract. OWNER may authorize ENGINEER for rebidding if the need arises, via amendment. Bidding services to be provided by the ENGINEER will be limited to the following tasks:

***Task 2.1: Bid Advertisement and Distribution of Documents*** – Assist the OWNER in advertising for and obtaining bids for construction. OWNER shall place advertisement for bids. ENGINEER will reproduce documents, distribute documents to bidders, and maintain plan holders list. Pre-qualification of bidders is excluded from ENGINEER's scope of work.

***Task 2.2: Issue Addenda*** – Prepare up to 3 Addenda to clarify, correct, or change the Bidding Documents. ENGINEER shall distribute addenda to bidders.

***Task 2.3: Review Subcontractors and Suppliers*** – Consult with the OWNER as to the acceptability of subcontractors, suppliers, and other persons or entities proposed by Contractor for those portions of the work for which such acceptability is required by the Bidding Documents.

***Task 2.4: Bid Opening and Evaluation*** – ENGINEER will attend and participate in the Pre-Bid Meeting and Bid Opening. ENGINEER will also evaluate the bid results and CONTRACTOR qualifications and will provide a Recommendation of Award and Bid Tabulation.

It is assumed that no conformed documents will be required for this project based on the proposed scope of work. The Bidding Documents and bound Addenda (as applicable) shall serve as the Contract Documents.

**Task 3 – Limited General Services (GS) During Construction**

The ENGINEER shall provide limited engineering services during the construction phase. This Agreement includes provision of construction services for up to 16 months beginning from the construction contract Notice-to-Proceed (NTP) date and ending at Final Construction Completion. ENGINEER shall receive additional compensation for any additional construction services required due to an increase in this construction period duration (via further amendment to the Agreement). Construction Phase Services to be provided by the ENGINEER are as follows:

**Task 3.1: General Administration of Construction Contract** – ENGINEER shall consult with and advise OWNER and act as OWNER’s representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER’s instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions, except as otherwise provided in writing.

**Task 3.2: Visits to Site and Observation of Construction** – In connection with observations of the work of Contractor while in progress:

ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor’s work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER’s exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER’s visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase and, in addition, by the exercise of ENGINEER’s efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor’s furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.

**Task 3.3: Defective Work** – During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor’s work while it is in progress, if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

**Task 3.4: Clarifications and Interpretations, Field Orders** – ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents, as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

**Task 3.5: Change Orders and Work Change Directives** – ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare change Orders and Work Change Directives as required.

**Task 3.6: Shop Drawings** – ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples, Operations and Maintenance Manuals, and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. It is assumed that 150 submittals, including resubmittals will be reviewed.

**Task 3.7: Substitutes** – ENGINEER shall evaluate and determine the acceptability of substitute or or-equal materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

**Task 3.8: Disagreements between OWNER and Contractor** – ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the technical and design related portions of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. OWNER shall be responsible for interpretation of the requirements of Divisions 00 and 01 of the Contract Documents.

**Task 3.9: Applications for Payment** – Based on ENGINEER’s on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER’s representation to OWNER, based on such observations and review, that, to the best of ENGINEER’s knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER’s responsibility to observe the work. In the case of unit price work, ENGINEER’s recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor’s work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or have involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER’s review of Contractor’s work for the purposes of recommending payments nor ENGINEER’s recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor’s compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor’s furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

**Task 3.10: Contractor’s Completion Documents** – ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operation instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up Record Documents (including Shop Drawings, Samples, and other data approved as provided under Task 3.6 and marked-up record drawings)

which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of and, in the case of certificates of inspections, tests, and approvals, the results certified indicate compliance with, the Contract Documents.

**Task 3.11: Substantial Completion** – Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, ENGINEER considers the work substantially complete ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

**Task 3.12: Final Notice of Acceptability of the Work** – ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 3.10) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

**Task 3.13: Prepare Record Drawings** - ENGINEER shall prepare one reproducible record drawing set based on information provided by the Contractor and reviewed as part of Task 3.10. Record Drawings shall also be delivered in electronic format as PDF files on CD.

**Limitation of Responsibilities** – ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

Resident Project Representative (RPR) services are excluded from the ENGINEER's scope.

## Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work:





Ms. Niki Ensor  
December 8, 2023  
Page 10

Task Description	Completion Date
Task 1 – Design Services (Complete)	March 2023
Task 2 – Bidding Services	December 2023
Task 3 – Limited General Services During Construction	June 2025 <sup>(1)</sup>

(1) Based on an 18-month construction duration

### Payment and Compensation

The City of Kingsport shall compensate the ENGINEER for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice.

The project total upper limit shall not exceed \$519,475 without written amendment to this authorization. An estimated breakdown of cost by task is provided for informational purposes below.

Task Description	Task Budget
Task 1 – Design Services (Complete)	\$305,400
Task 2 – Bidding Services	\$24,850
Task 3 – Construction Phase Services	\$189,225
Project Total	\$519,475

CDM Smith looks forward to working with the City of Kingsport for the implementation of the MCC-6 replacement project. Please contact me with any questions or need for any additional information.

Sincerely,

Daniel Unger, PE, PMP  
Client Service Leader  
CDM Smith Inc.



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing Changes to the MOU with Camelot Care Centers and Authorizing the Mayor to Execute All Necessary Documents**

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

Action Form No.: AF-7-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The administration desires to amend the MOU dated July 19, 2023, with Camelot Care Centers for FY24.

Camelot Care Centers, Inc. is a provider of behavioral health and counseling services. Camelot mental health professionals work with children, families of KCS Students, and School Staff to develop and implement treatment plans and provide services in accordance with the established treatment plans.

In paragraph 2, staffing, there are eleven (11) Camelot staff members proposed. For the first half of the school year, they have been able to provide two (2).

Due to a scrivener’s error in paragraph 9, compensation, clarification needed to be made and is also addressed in the proposed amendment.

The amendment was approved by the Board of Education on January 9, 2023.

**Attachments:**

Resolution  
Amendment

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

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

A RESOLUTION APPROVING AN AMENDMENT 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

WHEREAS, on July 19, 2023, the board approved Resolution No.: 2024-035 authorizing the mayor to sign a Memorandum of Understanding with Camelot Care Centers for the fiscal year 2024; and

WHEREAS, since execution of the MOU, Camelot has experienced staffing difficulties which the city is agreeable to accommodate necessitating a change in paragraph 2. of the MOU; and

WHEREAS, additionally, a scrivener's error was identified in paragraph 9., relative to compensation which the parties desire to correct; and

WHEREAS, the proposed amendment makes the necessary changes to the agreement to address the foregoing; and

WHEREAS, the proposed amendment set out below was approved by the Board of Education on January 9, 2024.

Now therefore,

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

SECTION I. That Amendment 1 to the Memorandum of Understanding with Camelot Care Centers for the fiscal year 2024, 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, Amendment 1 to the Memorandum of Understanding with Camelot Care Centers for the fiscal year 2024, 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:

**AMENDMENT NUMBER 1  
TO THE MEMORANDUM OF UNDERSTANDING  
ENTERED INTO BETWEEN  
CAMELOT CARE CENTERS, INC.,  
AND  
CITY OF KINGSPORT, TENNESSEE FOR ITS  
KINGSPORT CITY SCHOOLS**

WHEREAS, on the 19<sup>th</sup> day of July, 2023 the parties entered into a Memorandum of Understanding which set forth the terms and conditions pursuant to which Camelot Care Centers, Inc. ("Provider") would provide services to the City of Kingsport for its Kingsport City Schools ("School System") and for which School System would compensate Provider; and

WHEREAS, Provider's obligation to provide staffing being highly dependent upon an extremely competitive labor market, which School System acknowledges and appreciates, requires that clarity be added to Paragraph 2 in the event staffing levels are unobtainable; and

WHEREAS, additionally, the parties have since discovered a scrivener's error in paragraph 9 of the Memorandum of Understanding as to the total amount of compensation and the payments due at the specified intervals; and

WHEREAS, the parties hereby agree that each will benefit from the correction of errors and added clarity to paragraphs 2 and 9 of the agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which being deemed good and adequate consideration Paragraph 9 of the agreement is amended to read as follows:

2. Staffing: Provider shall undertake all reasonable steps necessary to provide Eleven (11) qualified mental health professionals who will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans. In the event Provider is unable to Provide the full contingent of Staff the compensation due provider shall be as set forth in Paragraph 9.

9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee not to exceed One Hundred Ninety Eight Thousand Dollars and No Cents (\$198,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue two (2) invoices neither of which shall exceed \$99,000.00 to the School System. One invoice issued in December 2023 and one in May 2024. In the event that Provider has less staff than mentioned in paragraph 2, the School System will pay \$18,000 per qualified mental health professional provided.

Except as hereby amended, all other terms and conditions of the Memorandum of Understanding effective July 19, 2023, shall remain in full force and effect.

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

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AMENDMENT NUMBER 1  
TO THE MEMORANDUM OF UNDERSTANDING  
ENTERED INTO BETWEEN  
CAMELOT CARE CENTERS, INC.,  
AND  
CITY OF KINGSPORT, TENNESSEE FOR ITS  
KINGSPORT CITY SCHOOLS**

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9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee not to exceed One Hundred Ninety Eight Thousand Dollars and No Cents (\$198,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue two (2) invoices neither of which shall exceed \$99,000.00 to the School System. One invoice issued in December 2023 and one in May 2024. In the event that Provider has less staff than mentioned in paragraph 2, the School System will pay \$18,000 per qualified mental health professional provided.

Except as hereby amended, all other terms and conditions of the Memorandum of Understanding effective July 19, 2023, shall remain in full force and effect.

CAMELOT CARE CENTERS, INC.

CITY OF KINGSPORT

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

ATTEST:

Item X13.

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City Recorder

APPROVED AS TO FORM:

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City Attorney

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into on this 19<sup>th</sup> day of **July 2023**, by and between the City of Kingsport for its Kingsport City School System School System ("School System School System") and Camelot Care Centers, Inc. ("Provider").

WHEREAS, School System recognizes that offering mental health and/or other counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

WHEREAS, Provider is a provider of children and adolescent behavioral health services and has the necessary qualifications, experience, and abilities to provide behavioral health services to students at the following locations: Dobyns-Bennett HS, Ross N. Robinson MS, John Sevier MS, D-B EXCEL, Cora Cox Academy, Andrew Jackson ES, Theodore Roosevelt ES, Abraham Lincoln ES, John F. Kennedy ES, George Washington ES, Thomas Jefferson ES, Andrew Johnson ES, and John Adams ES.

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

1. **Children Served:** Provider will work with each school listed above to offer individual and group therapy services to eligible students, and will respond to any crisis or behavioral issues that may arise at the school, upon request of the principal or principal's designee. Participating children must be determined eligible for services based on assessment by a Provider qualified mental health professional staff member. A parent or guardian must give written consent and must complete all necessary documentation for their child to participate in the program. Eligibility for services will be determined by Provider, based upon payers' eligibility criteria.
2. **Staffing:** Eleven (11) qualified mental health professionals will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans.
3. **Assessment of Eligibility:** Provider will provide all referred students with an appropriate assessment of eligibility to receive services in accordance with applicable payer guidelines, and in accordance with all applicable Federal, State and Provider guidelines. Provider will bill insurance, Medicaid or responsible parties for children who have Medicaid, private insurance or other means of payment. For uninsured children who are referred for services, Provider will provide services on a pro bono basis, as time and resources allow. If Provider is not able to provide pro bono services to all children in need of services, Provider will assist with making appropriate referrals for outpatient services with another organization.
4. **Service Goals:** Provider will provide services that meet the following goals:
  - a. Work with School administrative staff to identify children needing services.
  - b. Coordinate all activities through the Principal or designated staff member to effectively maintain a therapeutically sound clinical service.
  - c. Improve or maintain the child's level of functioning as associated with the targeted behaviors.

- d. Provide quality, comprehensive and culturally competent services that are age appropriate to respond to the unique needs of each child.
5. Expectations for School:
    - a. Refer children who have been identified as needing services to Provider for assessment.
    - b. Provide appropriate work space for Provider's staff during regular School business hours, including, but not limited to:
      - i. Private space for use during times when individual therapy or parent meetings are necessary;
      - ii. Private group meeting space for group therapy;
      - iii. Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
    - c. Provide access to and use of classroom materials for therapeutic activities.
    - d. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
    - e. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.
  6. Expectations of Provider:
    - a. Provide clinically competent services within the dynamics of a school milieu.
    - b. Be accountable for its staff involved in the provision of services at School.
    - c. Provide all staff supplies and equipment needed for the provision of services at School.
    - d. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
    - e. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.
  7. Duration of Agreement: This Agreement is for school year 2023-2024, starting August 2023 and ending June, 2024. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.
  8. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.
  9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee of Ninety Thousand Dollars and No Cents (\$198,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue three (2) invoices for \$99,000.00 to the School System on December 22, 2023 and May 23, 2024.
  10. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or



terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.

11. Confidentiality of Records: Provider shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, et seq.; 34 CFR Part 99). Provider acknowledges that the requirements and terms set forth under FERPA are additional terms under this Agreement and, therefore, fully incorporated herein and made a part hereof. Provider will adhere to requirements as established by School System policies and procedures and FERPA, as specified in 34 C.F.R. Part 99.30, for disclosure of "educational records."
12. Indemnification: Provider shall indemnify School System, its board members, officers, employees, or agents harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts, errors, or omissions committed or alleged to have been committed by Provider or its employees. Provider will defend and pay costs to indemnify and hold School System harmless from any and all demands, claims, suits, actions and legal proceedings, including allegations of negligence, brought against School System, its board members, officers, employees or agents arising out of alleged acts or omissions by Provider in the course of performing services pursuant to this Agreement.
13. Insurance: Provider will furnish to School System Certificates of Insurance, or certified copies of policies if so requested at any time, indicating that the following insurance coverages (underlined) have been obtained, which meet the minimum requirements as outlined below:

Professional Liability Insurance in the name of the Provider, pertinent to Provider's profession, including the employees as insureds, at an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance with respect to School System, its officers, officials, employees, and agents. Any insurance or self-insurance or other funding mechanism(s) maintained and/or carried by School System, its officers, officials, employees, or agents shall be excess of the Provider's insurance with no right of contribution. Policy or Policies shall provide cross-claim and severability of interest coverage for losses due to the negligence, omission, or other conduct of Provider.

Provider shall provide no less than thirty (30) days written notice to School System at the address listed in this Agreement prior to cancelling any insurance policy coverage required by this Agreement.

14. Notice: Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised in writing:

Notice to School System shall be sent to the following:  
Jim Nash  
Chief Student Services Officer, Kingsport City Schools  
400 Clinchfield Street, Suite 200  
Kingsport, TN 37660  
423-378-2169

Item X13.

jnash@k12k.com

Notice to Provider shall be sent to the following:

Aaron Shankle, MA

Director of Business Development, Camelot Care Centers, Inc.

2971 Fort Henry Drive

Kingsport, TN 37664

423-392-2975 Ext. 1010

ashankle@camelotcare.com

15. **Governing Law:** This Agreement is made in the State of Tennessee and shall be governed and interpreted according to the laws of the State of Tennessee without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement, including, but not limited to, enforceability of this Agreement, to interpret any provision of this Agreement, or to remedy any breach of this Agreement, shall be brought in the state or federal court(s) of Sullivan County, Tennessee. No claim or cause of action described in this paragraph shall be pursued in any other state or federal jurisdiction.
16. **Independent Contractor:** Provider is, and shall be, in the provision of all services under this Agreement, an Independent Contractor, and not an employee, agent, or servant of School System. All persons engaged in any of the services performed pursuant to the Agreement shall at all times, and in all places, be subject to Provider's sole direction, supervision and control. Provider shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the Provider's relationship and the relationship of its employees to School System shall be that of an Independent Contractor and not as employees or agents of School System.
17. **General Compliance with Laws:** Provider certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Provider shall maintain all current certifications, licenses, and registrations relevant to providing services during the term of the Agreement.
18. **Severability:** If any provision of this Agreement is held to be unlawful, invalid or unenforceable, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
19. **Backgrounds Checks Required.** Provider will fully comply and require its employees and contractors to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining

to required background checks for contractors who will have employees or subcontractors and employees that have direct contact with school children or a child care center or have access to the grounds of a school when children are present will have mandatory backgrounds checks as set out in the statute, and Provider has a duty to require such employee to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds. Provider agrees that no employer, or employee of the employer, including contractors of Provider, to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
- (ii) Any offense in title 39, chapter 13; (Offenses Against Person)
- (iii) §§ 39-14-301 and 39-14-302; (Arson; Aggravated Arson)
- (iv) §§ 39-14-401-39-14-404; (Definitions for burglary and related offenses; Burglary; Aggravated burglary; Especially Aggravated Burglary)
- (v) §§ 39-15-401 and 39-15-402; (Child abuse and child neglect or endangerment; Haley's Law – Aggravated child abuse and aggravated child neglect or endangerment – Definitions)
- (vi) § 39-17-417; (Criminal offenses and penalties) pertains to controlled substances
- (vii) § 39-17-1320; (Providing handgun to juveniles – Penalties) or
- (viii) Any other offense in title 39, chapter 17, part 13. (Weapons)

Prior to Provider providing service to School System pursuant to this Memorandum of Understanding, Provider shall certify in writing to School System that all employees of Provider or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification under T.C.A. § 49-5-413(d).

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

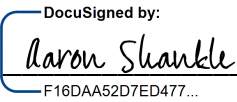
Agreed and Accepted by:

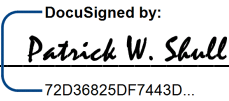
PROVIDER:  
CAMELOT CARE CENTERS, INC.

SCHOOL SYSTEM:  
CITY OF KINGSPORT, FOR ITS KINGSPORT  
CITY SCHOOL SYSTEM

Name Aaron Shankle

Name Patrick W. Shull

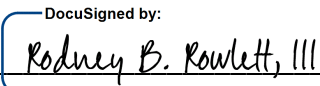
Signature  F16DAA52D7ED477...

Signature  72D36825DF7443D...

Title Director of Business Development

Title Mayor

ATTEST:  ANGIE MARSHALL  
CITY RECORDER

APPROVED AS TO FORM:  
 RODNEY B. ROWLETT, III  
CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution to Apply for and Receive Apprenticeship Grant from First Tennessee Development District**

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

Action Form No.: AF-16-2024  
Work Session: January 16, 2024  
First Reading: January 16, 2024  
Final Adoption: January 16, 2024  
Staff Work By: Tyra Copas  
Presentation By: Tyra Copas

**Recommendation:**

Approve the Resolution

**Executive Summary:**

The First TN Development District offers Apprenticeship Training Grants, which support training and on-the-job learning for first and second-year apprentices. This is a reimbursement program in which training dollars can be recouped for employer costs for training and associated expenses for registered apprentices.

This grant ward would provide reimbursement for training costs associated with our 911 Dispatch Apprenticeship Program and our newly approved Police Office Apprenticeship Program. The total amount would be up to **\$18,500**.

The grant does require a match of \$9,250; however, salaries and overall training costs can be used. Therefore, there is no additional cost for the city.

**Attachments:**

Resolution  
Contract

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN AMERICAN APPRENTICESHIP INITIATIVE PROGRAM GRANT FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT

WHEREAS, funding is available through the First Tennessee Development District's American Apprenticeship Initiative Program grant to provide apprenticeship training which includes on the job learning as well as technical and theoretical classroom instruction; and

WHEREAS, on June 21, 2022, the Board approved registering the city to become an official Registered Apprenticeship Sponsor; and

WHEREAS, the city desires to apply for an American Apprenticeship Initiative Program grant through the First Tennessee Development District; and

WHEREAS, city will utilize the grant funds to cover reimbursement for training costs associated with our 911 Dispatch Apprenticeship Program and our newly approved Police Office Apprenticeship Program; and

WHEREAS, the amount of the grant award requested is \$18,500.00, and requires a \$9,250.00 match which is already identified within the Human Resources Department budget.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive an American Apprenticeship Initiative grant from the First Tennessee Development District, in the amount of \$18,500.00, which requires a \$9,250.00 match, which is identified with the current Human Resources Department budget.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 16<sup>th</sup> day of January, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**GRANT CONTRACT BETWEEN  
FIRST TN DEVELOPMENT DISTRICT  
AND City of Kingsport**

This Grant Contract, by and between the First TN Development District, Inc., hereinafter referred to as "FTDD" and **City of Kingsport**, hereinafter referred to as the "Contractor," is for the provision of establishing **American Apprenticeship Initiative Program (AAIP)** and services as authorized under Public Law 113-128, as further defined in the "SCOPE OF SERVICES."

**CONTRACT #: AAIP 2024-3439**

**A. SCOPE OF SERVICES AND DELIVERABLES**

- A.1. The Contractor shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract. Services will be provided in accordance with the provisions of the Workforce Innovation and Opportunity Act (Public Law 113-128) for the purpose of establishing and carrying out apprenticeship training for new apprentices. Such services shall be delivered in accordance with the Act and with federal regulations to prepare program participants for entry into the labor force and to offer training to those facing serious barriers to employment as defined by such Act. "WIOA" means the Workforce Innovation and Opportunity Act as defined in 29 U.S.C.A. Sec.3101 et.seq. (cited as Public Law 113-128 throughout this Contract). WIOA is a federal law designed to (1) strengthen the United States workforce development system through innovation, alignment, and improvement of employment training and education programs in the United States; and to (2) promote individual and national economic growth.
- A.2. The Contractor shall establish programs to participate in the Training Grant in the form of an apprenticeship training program through a combination of on-the-job learning and related technical and theoretical classroom instruction. Apprentices are employed at the start of their apprenticeship and work through a series of defined curricula until the completion of their apprenticeship program. **City of Kingsport** will train **8, first year and/or second year apprentices** in their AAIP program, as further explained in Attachment B.
- A.3. For an employer to receive AAIP funds, the individuals receiving training must meet the following eligibility criteria:
- A U.S. citizen or individual entitled to work in the U.S.
  - Age 18 or older
  - Registered for Selective Service unless an exception is justified (Selective Service requires registration of all males who are 18 or older and born on or after January 1, 1960)
  - Employed
  - Meet the Fair Standards Act requirements for an employer-employee relationship
  - Have an established employment history with the employer receiving the grant for six (6) months or more.
- A.4. Contractor Services: All services must comply with the applicable WIOA rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government, by the State of Tennessee or by FTDD. These include the One-Stop Comprehensive Financial Management Technical Assistance Guide ("TAG"). The TAG, part I and part II and any subsequent amendments to the TAG, constitutes a part of this agreement and is incorporated into this Grant Contract by reference. The TAG is located at <https://www.tn.gov/workforce/general-resources/program-management/program-management-redirect/workforce-services-redirect/financial-management.html> until it is replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration.
- A.5. Use of Jobs4TN: As a partner providing workforce services programs, the Contractor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment/referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in Section A.6. and A.7. of the contract scope of services and deliverables respectively.
- A.6. Service Goals: Performance Goals for WIOA activities are listed in Public Law 113-128 Section 116(b)(2)(A)(i) for adult and dislocated workers; and Section 116((b)(2)(A)(ii) for youth. The indicators for adult and dislocated workers are entered employment, employment retention and average earnings; youth indicators are placement in employment and education, attainment of a degree or certificate, literacy and numeracy gains and or training program leading to a recognized post-secondary credential.
- A.7. Reporting Requirements: The Contractor shall comply with all reporting requirements to include: data entry in the Virtual One-Stop ("VOS") system; and to include any other system or partner system required or vetted under WIOA for measuring performance outcomes, submission of associated monthly expenditure or financial analysis reports, and closeout packages, in the manner specified by FTDD, the State, and under all applicable laws, regulations, and instructions ( in order to account for all funds expended by the Contractor pursuant to this Grant). A "Monthly Status Report" will need to be completed and submitted to FTDD by the 5<sup>th</sup> of each month, see Attachment C.
- A.8. The Contractor shall perform all services and comply with all conditions contained in the Contractor's Training Grant Application attached to this Grant Contract, identified as Attachment B. Such attachments are incorporated in and made a part of this Grant Contract by reference, provided that if the provisions of the Training Grant Program Application conflicts with this Grant Contract, the Grant Contract shall control.

**B. TERM OF GRANT CONTRACT**

*Item XI4.*



This Grant Contract shall be effective on **November 1, 2023** ("Effective Date") and ending on **June 30, 2024** ("End Date"). FTDD and the State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date or after the End Date.

**C. PAYMENT TERMS AND CONDITIONS**

C.1. **Maximum Liability:** In no event shall the maximum liability of FTDD under this Grant Contract exceed **Eighteen thousand and five hundred dollars (\$18,500)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Contractor 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 Contractor.

FTDD will closely review expenditure of funds to ensure that the dollars awarded are expended in a timely manner. The Contractor shall notify FTDD immediately if the Contractor anticipates that they may not be able to fully expend all the funds awarded through this Grant Contract. Funds awarded to the Contractor and not used for training within the contract period (Section B) will return to FTDD for redistribution to other Contractors participating in the Training Grant Program or returned to the State of Tennessee. No modification will be required for this process, all training funds automatically return to FTDD or the State of Tennessee if not used by the Contractor.

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

C.3. **Payment Methodology:** The Contractor 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 Contractor shall submit invoices prior to any reimbursement of allowable costs.

C.4. **Invoice Requirements:** The Contractor shall invoice FTDD, with all necessary supporting documentation, to:

**Lisa Evans**

**First TN Development District  
3211 North Roan Street  
Johnson City, TN 37601**

**email: levans@ftdd.org**

**Need additional information, call: 423-268-2680**

Contractor should submit an invoice after training is complete with all necessary documentation attached. Payment of an invoice will be made after completion of the training and all paperwork obligations have been met for that training. Payments will not be made if there is any outstanding or incorrect paperwork. Paperwork needed for payment of each training project:

- a. Monthly Status Report must be submitted each month until training is complete to Lisa Evans at levans@ftdd.org. (Attachment C – Example of Monthly Status Report)
- b. Proof of Liability Insurance – due at beginning of training. (Attachment D – Example of Certificate of Liability Insurance Form)
- c. Training Form for each employee attending training – due at beginning of training, correct and complete. The bottom of this form must be signed by an authorized company representative or the Human Resource Manager to verify that the I-9 Verification documentation verifying an Employment Eligibility Verification Form I-9 is on file with the employer. (Attachment E)
- d. Class Attendance List with trainee signatures of who attended training – Class Attendance List due at beginning of training. (Attachment F)
- e. Invoice with backup documentation. Backup documentation could be documentation of payment made to the training provider and documentation used by Contractor to justify payment to the training provider.
- f. Proof of Contractor Match - when requesting reimbursement the Contractor **must provide proof of required 50% match**. See C.6 for examples of acceptable Contractor match contributions.
- g. Contractor must provide a quotable statement with specific information about how the training has benefited **City of Kingsport**, their apprentices and address the projected outcomes in the Training Grant Program Application (Attachment B). FTDD may request additional information as needed.
- h. Invoices submitted for final payment must reach FTDD within ten (10) days of the Contract end date and in form and substance acceptable to FTDD.
- i. The Contractor 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 FTDD is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

C.5. **Budget Line-items:** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.

C.6. **Contractor Match Funding:** The Contractor **must provide proof of required 50% match** when requesting reimbursement. Examples of Contractor match contribution include, but are not limited to expenses associated with: Instruction/tuition; materials/supplies; the use of space and equipment during the training project (please show calculation used to assign a \$ value); and trainees' wages (including benefits) of employees during training. All match contributions must be approved by FTDD.

- C.7. Disbursement Reconciliation and Close Out: The Contractor shall submit any final invoice within ten (10) days of the Grant Contract end date, in form and substance acceptable to FTDD.
- If total disbursements by FTDD pursuant to this Grant Contract exceed the amounts permitted by Section C.1 of this Grant Contract, the Contractor shall refund the difference to FTDD. The Contractor shall submit said refund within ten (10) days of the Contract end date.
  - FTDD shall not be responsible for the payment of any invoice submitted to FTDD after ten days of the Contract end date. FTDD will not deem any Contractor costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by FTDD, and such invoices will NOT be paid.
  - The Contractor's failure to provide the Monthly Status Reports to FTDD and the State as requested could result in the Contractor being deemed ineligible for reimbursement under this Contract. (See A.5 for more information on this process.)
  - The Contractor 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. Payment of Invoice: A payment by FTDD shall not prejudice FTDD's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by FTDD 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.9. Non-allowable Costs: Any amounts payable to the Contractor shall be subject to reduction for amounts included in any invoice or payment that are determined by FTDD and/or the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.10. FTDD's Right to Set Off: FTDD reserves the right to deduct from amounts that are or shall become due and payable to the Contractor under this Grant Contract or any other contract between the Contractor and the First TN Development District under which the Contractor has a right to receive payment from FTDD.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals: FTDD 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.
- 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.
- D.3. Termination for Convenience: FTDD may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by FTDD. FTDD shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall FTDD be liable to the Contractor for compensation for any service that has not been rendered. The final decision as to the amount for which FTDD is liable shall be determined by FTDD. The Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for FTDD's exercise of its right to terminate for convenience.
- D.4. Termination for Cause: If the Contractor fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Contractor violates any terms of this Grant Contract ("Breach Condition"), FTDD shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to FTDD for damages sustained by virtue of any Breach Condition and FTDD may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting: The Contractor 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 FTDD. If such subcontracts are approved by FTDD, 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 Contractor shall remain responsible for all work performed.
- D.6. Conflicts of Interest: The Contractor warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the First TN Development District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Grant Contract.

The Contractor acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the First TN Development District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the First TN Development District.

- D.7. Lobbying: The Contractor certifies, to the best of its knowledge and belief, that:
- 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.
  - 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - The Contractor 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 subcontractors/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. Nondiscrimination: The Contractor agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability: If the Contractor is subject to Tennessee Code Annotated § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Contractor on behalf of FTDD, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor 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 Contractor, provide Contractor with any necessary signs.

- D.10. Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee through the First TN Development District." All notices by the Contractor in relation to this Grant Contract shall be approved by FTDD.
- D.11. Records: The Contractor and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by FTDD, the Granter State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting Guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

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

The Contractor 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 Contractor 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 FTDD, the head of the Granter State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.12. 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:

**FTDD:**  
**Lisa Evans, WIOA Program Director**  
**FTDD**  
**3211 N. Roan Street**  
**Johnson City, TN 37601**  
**Phone: (423) 268-2680**  
**Email: [levans@ftdd.org](mailto:levans@ftdd.org)**

**Contractor:**  
**Tyra Copas**  
**City of Kingsport**  
**415 Broad Street**  
**Kingsport, TN 37660**  
**Phone: (423)224-2448**  
**Email: [tyracopas@kingsporttn.gov](mailto:tyracopas@kingsporttn.gov)**

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.13. 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, FTDD reserves the right to terminate this Grant Contract upon written notice to the Contractor. FTDD's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by FTDD. Upon receipt of the written notice, the Contractor shall cease all work associated with the Grant Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from FTDD any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.14. HIPAA Compliance: The State, FTDD and the Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Contractor warrants to FTDD that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Contractor warrants that it will cooperate with FTDD, 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. FTDD and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep FTDD and the Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify FTDD and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by FTDD because of the violation.

D.15. Licensure: The Contractor and its employees and all sub-Contractors 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.16. Monitoring: The Contractor's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by FTDD, the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports: The Contractor shall submit brief, monthly, progress report to FTDD and the State as requested. On or before the 5<sup>th</sup> of the month after the contract has been signed, and every month thereafter, the Contractor has to fill out a Monthly Status Report. After the contract ends a final status report must be submitted by the 5<sup>th</sup> of the following month. A Monthly Status Report must be completed for each program the Contractor receives funding: Rural Initiative Grant (RIG), Apprenticeship Training Grant (ATG), Incumbent Worker Training (IWT), and On-the-Job Training (OJT). (Attachment C)

D.18. Procurement: If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Contractor 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 Contractor is a subrecipient, the Contractor shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

This Grant Contract does not allow for reimbursement of the purchase of any equipment by the Contractor.

- D.19. **Strict Performance:** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.20. **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.21. **Liability Insurance:** The Contractor, being an independent contractor and not an employee of FTDD or the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.22. **FTDD Liability:** FTDD shall have no liability except as specifically provided in this Grant Contract.
- D.23. **State Liability:** The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. **Force Majeure:** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Contractor will promptly notify FTDD of any delay caused by a Force Majeure Event (to be confirmed in a written notice to FTDD 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 Contractor's performance longer than forty-eight (48) hours, FTDD may, upon notice to Contractor: (a) cease payment of the fees until Contractor 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. Contractor will not increase its charges under this Grant Contract or charge FTDD 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 Contractor shall comply with all applicable registration requirements contained in Tennessee Code Annotated §§ 67-6-601 - 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited:** The Contractor shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. **State and Federal Compliance:** The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.28. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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 Tennessee Code Annotated §§ 9-8-101 through 9-8-407.
- D.29. **Completeness:** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.30. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. **Headings:** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Debarment and Suspension:** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - 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 offense 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;
  - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of and of the offenses detailed in Section b. of this certification; and
  - 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 Contractor shall provide immediate written notice to FTDD if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. **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 Contractor by FTDD or acquired by the Contractor on behalf of FTDD that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit the Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of FTDD or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor 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.4. **Printing Authorization:** The Contractor agrees that no publication coming within the jurisdiction of Tennessee Code Annotated (T.C.A.) §§ 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 T.C.A. § 12-7-103(d).
- E.5. **Work Papers Subject to Review:** The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. **Disclosure of Personal Identity Information:** The Contractor shall report to FTDD any instances of unauthorized disclosure of personally identifiable information that comes to the Contractor's attention. The Contractor shall make any such report within twenty-four (24) hours after the instance has come to the Contractor's attention. The Contractor, at the sole discretion of FTDD, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to FTDD under this Grant Contract or otherwise available at law.
- E.7. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.36(i)(1-13) are met and that the Contractor provides information to FTDD and the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- Subsection (12) - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- Subsection (13) - Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

IN WITNESS WHEREOF:

THE EFFECTIVE DATE OF THIS CONTRACT IS: November 1, 2023

CONTRACTOR:

CITY OF KINGSPORT

---

Pat Shull, City Mayor

ADMINISTRATIVE ENTITY:

FIRST TN DEVELOPMENT DISTRICT, INC. (FTDD)



---

Michael Harrison, Executive Director

APPROVED AS TO FORM:

---

CITY ATTORNEY

ATTACHMENT A

City of Kingsport

CONTRACT BUDGET

LINE ITEMS

CONTRACTOR MATCH REQUIREMENT	BUDGET LINE ITEMS	FEDERAL FUNDING	STATE FUNDING	TOTAL CONTRACT AMOUNT
\$9,250.00	American Apprenticeship Initiative Program	\$18,500.00		\$18,500.00
\$9,250.00	TOTAL	\$18,500.00	\$0.00	\$18,500.00



**ATTACHMENT B**  
**TRAINING GRANT PROGRAM APPLICATION**

*Item X14.*

## MONTHLY STATUS REPORT

Grant	America Apprenticeship Initiative Program (AAIP)
Company Name	CITY OF KINGSPORT
Contract Number	AAIP 2024-3439
Grant Term Dates	November 1, 2023-June 30, 2024
Report Due Date	On or before the 5 <sup>th</sup> of each month.
How many apprentices did your company commit to train?	8
How many apprentices have been trained to date?	0
How many apprentices do you plan to train by the end of the grant?	8
How much money have you spent on training to date?	\$0.00
Will the company use all of the awarded funds?	
What is the anticipated completion date for the remainder of the training?	
Please provide any additional information regarding your training project that staff should be aware of:	
Briefly describe any success stories from your grant:	
Name & Title of Person Submitting Report:	
Email Address & Phone Number:	

**ATTACHMENT D**  
**SAMPLE - WORKERS' COMPENSATION CERTIFICATE OF LIABILITY INSURANCE**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**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 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

**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	ADD'L ISSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GENL. AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/PROP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED    RETENTIONS						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WE STATE- TORY LIMITS    OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in MI)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>

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GRANT PROGRAM - TRAINEE APPLICATION & ADI FORMS



<b>ADMIN ONLY</b>
VOS State ID: _____

Grant Program - Trainee Application

Applicant Information			
Last Name:		First Name:	
Social Security Number:		Date of Birth:	
Email:		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male	
Address:			
City:		State:	Zip:
Authorization to Work in US: <input type="checkbox"/> U.S. Citizen/Naturalized <input type="checkbox"/> No <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Lawfully Admitted Alien/Refugee Visa Number: _____ Visa Number: _____ Expiration Date (mmddyy): _____ Expiration Date (mmddyy): _____			
Registered with Selective Service: <input type="checkbox"/> Yes # _____ <input type="checkbox"/> No <input type="checkbox"/> Not Applicable Go to <a href="https://www.sss.gov/Registration/Check-a-Registration/Verification-Form">https://www.sss.gov/Registration/Check-a-Registration/Verification-Form</a> to find Selective Service Number.			
Ethnicity/Race: <input type="checkbox"/> Caucasian <input type="checkbox"/> Native Hawaiian / Pacific Islander <input type="checkbox"/> Hispanic / Latino <input type="checkbox"/> Black / African American <input type="checkbox"/> American Indian / Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Other <input type="checkbox"/> I do not wish to answer			
Highest School Grade Completed (0-12):			
Highest Education Level Completed: <input type="checkbox"/> High School Diploma <input type="checkbox"/> ___ year(s) College/Technical/Vocational School <input type="checkbox"/> GED / High School Equivalency (if credential was not or has not yet been obtained) <input type="checkbox"/> Vocational Certificate <input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Associate's Degree <input type="checkbox"/> Education beyond a Bachelor's Degree			
Military Information			
Transitioning Service Member: <input type="checkbox"/> No <input type="checkbox"/> Within 24 Months of Retirement <input type="checkbox"/> Within 12 Months of Discharge			
Veteran Status: <input type="checkbox"/> Not a Veteran <input type="checkbox"/> Served ≤ 180 days <input type="checkbox"/> Served > 180 days			
Entry Date (mmddyy):		Discharge Date (mmddyy):	
Disabled Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No		Campaign Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Current Employment Information			
Employer:		Address:	
City:	State:	Zip:	Phone:
Start Date (mmddyy):		Hourly Wage:	
Job Title:		Hours Per Week:	

I certify that the information provided is true to the best of my knowledge. I understand that any information obtained from me will be kept confidential.

\_\_\_\_\_  
Applicant/Trainee Signature \_\_\_\_\_  
Date

**HUMAN RESOURCE USE ONLY**

I affirm that a current employment eligibility verification form I-9 is on file with the employer for this applicant.

\_\_\_\_\_  
Employer/Human Resource Manager Signature \_\_\_\_\_  
Date

This project is funded under an agreement with the Tennessee Department of Labor and Workforce Development. Ad&T, a WIOA Title I financially assisted program/activity, is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities and/or limited English proficiency. FTY/VCO: 423-610-0134 REV 1/20

ATTACHMENT F  
TRAINING CLASS ATTENDANCE LIST

Company \_\_\_\_\_

**Training Class Attendance List**

Training _____	Training Start Date _____
EMPLOYEE NAME PRINTED	EMPLOYEE SIGNATURE



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve Ratifying the Mayor’s Signature on the Connective Communities Grant**

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

Action Form No.: AF-14-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Shirley Buchanan  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
If approved the Mayor’s signature will be ratified on the Tennessee Department of Economic and Community Development’s (TDECD) Connected Community Facilities (CCF) Broadband Grant.

The Connected Community Facilities (CCF) Grant Program aims to construct and improve digital access through the creation of buildings or rehabbing spaces. If awarded the grant will provide an update to the computer lab, provide 120 Chromebooks and with digital literacy classes, and the purchase of 3 offsite interactive boards for virtual programming at other leisure services facilities for shared programming.

The Senior Center received a technology grant from the West End Home Foundation last year and due to the success of the grant the West End Home Foundation offered to provide the match for this CCF grant.

The amount of the grant requested is \$157,300 with \$141,570 coming from the grant and \$15,730 provided by the West End Home Foundation for the match required.

The grant was submitted on December 12<sup>th</sup> and recipients will be announced and the contract would be in effect by June 2024.

The matching funds required are provided for by The West End Home Foundation.

**Attachments:**  
1. Resolution

Item X15.

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

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

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

WHEREAS, the city, through the Kingsport Senior Center, applied for a Connected Community Facilities (CCF) Broadband Grant from Tennessee Department of Economic and Community Development's (TDECD); and

WHEREAS, if awarded, the grant funds will be used to provide an update to the computer lab, provide 120 Chromebooks and with digital literacy classes, and the purchase of 3 offsite interactive boards for virtual programming at other leisure services facilities for shared programming for the Kingsport Senior Center; and

WHEREAS, the grant, is in the amount of \$141,570.00, with matching funds required in the amount of \$15,730.00; and

WHEREAS, the matching funds will be donated by the West End Home Foundation who offered to provide the match for this CCF grant.

Now therefore,

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

SECTION I. That the application submitted on December 12, 2023, for a CCF Broadband Grant through TDECD, in the amount of \$141,570.00, is ratified, including the execution of the same by Mayor Patrick W. Shull.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for the CCF Broadband Grant through TDECD, in the amount of \$141,570.00, to deliver the application 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 application and this resolution.

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

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

\_\_\_\_\_

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY





**West End Home**  
FOUNDATION

109 Kenner Avenue, Suite 202  
Nashville, Tennessee 37205  
615.383.1395  
[www.westendhomefoundation.org](http://www.westendhomefoundation.org)

December 7, 2023

The West End Home Foundation (WEHF) is a charitable foundation located in Nashville, TN that provides grant funding to nonprofits and governmental entities for the provision services that benefit older adults.

WEHF agrees to provide grant funds in the amount of \$20,000 to the Kingsport Senior Center to be used as matching funds for their Connected Communities Facilities (CCF) grant request to the Tennessee Department of Economic and Community Development Broadband Office. The release of these funds is contingent upon approval of the grant award.

WEHF provided funding to Kingsport Senior Center in 2022 for their digital literacy programming targeted to older adults through the SeniorTrust Grant Program entitled "Reducing Social Isolation and Increasing Access to Services Through Digital Literacy and Inclusion for Older Tennesseans." Kingsport Senior Center has demonstrated their capacity to deliver high quality digital literacy programming and we strongly endorse their request for funding through the Broadband Office. The need for digital literacy and inclusion services for older adults is high and continues to grow.

Thank you for your consideration of their request and for the opportunity to partner with Kingsport Senior Center in this important grant program. Please reach out to me if you need additional information or documentation.

Sincerely,

Dianne Oliver,  
Executive Director



**AGENDA ACTION FORM**

**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**

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

Action Form No.: AF-19-2024  
Work Session: January 16, 2024  
First Reading: NA  
Final Adoption: January 16, 2024  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve Resolution.

**Executive Summary:**

A Preliminary Engineering Agreement with CSXT is necessary to establish the framework for the proposed bicycle/pedestrian bridge connecting Centennial Park to Brickyard Park. The bridge will be constructed over a highway-rail at grade crossing on Cherokee Street at MP 00Z 93.94 (DOT# 243972P). This crossing is scheduled for closure which achieves a shared goal of enhancing safety.

It is requested to enter into a Preliminary Engineering Agreement with CSXT as the first step of the city facilitating the development of the proposed bicycle/pedestrian bridge connecting Centennial Park to Brickyard Park in an estimated amount of \$36,095.00 (reimbursable expenses). CSXT will approve design engineering services for this project as reflected in the Scope of Work listed in the Agreement.

Funding is available and identified in GP2108.

**Attachments:**

- 1. Resolution
- 2. Agreement

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

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

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

WHEREAS, the city has plans to construct a pedestrian bridge connecting Centennial Park to Brickyard Park; and

WHEREAS, the bridge will be constructed over a highway-rail at grade crossing on Cherokee Street at MP 00Z 93.94 (DOT# 243972P), and this crossing is scheduled for closure which achieves a shared goal of city and CSX to enhance safety; and

WHEREAS, a Preliminary Engineering Agreement with CSX Transportation, Inc., (CSXT) is necessary to establish the framework for the proposed bicycle/pedestrian bridge connecting Centennial Park to Brickyard Park; and

WHEREAS, staff recommends entering into a Preliminary Engineering Agreement with CSXT as the first step of the city facilitating the development of the proposed bicycle/pedestrian bridge connecting Centennial Park to Brickyard Park in an estimated amount of \$36,095.00 (reimbursable expenses); and

WHEREAS, CSXT will approve design engineering services for this project as reflected in the Scope of Work listed in the Agreement; and

WHEREAS, funding is available and identified in GP2108.

Now therefore,

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

SECTION I. That a Preliminary Engineering Agreement with CSX Transportation, Inc., for the proposed bicycle/pedestrian bridge connecting Centennial Park to Brickyard 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 Preliminary Engineering Agreement with CSX Transportation, Inc., for the proposed bicycle/pedestrian bridge connecting Centennial Park to Brickyard 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, said agreement being as follows:

**PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this "**Agreement**") is made as of \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and **City of Kingsport**, a body corporate and political subdivision of the **State of Tennessee** ("Agency").

## EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Construction of bicycle/pedestrian bridge across CSXT to connect Centennial Park to Brickyard Park in Kingsport, Sullivan County, TN; at DOT: 243972R, MP: Z94.93 in the Southern West Zone, Kingsport Subdivision** (the "Project").

2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.

3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

4. Agency will agree to close the highway-rail at grade crossing on Cherokee Street with a DOT# 243972D as per the terms of the *Crossing Closure Agreement* entered into by the parties.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

### 1. Scope of Work

1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.

1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

### 3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$36,095.00** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

### 3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such

invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement:

(i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (i) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class

U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
1590 Marietta BLVD NW  
Atlanta, GA 30318  
ATTN: Todd Allton

If to Agency: City of Kingsport  
415 Broad St.  
Kingsport, TN 37660  
ATTN: Michael Thompson

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.

10. Applicable Law. This Agreement shall be governed by the laws of the **State of Tennessee**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Kingsport, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Sullivan County, Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of 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 16th day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and **City of Kingsport**, a body corporate and political subdivision of the **State of Tennessee** (“Agency”).

### EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Construction of bicycle/pedestrian bridge across CSXT to connect Centennial Park to Brickyard Park in Kingsport, Sullivan County, TN; at DOT: 243972R, MP: Z94.93 in the Southern West Zone, Kingsport Subdivision** (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.
4. Agency will agree to close the highway-rail at grade crossing on Cherokee Street with a DOT# 243972D as per the terms of the *Crossing Closure Agreement* entered into by the parties.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### 1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the

integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.
3. Reimbursement of CSXT Expenses.
  - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
  - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$36,095.00** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
  - 3.3. Payment Terms.
    - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
    - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.



- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (i) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if

by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:                    CSX Transportation, Inc.  
                                      1590 Marietta BLVD NW  
                                      Atlanta, GA 30318  
                                      ATTN: Todd Allton

If to Agency:                City of Kingsport  
                                      415 Broad St.  
                                      Kingsport, TN 37660  
                                      ATTN: Michael Thompson

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
10. Applicable Law. This Agreement shall be governed by the laws of the **State of Tennessee**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Kingsport, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Sullivan County, Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**CSX Transportation, Inc.**

**City of Kingsport, Tennessee**

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**William Roseborough  
Director Project Development**

---

**Patrick W. Shull, Mayor**

**Attest:**

---

**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

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**Rodney B. Rowlett, III, City Attorney**

**CSXT Schedule PA**

**PAYMENT SUBMISSION FORM**

Project Description: \_\_\_\_\_

CSXT OP# \_\_\_\_\_ (To be filled in by CSXT)

\*\*\*\*\*

Mail this form, along with your paper check (do not send the Agreement) to the following address:

**CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192**

\*\*\*\*\*

Send a **photocopy** of the check and this form via email/mail to:

**Todd Allton  
Project Manager II - Public Projects  
1590 Marietta Blvd  
Atlanta, GA 30318  
[Todd.Allton@csx.com](mailto:Todd.Allton@csx.com)  
Phone# 904-588-8861**

Please CC: [ahenry@crouchengineering.com](mailto:ahenry@crouchengineering.com)

**Send Payment(s)**

**For Paper Checks, ACH and Wires:**

CSXT Govt. Billing  
P.O. Box 530192  
Atlanta, GA 30353-0192

**Acct# 1219082172  
ACH ABA# 267084199**

Please email this form to Todd Allton  
when payment goes out.

**Payment due prior to work commencing**

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	_____

**ESTIMATE SUBJECT TO REVISION AFTER:** 4/30/2024 **DOT NO.:** 243972R  
**CITY:** Kingsport **COUNTY:** Sullivan **STATE:** TN  
**DESCRIPTION:** Kingsport, Sullivan County, TN - Construction of 10' wide pedestrian bridge over CSXT; DOT 243972R, Southern West Zone, Kingsport Subdivision, MP# 00Z 93.94.  
**ZONE:** Southern West **SUB-DIV:** Kingsport **MILE POST:** 00Z 93.94  
**AGENCY PROJECT NUMBER:** 131049.00

**PRELIMINARY ENGINEERING:**

212	Contracted & Administrative Engineering Services - Crouch Engineering	\$	22,200
212	Contracted & Administrative Engineering Services - CSXT Real Estate Research Fee	\$	-
212	Contracted & Administrative Engineering Services - CSXT	\$	2,500
	<b>Subtotal</b>	<b>\$</b>	<b>24,700</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

212	Contracted & Administrative Engineering Services - Crouch Engineering	\$	-
212	Contracted & Administrative Engineering Services - CSXT	\$	-
	<b>Subtotal</b>	<b>\$</b>	<b>-</b>

**FLAGGING SERVICE: (Contract Labor)**

70	Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)	7	Days @	\$ 504.00	\$	3,528
70	Additive	187.00%	(Transportation Department)		\$	-
50	Additive	223.00%	(Engineering Department)		\$	7,867
	<b>Subtotal</b>				<b>\$</b>	<b>11,395</b>

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**PROJECT SUBTOTAL:**

\$ 36,095

900	<b><u>CONTINGENCIES:</u></b>	0.00%		\$	-
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**PROJECT TOTAL:**

\*\*\*\*\*  
\$ 36,095

**CURRENT AUTHORIZED BUDGET:**

\*\*\*\*\*  
\$ -

**TOTAL SUPPLEMENT REQUESTED:**

\*\*\*\*\*  
\$ 36,095

**DIVISION OF COST:**

Agency	100.00%	\$	36,095
Railroad	0.00%	\$	-
		<b>\$</b>	<b>36,095</b>

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: M Moawad, Crouch Engineering      Approved by: CTA      CSXT Public Project Group  
 DATE: 05/19/22      REVISED: 05/01/23      DATE: 06/13/22

Item X16.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Ratify the Mayor’s Signature on the CDBG-CV Child Care Creation Program Application.**

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

Action Form No.: AF-22-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Michael Price  
Presentation By: Michael Price

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

This resolution will ratify the Mayor’s signature on the application for the TN Department of Economic & Community Development’s CDBG-CV Child Care Creation Program Application. The grant application deadline was extended to January 15, 2024.

The Grant will be a partnership between the First Tennessee Development District (FTDD), Northeast State Community College (NeSCC), Upper East Tennessee Human Development Agency (UETHDA), and CAM Industrial Solutions, with the City of Kingsport serving as the Grant Applicant and Pass Through agency.

Grant funds will be used to purchase and make required changes to a house in Kingsport, TN for use as a childcare facility serving 20-24 children and adding 3 additional Low-Moderate Income jobs as childcare staff from Spring 2024-Jan 2026. The center will have childcare slots for a mix of CAM Industrial Solutions' working parents and NeSCC student-parents who have barriers to returning to the workforce and/or continuing their education as well as some slots open to the public. This unique pilot, with community public-private partnerships, responds to the childcare crisis with a holistic approach providing essential services that help parents return to work, supporting employers workforce, and building a workforce pipeline for early childhood educators.

The funding requested through the grant is \$328,100.00

No matching funds are required for receipt of the grant.

**Attachments:**

- 1. Resolution
- 2. Application
- 3. Program Guidelines
- 4. Plan Information
- 5. Budget
- 6. Map

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

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

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.

WHEREAS, the city has been approached by the First Tennessee Development District and CAM Industrial Solutions for the purpose of partnering to apply for a CDBG-CV Child Care Creation Program grant through the Tennessee Department of Economic and Community Development (TECD); and

WHEREAS, if awarded, the grant funds can be utilized for property acquisition and for the performance of necessary renovations to a home within the city which will serve as a childcare facility; and

WHEREAS, child care is often a barrier to those returning to the workforce or the classroom and by increasing the availability of affordable childcare this grant provides opportunities to eliminate those barriers, specifically for Low to Moderate Income individuals, which is a designation established by the United States Department of Housing and Urban Development; and

WHEREAS, as envisioned, city as the required applicant, will serve as a pass through entity for the grant funds while Upper East Tennessee Human Development Agency will serve as a the subrecipient of the funds and be responsible for securing the physical space as well as day to day operations of the facility with First Tennessee Development District providing administrative support; and

WHEREAS, CAM Industrial Solutions has identified the expansion of safe, quality, and stable childcare within the region as a means to increase diversity and improve recruitment and retention in its workforce; and

WHEREAS, Northeast State Community College has also been identified as another community partner who will benefit from this project through childcare services for students who without childcare face barriers to obtaining or furthering their education as well as providing apprenticeship opportunities for those students enrolled in early childhood education; and

WHEREAS, while undetermined number of spaces will be reserved for children of CAM Solutions employees and Northeast State Community College students, there will be some availability for the general public; and

WHEREAS, the successful implementation of this program will benefit the health, comfort and prosperity of the citizens of the city by expanding safe, quality, and stable child care in general and particularly for Low to Moderate Income Individuals as well as the creation of Low to Moderate Income jobs; and

WHEREAS, the grant application requests funding in the amount of \$320,000.00; and

WHEREAS, these grant funds were made available through an extension to an existing program and as such the time to apply was limited which required the Mayor to execute the grant contract for submission to TEDC on or before January 15, 2024; and

WHEREAS, there is no match requirement for this grant.

Now therefore,

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

SECTION I. That the board incorporates by reference the foregoing findings as though fully set forth herein.

SECTION II. That the application submitted on or January 15, 2024, for a Tennessee Department of Economic and Community Development CDBG-CV Child Care Creation Program Grant, for funding in the amount of \$320,000.00 is ratified, including the execution of the same by Mayor Patrick W. Shull.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive the Tennessee Department of Economic and Community Development CDBG-CV Child Care Creation Program Grant, to deliver the documents 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 IV. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 16th day of January, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER



APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

**CDBG-CV Child Care Creation Program Application**

**General Information**

Applicant: City of Kingsport

County: Sullivan

Application Type:

In- Home Child Care

Child Care Facility

Other: \_\_\_\_\_

Grant Request: \$ 328,100.00

Leverage Amount: \$ 0.00

Total Project Cost: \$ 328,100.00

Source of Leveraged Funds: N/A

How will the LMI National Objective be met?

LMI Clientele

LMI Jobs      Minimum number of jobs that must be created: 3

LMI Area\*

Estimated Number of Beneficiaries: 24

Estimated Number of LMI Beneficiaries: 13

*\* LMI Area is difficult to justify for a service such as daycare. Consult with your local development district and/or ECD before selecting LMI Area.*

Brief Description of Project (a couple of sentences):

Grant funds will be used to purchase and make required changes to a house in Kingsport, TN for use as a childcare facility serving 24 children and adding a minimum of 3 LMI jobs as childcare staff from Spring 2024-Jan 2026. The center will be have childcare slots for a mix of families in the community, CAM's working parents and NeSCC student-parents who have barriers to returning to the workforce and/or continuing their education. This unique pilot, with community public-private partnerships, responds to the childcare crisis with a holistic approach providing essential services that help parents return to work, supporting employers workforce, and building a pipeline for early childhood educators.

## **Project Narrative**

Describe your proposed project in detail:

Over the last several years, despite high demand for childcare slots, childcare providers have been struggling to not only retain their staff, but merely stay in business. Providers recognize the need to keep tuition costs low enough to remain accessible for families but, as a result, are unable to offer livable wages and little to no benefits for their staff. This difficult environment has caused qualified professionals to leave the childcare workforce, and in Tennessee, with childcare as the lowest paying industry, they have lost nearly 10% of their workforce. Additionally, in this post pandemic economic landscape, Tennessee still struggles to regain traction and is burdened with some of the lowest labor market participation numbers in the country with the average rate for Northeast TN at 49.55%.

This proposed childcare project, with community partnerships between the City of Kingsport, Upper East Tennessee Human Development Agency (UETHDA), Northeast State Community College (NeSCC), First Tennessee Development District (FTDD) and CAM Industrial Solutions seeks solutions to the post-pandemic childcare crisis in the Northeast Tennessee (NETN) region. Funding will be used to purchase a house in Kingsport, TN and to make necessary improvements required for licensing and safety and to become fully operational. Among improvements, fencing for an outdoor play area will be added. The project's multi-faceted approach responds to the lack of childcare slots in the region, labor force participation barriers, barriers to educational attainment for student-parents, and a weakened early childhood educators workforce pipeline. Supporting the project for these benefits to the community, the City of Kingsport serves as applicant and fiscal agent.

As the childcare service provider, UETHDA, who has provided quality early childhood education to young children in the NETN region for over 50 years, will provide program development and support as well as oversee daily operations of the childcare facility. UETHDA will also offer employment and mentorship to NeSCC apprentices/students to further develop an occupational pipeline for early childhood development educators. NeSCC apprentices will serve as additional staff and will gain hands-on experience in the classroom, earning as they learn. As a partner, NeSCC students will have access to quality childcare for their own children, removing barriers for educational attainment.

CAM Industrial Solutions, a large contractor working inside of Eastman Chemical Co., and employing approximately 600 employees, initiated the project to increase diversity, recruitment and retention incentives. This project would offer their employees, access to safe, quality and stable childcare, helping working parents remain in the workforce, and removing barriers for parents wanting to return to the workforce. Providing budget will allow, CAM Industrial will provide funding for additional support where, and if needed, for start up of the center. First Tennessee Development District's Childcare Special Projects Coordinator, who has been working with CAM Industrial Solutions Workforce Development Advisor throughout the project in consultation, will continue to be available to support the project as it evolves.

Additionally, this pilot project would create a regional model for other employers demonstrating how to offer support for working parents, provide access to quality early education for children, and build partnerships that invest in the early childhood educator workforce. If successful, this pilot project will open new job opportunities for parents with young children facing barriers to returning to the workforce and/or working to attain an education. It will also help employers attract and retain employees and create new childcare slots in the region while helping build a workforce pipeline for early childhood educators. This proposed project is a truly collaborative approach to addressing a complex, regional childcare challenge.

Describe any unique or unusual elements of the proposed project:

The public/private partnerships within the community, as well as the multi-faceted approach to addressing the childcare challenges in the region, make it a unique project. This project addresses the lack of access to quality childcare, the barriers to labor force participation and education attainment, and the loss of early childhood educators from the childcare workforce.

Address how this project affects Economic Development in the community. For example, describe how completion of the proposed project will lead to job creation.

With the completion of this project, the childcare facility will create a minimum of 3 full-time LMI jobs for the childcare center staff, a flexible number of paid apprenticeships for Northeast State Community College (NeSCC) students and open up 24 new childcare slots for a mix of children from the community, children of CAM employees, and children of NeSCC student-parents. These additional high-quality childcare slots will aid in the recruitment of diverse talent to the region, retaining quality employees, and enabling NeSCC students to complete their education and join the workforce, creating a workforce pipeline for early childhood educators in the region while opening up new childcare slots for families in the community. Also, a successful model will have been developed, leading the way for additional public/private collaborations resulting in an increase to economic development in the region.

**COVID-19 Pandemic Tieback**

Describe how the proposed project will help to prevent the continuing spread, prepare for the impacts, or respond to the impacts or effects of COVID or similar future pandemic:

In the post-pandemic economic landscape, Tennessee is still struggling to regain traction and has some of the lowest labor market participation numbers in the country. The average rate for Northeast TN is 49.55% with a state labor participation rate being 59.4 % and the national rate sitting at 62%. It is evident that the Northeast TN region could benefit from the outcomes of this proposed project. Regional employers are seeking to find ways to recruit new talent and retain their current workforce. This project responds to the issues of recruitment and retention by creating more access to childcare for working parents, removing barriers that will allow them to reenter the workforce. Upper East TN Human Development Agency, the childcare service provider for the proposed childcare facility, has 50 years of experience in quality childcare. UETHDA will ensure that precautions and preventions, quarantining, effective cleaning practices, and proper hand-washing will help children to learn best practices with respect to COVID-19 and other infectious diseases. The goal is to provide a safe and reliable environment for families, staff, and the community which, in turn, will allow parents to continue to work through these challenging times and any similar future pandemics.

**Duplication of Benefits**

Has the applicant or have any of the participating child care partners received state or federal pandemic-related stimulus funds used for child care activities?

Yes  No

If yes, list the source(s) of the funding and the total amount(s):

SBA (PPP, EIDL, etc.)  Child Care and Development Fund

Other: CRRSA and ARP

Total Amount of All Assistance: \$ 2,096,061.00

Describe how the funding was used and over what time period:

Grant funds will be used to purchase and make required changes to a house in Kingsport, TN for use as a childcare facility serving 24 children and adding a minimum of 3 LMI jobs as childcare staff from Spring 2024-Jan 2026. The center will be have childcare slots for a mix of families in the community, CAM's working parents and NeSCC student-parents who have barriers to returning to the workforce and/or continuing their education. This unique pilot, with community public-private partnerships, responds to the childcare crisis with a holistic approach providing essential services that help parents return to work, supporting employers workforce, and building a pipeline for early childhood educators.

**Partner Information**

Have the participating child care partners already been selected?  Yes  No  Some

Describe the selection process:

First Tennessee Development District's Childcare Special Projects Coordinator acted in consultation with CAM Industrial Solutions' Workforce Development Advisor in the early stages, and throughout the process, to understand the region's childcare landscape, help convene collaborative partners, and support the process where possible. With a two year history of focus on childcare issues around the region, developing and managing a substitute teacher pool for childcare in the region, developing support tools for childcare providers and working with employers in our region to remove barriers to labor force participation in relationship to childcare, FTDD's Childcare Special Projects Coordinator, has been integral to the process. The overall selection process evolved organically, from conversation and other collaborative projects. Other motivated regional partners were identified, furthering established, already working partnerships with existing expertise in specific areas to address childcare and workforce barriers.

Describe the participating child care partners. How long have they been providing child care services? Will they have the operational resources to expand or create new child care service options?

Upper East Tennessee Human Development Agency (UETHDA) is a community action agency that has provided early childhood education to young children and poverty fighting programing for over 50 years. UETHDA administers Head Start programing in Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, and Washington Counties for a total of 61 classrooms and 1010 students, when fully enrolled, ranging in age from 3- to 5-years old. The agency's headquarters is in Kingsport, TN where the proposed childcare center will be located. UETHDA brings a wealth of experience in working with state and federal childcare regulations, and in building partnerships with private and public sectors across the 8 counties they serve . The agency has the capacity and knowledge to provide programing support and administration that is needed to expand and create new childcare service options in this region.

Are the necessary agreements/MOUs in place for the participating child care partners?  Yes  No  Some

### **National Objective**

Explain how the proposed project meets the benefit to LMI persons National Objective:

This project meets the benefit to Low to Moderate Income (LMI) persons National Objective through the creation of low-to-moderate income jobs and through the amount of children being served, some potentially from LMI families. It is anticipated that a minimum of 3 new LMI jobs will be created through the acquisition of this new property to serve as a childcare facility with the Full Time Equivalent rate of pay being below the LMI threshold for the City of Kingsport, TN.

### **Minority Benefit**

Describe the benefit to minority populations within the service area. Are there any areas of minority concentration that would benefit more or less than the surrounding areas?

Minority populations within the community of the City of Kingsport (10.5% minority population), the workforce of CAM Industrial Solutions (4% minority employees at CAM), and the student community of Northeast State Community College (11.97% minority students at NeSCC) will be provided the same opportunities as others to take advantage of this childcare facility and what it has to offer. This project will potentially remove barriers for minority parents wanting to return to work or continue their education.

Are there are elements of the proposed project designed to specifically benefit minority populations?

All populations, especially minority populations, are able to benefit from the new childcare facility. By acquiring the property on Memorial Blvd in Kingsport, TN, with a minority population of 10.5%, 24 new childcare slots in this quality childcare facility will open up serving the families in the community, working families and/or children of student-parents.

Describe any additional actions taken to increase the minority participation and engagement in the development of the proposed project, particularly involvement in the public meeting.

A Public Notice was placed in the Kingsport Times News and the Johnson City Press. A public meeting was held at Kingsport City Hall. Notices were mailed out to Sullivan County Health Department, Department of Human Services, the Kingsport Housing Authority, and Kingsport Public Library.

**Performance Measures**

Outputs

Output 1: <u>property aquisition (square footage)</u>	Projected Value: <u>1,552</u>
Output 2: <u>property repairs</u>	Projected Value: <u>10,000</u>
Output 3: <u>fencing (square footage)</u>	Projected Value: <u>1,200</u>

Outcomes

Outcome 1: <u>New Children Enrolled</u>
Current Value: <u>0</u> Projected Value: <u>24</u>
Outcome 2: <u>New Jobs Added</u>
Current Value: <u>0</u> Projected Value: <u>3</u>
Outcome 3: <u>Apprenticeships</u>
Current Value: <u>0</u> Projected Value: <u>3</u>

**Timeline**

Will all funds be able to be expended by May 31, 2023?     Yes     No

Thoroughly describe the proposed project for your timeline? This timeline needs to include Environmental Approval, Design, Bid Phase, Construction, and Closeout.

- March 2024 ECD Contract
- April 2024 Begin Environmental Review
- September 2024 Environmental Review Approval
- October 2024 Appraisal and Review Appraisal
- November 2024 Purchase House
- December 2024 Lead Paint Inspection
- January 2025 Bid Opening for Home Improvements/Fencing
- February 2025 Construction Completed
- March 2025 Pre-Licensure
- April 2025 License
- June 2025 Open Childcare
- July 2025 Closeout

**Applicant Information**

Mayor/Executive Name: Patrick Shull

Mayor/Executive Phone: (423)229-9400 Mayor/Executive Email: patshull@kingsporttn.gov/michaelprice@kingsporttn.gov

Applicant Address: 415 Broad St. Kingsport TN 37660  
*(Street) (City) (State) (Zip)*

FEIN: 626000323 DUNS: 079027579 SAM ID: YE45C4JZC5U1

State Senator Name: Jon Lundberg

State Representative(s) Name(s): John Crawford, Bud Hulse

**Partner Information Detail**

Each partner receiving CDBG funding must have an active SAM.gov registration. If a SAM ID is not provided with the application, an active registration must be verified before reimbursement will be issued for expenses incurred.

Partner Business Name: City of Kingsport SAM ID: YE45C4JZC5U1

Partner Business Name: UETHDA SAM ID: XUYBVLBM4UV8

Partner Business Name: \_\_\_\_\_ SAM ID: \_\_\_\_\_

Partner Business Name: \_\_\_\_\_ SAM ID: \_\_\_\_\_

Partner Business Name: \_\_\_\_\_ SAM ID: \_\_\_\_\_

Partner Business Name: \_\_\_\_\_ SAM ID: \_\_\_\_\_

Partner Business Name: \_\_\_\_\_ SAM ID: \_\_\_\_\_

Partner Business Name: \_\_\_\_\_ SAM ID: \_\_\_\_\_



**Duplication of Benefits**

Has the applicant or have any of the participating childcare partners received state or federal pandemic-related stimulus funds used for childcare activities?

If yes, list the source(s) of the funding and the total amount(s):

- SBA (PPP, EIDL, etc.)       Childcare and Development Fund
- Other: CRRSA and ARP

Total Amount of All Assistance: \$ 2,096,061.00

Describe how the funding was used and over what time period:

UETHDA received \$887,596 in CRRSA funds from March 2020 to March 2023. They received \$1,208,465 in ARP funds between April 2021 and March 2023. The funds were not used for this specific childcare project, but they were used for educational activities related to the Head Start program.

**Duplication of Benefits**

Has the applicant or have any of the participating childcare partners received state or federal pandemic-related stimulus funds used for childcare activities?

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## **CDBG-CV Child Care Creation Program Guidelines**

All standard CDBG rules and requirements must be adhere to under the CDBG-CV Child Care Creation program. The CDBG Program Manual on the TNECD website will serve and the written policies and procedures for this program unless specifically stated otherwise below.

### **Basic Requirements**

- National Objective
- Environmental Review
- Uniform Relocation Act
- Davis-Bacon and other wage-related acts
- Section 3 – Construction projects over \$200,000
- Procurement standards as dictated by 2 CFR 200 and the Tenn. Code Ann.
- Recordkeeping and financial management requirements as dictated by 2 CFR 200 and 24 CFR 570
- Fair housing and equal opportunity

### **Public Meetings**

As with all CDBG-funded activities, local governments intending to seek funding must hold a public meeting summarizing the funding program, the proposed activity, the amount of the funding being requested, and the amount of any leveraged funding proposed. The local government must allow for local input on the proposed activity and consider alternatives that may be presented at the meeting. Minutes providing a and official record must be kept on file and submitted the application for funding.

Two advertisements of the public meeting in a local newspaper are required. The first advertisement must be published at least 14 days prior to the public meeting. Additional actions to promote local participation in the public meeting are encouraged.

### **Eligible Entities**

Only local city and county governments are eligible to be direct recipients of these grant funds. TNECD anticipates that in most cases local governments will choose to subgrant these funds for eligible purposes to non-profit or for-profit child care organizations to expand child cares options and services in the community. However, the grant contract will be between the eligible local government and TNECD.

### **SAM Registration**

All local governments and direct subrecipients of the CDBG-CV funds must have an active registration in SAM.gov. Contracts with local governments will not be fully executed unless the local government has an active registration. Subrecipient child care organizations will not be able to be reimbursed for funds unless they have an active registration.

### **Eligible Activities**

Due to the tight expenditure deadline associated with these funds, only the following activities are eligible for use of funds.

- Acquisition of property (building/structure) to provide child care
- Rehabilitation of homes and facilities to meet licensure requirements and/or expand child care services

- Purchase of equipment to provide to meet licensure requirements, improved child care services and/or expand child care services.
- Clearance or demolition of structures to meet licensure requirements

The following items are specifically ineligible under this program:

- New construction of facilities
- Supplies, chairs, tables, cribs, etc.
- Rental payments for facilities
- Recurring utilities fees
- Subsidies or supplement funding for tuition, enrollment fees, etc.
- Other cost associated with operations and management

### **Agreements**

Any local government partnering with a child care facility or in-home child care business must have a written agreement in place that addresses the following minimum criteria:

- Length and term of the project
- How the project will meet the LMI National Objective
  - o Number of total and LMI beneficiaries or jobs created
- The penalty for not meeting the LMI National Objective
- Reporting requirements
  - o How often
  - o Types of data to report
- Record retention requirements
- For Job Creation
  - o Number of jobs
  - o Type of job and if it is full time or part time
  - o How the child care business will ensure the LMI National Objective will be met

### **National Objective**

All CDBG-funded activities must meet a National Objective. For the Child Care Creation program the National Objective to meet will be “to benefit low and moderate income (LMI) persons”. LMI persons is defined as persons living in a household that is at or below 80% of the area median family income (MFI). The area MFI is generally considered to be at the county level, though in some cases the area may be defined as a larger metropolitan area of multiple counties. The LMI National Objective can be met four ways:

1. *LMI Limited Clientele* – This type of activity provides the benefit to a specific group of people, in this case the families of children enrolled in a child care facility or home. At least 51% of the expanded or new enrollment of children must be of LMI households.
2. *LMI Jobs* – This type of activity creates permanent jobs, at least 51% of which, on a full time equivalent (FTE) basis, are either held by LMI persons or considered to be available to LMI persons. LMI jobs can be documented a few ways:
  - A person can be presumed to be LMI if the census tract where they live or where the assisted business and job is located:
    - Has a poverty rate of at least 20%;
    - Has evidence of pervasive poverty and general distress.

- Records showing the type of job and the annual wages/salary of the job can be substituted instead of the individual's income. A person will be considered income-qualified if the annual wages or salary of the job is equal to or less than the low-income (80%) limit established by HUD for a one-person family.
- 3. *Microenterprise Assistance* – Child care businesses with five (5) or fewer employees, including any and all owners can be considered LMI if the business owner(s) meet(s) the LMI requirements for the area. This option is likely most applicable to activities providing assistance to in-home child care.
- 4. *LMI Area* – LMI Area benefit may be an option in rare cases. The challenge with using area benefit for an activity such as child care is that a defined area rarely exists for the service, unlike beneficiaries of a water or sewer system. Other options to meet LMI requirements should be considered first. If LMI Area is intended to be used adequate documentation must be provided to justify a defined service area. Contact TNECD before using this option.

### **Recordkeeping**

Generally, the recordkeeping requirements laid out in the CDBG Program Manual must be followed. The general rule of thumb is that all documentation related to the grant must be retained. This includes, but is not limited to:

- Public meeting documents
- Applications
- Contracts
- Agreements
- Procurement documents and evaluations
- Environmental Review Record
- Architectural / Engineering documents
- Bid documents and evaluations
- Reports
- Approvals for TNECD
- Invoices / Requests for Reimbursement
- LMI documentation

### **Reporting**

Each grantee that is funded through this program must submit a quarterly report that address the following:

- What has happened over the past quarter.
- What is expected to occur in the next quarter.
- Issues or delays that have occurred.
- Performance measure reporting

Each grantee must submit a final closeout report at the end of the grant which will describe how the project was proposed and how it was completed. The closeout report will also provide beneficiary details and how the LMI National Objective was met. Standardized reporting forms will be provided by TNECD.

### **Duplication of Benefits**

All projects funded with CDBG-CV funds must verify there are no duplications of benefits. The program application asks about duplication of benefits and the grantee contracts will contain a clause that the grantee confirm the grant funds will not create a duplication of benefits. If any portion of the funds are found to be duplicative, the amount that is determined to be duplicative must be repaid to TNECD. Each grantee and Development District are strongly recommended to develop a process to check for potential duplications of benefits by subrecipients.

## **CDBG-CV Child Care Creation Development District Program Plan Information**

For the CDBG-CV Child Care Creation Program each Development District is required to develop a program plan or framework for its respective region. The base application provided by ECD is designed to focus on the threshold and eligibility criteria for each proposed project. The expectation for the program plans is to provide the detail about how each Development District plans to solicit and select potential projects.

### **Basic Allocation Information**

Allocations for each region were developed starting with a base amount of \$500,000 and adding in two supplemental amounts. The first supplement is an additional \$20,000 per each county served by each Development District. The second supplement is determined by using a formula that looks regionally at percentage of rural population, the weighted average of the social vulnerability index (SoVI) scores of the counties, the total population, and the weighted average of the Appalachian Regional Commission (ARC) economic status of the counties. These are the allocations broken down:

<b>Development District</b>	<b>Base Grant</b>	<b>Per County Supplemental</b>	<b>Formula Supplemental</b>	<b>Total</b>
FTDD	\$500,000	\$160,000	\$290,000	\$950,000
ETDD	\$500,000	\$320,000	\$270,000	\$1,090,000
GNRC	\$500,000	\$260,000	\$230,000	\$990,000
MAAG	\$500,000	\$80,000	\$260,000	\$840,000
NWTDD	\$500,000	\$180,000	\$350,000	\$1,030,000
SCTDD	\$500,000	\$260,000	\$305,000	\$1,065,000
SETDD	\$500,000	\$200,000	\$245,000	\$945,000
SWTDD	\$500,000	\$160,000	\$335,000	\$995,000
UCDD	\$500,000	\$280,000	\$315,000	\$1,095,000
<b>Total</b>	<b>\$4,500,000</b>	<b>\$1,900,000</b>	<b>\$2,600,000</b>	<b>\$9,000,000</b>

Each Development District is allowed to use up to 7% of its allocation for administration of the projects in its region and up to \$10,000 in total collectively for all projects for Environmental Review. Here is how administration and Environmental Review breaks down:

<b>Development District</b>	<b>Total Allocation</b>	<b>Administration</b>	<b>Environmental Review</b>	<b>Admin + ER</b>	<b>Minimum for Activities</b>
FTDD	\$950,000	\$66,500	\$10,000	\$76,500	\$873,500
ETDD	\$1,090,000	\$76,300	\$10,000	\$86,300	\$1,003,700
GNRC	\$990,000	\$69,300	\$10,000	\$79,300	\$910,700
MAAG	\$840,000	\$58,800	\$10,000	\$68,800	\$771,200
NWTDD	\$1,030,000	\$72,100	\$10,000	\$82,100	\$947,900
SCTDD	\$1,065,000	\$74,550	\$10,000	\$84,550	\$980,450
SETDD	\$945,000	\$66,150	\$10,000	\$76,150	\$868,850
SWTDD	\$995,000	\$69,650	\$10,000	\$79,650	\$915,350
UCDD	\$1,095,000	\$76,650	\$10,000	\$86,650	\$1,008,350

## **Project Funding**

The CDBG-CV Child Care Creation Program can be used to fund two primary types of projects/activities:

1. Child care facilities
2. Home-based child care

The maximum amount of funding that can be dedicated to a child care facility is \$500,000, while the maximum amount that can be dedicated to any one housing unit for home-based daycare is \$75,000.

Activities funded under this program are not required to have a match, but any financial leverage that is willing to be contributed by a local government or a participating child care organization is encouraged. Development Districts may choose to include prioritizing leveraged funds as part of the selection criteria.

## **Expenditure Requirements**

Each DD will be required to expend at least 80% of its allocation by May 31, 2023. TNECD is required to expend 80% of the overall state CDBG-CV by July 16, 2023. Currently no waiver or extension of this expenditure requirement has been issued by HUD, so grantees and Development Districts should not expect an extension or waiver. In the even event the 80% expenditure target is not met, the balance of funds to make up 80% may be recaptured.

### *Home-Based Child Care*

The primary goal of these funds is to provide new child care options across the state. Each Development District must address improving, expanding, or establishing new home-based child care options in its program plan. TNECD understands targeting home-based child care may not be feasible for all Development Districts given the short timeline and capacity, but any Development District choosing to forgo home-based child care activities must adequately explain its reason for do so.

### *Entitlement and Non-Entitlement Jurisdictions*

Development Districts will be permitted to use these funds in Entitlement and Non-Entitlement jurisdictions; however, each Development District will have a goal of expending at least 70% of the funds in Non-Entitlement jurisdictions (minus administration and environmental review fees). To use less than 70% of funds in Non-Entitlement jurisdictions, a Development District must be able to show efforts taken to do so and receive TNECD approval. Below is the Non-Entitlement goal amount for each region.

<b>Development District</b>	<b>Allocation</b>	<b>70% Non-Entitlement Goal</b>
FTDD	\$935,000	\$624,750
ETDD	\$1,105,000	\$717,850
GNRC	\$990,000	\$651,350
MAAG	\$840,000	\$551,600
NWTDD	\$1,030,000	\$677,950
SCTDD	\$1,065,000	\$701,225
SETDD	\$945,000	\$621,425
SWTDD	\$995,000	\$654,675
UCDD	\$1,095,000	\$721,175



NOTE: *If after 3 months a Development District is able to show efforts made to fund activities in Non-Entitlement jurisdictions, but it has not yet met the 70% goal, the Development District may request a waiver from TNECD to fund more activities in Entitlement jurisdictions.*

NOTE: *If after 6 months a Development District is unable to show that its full allocation has been obligated, the remain balance of its allocation may be recaptured to redistributed to other Development District s with unmet needs.*

### **Eligible Activities**

Due to the tight expenditure deadline associated with these funds, only the following activities are eligible for use of funds.

- Acquisition of property (building/structure) to provide child care
- Rehabilitation of homes and facilities to meet licensure requirements and/or expand child care services
- Purchase of equipment to provide to meet licensure requirements, improved child care services and/or expand child care services.
- Clearance or demolition of structures to meet licensure requirements

The following items are specifically ineligible under this program:

- New construction of facilities
- Supplies, chairs, tables, cribs, etc.
- Rental payments for facilities
- Recurring utilities fees
- Subsidies or supplement funding for tuition, enrollment fees, etc.
- Other cost associated with operations and management

### **Application/Project Selection**

In many ways this program is functionally a pilot program for most regions. Each Development District must be able to describe in its program plan how the participation applications are being or will be selected. This includes consultations with local governments child care providers in the region, how project proposals are being or will be solicited, and review/scoring/selection criteria for recommended applications to be funded.

### **Child Care at Religious Institutions**

Religious institutions and churches that provide child care are eligible subrecipients of CDBG-CV funds, but following criteria must be met:

- Enrollment must be open to those other than church members
- Religious beliefs cannot be part of the enrollment criteria
- Funds cannot be used to improve facilities/spaces that the primary use is religious activity (ie. sanctuaries)

**Required Application Attachments**

- Public Meeting Documentation
- Procurement of Professional Services and PAR
- Jurisdiction Map with facilities identified
- Resolution,
- Project Budget
- Preliminary Architectural Report (If stamped plans are required by DHS)

**ATTACHMENT A  
GRANT BUDGET**

**GRANT CONTRACT #**

**GRANTEE:** CITY OF KINGSPORT

**GRANTEE CONTACT:** MICHAEL PRICE

**PROGRAM AREA:** CDBG-CV CHILDCARE

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: through			
EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	\$25,000.00	\$0.00	\$25,000.00
Construction Inspection	\$0.00	\$0.00	\$0.00
Engineering Design	\$0.00	\$0.00	\$0.00
Engineering (other than design)	\$0.00	\$0.00	\$0.00
Legal Services	\$0.00	\$0.00	\$0.00
Appraisals	\$5,500.00	\$0.00	\$5,500.00
Acquisition of Real Property	\$226,900.00	\$0.00	\$226,900.00
Relocation (payments and assistance to persons, businesses, or non-profit organizations, including movement to other temporary or permanent sites)	\$0.00	\$0.00	\$0.00
Housing Rehabilitation (loans and grants for single-unit, privately-owned homes)	\$0.00	\$0.00	\$0.00
Housing Inspection	\$3,000.00	\$0.00	\$3,000.00
Clearance and Demolition of Structures	\$0.00	\$0.00	\$0.00
Grantee/Project Administration	\$15,000.00	\$0.00	\$15,000.00
Other Professional Fees (Detail attached)	\$4,500.00	\$0.00	\$4,500.00
Tap Fees (for "low and moderate income" beneficiaries)	\$0.00	\$0.00	\$0.00
Environmental Review	\$4,500.00	\$0.00	\$4,500.00
Capital Purchase	\$10,000.00	\$0.00	\$10,000.00
Other Non-Personnel Expenses (Detail attached)	\$1,200.00	\$0.00	\$1,200.00
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$25,000.00	\$0.00	\$25,000.00

# 3237 Memorial Blvd.



1/9/2024, 1:05:50 PM

Sullivan County Parcels Jan 2023

Parcels

Kpt 911 Address

Urban Growth Boundary

Streets

Interstate

Expressway

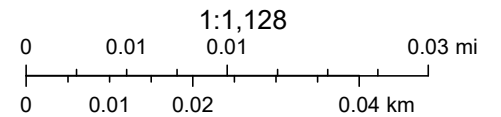
Major Arterial

Minor Arterial

Collector Street

Local Street

Item X17.



NC CGIA, Maxar, Microsoft



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve Amendment Number 3 to the Professional Services Contract with Thompson & Litton for the Dome Project**

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

Action Form No.: AF-15-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
On June 23, 2021, the City of Kingsport for its Kingsport City Schools entered into an agreement with Thompson & Litton, Inc., for architectural services for the DBHS Dome Re-Roofing Project. Since that time, additional architectural services were added as a result of the initial findings on the dome structure. Amendment Number 1 was executed making the total agreement price for all services not to exceed \$123,869.53. Additional services and an actual basic fee based on the actual cost of construction were addressed in Amendment 2 bringing the total agreement price a not to exceed amount of \$1,384,549.53.

The administration desires to execute Amendment Number 3 with Thompson & Litton to reallocate \$92,220 that was originally covered under Additional Services (acoustical services and audio visual services), and move those funds to the Basic Services to compensate Thompson & Litton for design work for alternates 1, 2, 3, and 4. These alternates were not included in the original scope of the project.

The total cost of the agreement does not change. It remains at a cost not to exceed \$1,384,549.53.

Funding will come from the Dobyys-Bennett Renovation Project GP2111.

The Board of Education approved amendment number 3 on January 9, 2024.

**Attachments:**  
Resolution

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

Item X18.

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

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

WHEREAS, the city for its Kingsport City Schools entered into a professional service contract with Thompson and Litton, Inc., for the architectural and engineering services for the reroof and renovation of the Dobyns-Bennett High School Dome; and

WHEREAS, since execution of the original agreement \$92,220 needs to be re-allocated within the schedule of charges from design services associated with acoustical and audio visual design to design services for bid alternates 1, 2a, 2b, 3, and 4 which were not included in the original scope of the project; and

WHEREAS, this amendment will not effect the total cost of the design services which shall not exceed \$1,384,549.53 per Amendment Number 2 to the original agreement; and

WHEREAS, funding is available in account GP2111; and

WHEREAS, the Board of Education approved the amendment on January 9, 2024.

Now therefore,

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

SECTION I. That Amendment Number 3 to the Professional Services Agreement with Thompson & Litton is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, an amendment to the professional service contract with Thompson & Litton, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the professional services contract being as follows:

**AMENDMENT NUMBER 3  
TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
ENTERED INTO BETWEEN  
THOMPSON & LITTON, INC.,  
AND  
CITY OF KINGSPORT, TENNESSEE**

On June 23, 2021 an Agreement for Professional Services was entered into by and between Thompson & Litton, Inc. (hereinafter Consultant) and the City of Kingsport, Tennessee (hereinafter Owner). The parties now desire to reallocate the scope of professional services and other provisions of the Agreement for Professional Services and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into this Amendment

Number 3 to the Agreement effective as of the date of its execution by the parties. The terms of the Agreement for Professional Services are hereby amended as set forth herein.

**ARTICLE I – SCOPE OF SERVICES AND SCHEDULE** shall include the following language:

1.1 Additionally, the services shall include design work for Alternates 1, 2A, 2B, 3, and 4 contained within the bid documents and which were not included in the fee which was based on the original construction cost estimate. The basic service fee will now reflect an additional \$92,220.00 to cover the design work for these alternates. In addition, the acoustical design services, added by Amendment 2 will be decreased by \$32,220.00 and audio visual design services which were added on the same aforementioned Amendment 2 will be decreased by \$60,000.00.

**ARTICLE IV – COMPENSATION** includes the following language:

4.1 The total agreement price for all services, including reimbursable expenses, thereof shall not exceed the sum of ONE MILLION THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED FORTY NINE DOLLARS AND 53 CENTS (\$1,384,549.53).

- (a) Basic design services, including phases 1 & 2 which helped define scope, shall not exceed the sum of ONE MILLION TWO HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND FIFTY THREE CENTS (\$1,213,769.53)
- (b) Additional services totaling ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$168,780.00) pursuant to Appendix C and Appendix D as follows:
  - 1. Acoustical design consultant to address the requests to make the dome a concert venue – allowance of THIRTY THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$33,780.00)
  - 2. Surveying services at the main entrance to the dome (including the retaining wall), the proposed rear ADA entrance, and the new rear parking lot - allowance of TWENTY THREE THOUSAND DOLLARS AND ZERO CENTS (\$23,000.00)
  - 3. Geotechnical services - allowance of TWENTY NINE THOUSAND DOLLARS AND ZERO CENTS (\$29,000.00)
  - 4. Structural mock-ups which have been requested by Spoden and Wilson Consulting Engineers and Dome Technology - allowance of EIGHTY THREE THOUSAND DOLLARS AND ZERO CENTS (\$83,000.00)
- (c) Reimbursable expenses for mileage, meals, authorized overnight travel, newspaper advertising and bid set printing will not exceed TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00)

Except as hereby amended, all other terms and conditions of the Agreement for Professional Services effective June 23, 2021, Amendment 1 and Amendment 2 thereto shall remain in full force and effect.

{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 16<sup>th</sup> day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY



**AMENDMENT NUMBER 3  
TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
ENTERED INTO BETWEEN  
THOMPSON & LITTON, INC.,  
AND  
CITY OF KINGSPORT, TENNESSEE**

On June 23, 2021 an Agreement for Professional Services was entered into by and between Thompson & Litton, Inc. (hereinafter Consultant) and the City of Kingsport, Tennessee (hereinafter Owner). The parties now desire to reallocate the scope of professional services and other provisions of the Agreement for Professional Services and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into this Amendment Number 3 to the Agreement effective as of the date of its execution by the parties. The terms of the Agreement for Professional Services are hereby amended as set forth herein.

**ARTICLE I – SCOPE OF SERVICES AND SCHEDULE** shall include the following language:

- 1.1 Additionally, the services shall include design work for Alternates 1, 2A, 2B, 3, and 4 contained within the bid documents and which were not included in the fee which was based on the original construction cost estimate. The basic service fee will now reflect an additional \$92,220.00 to cover the design work for these alternates. In addition, the acoustical design services, added by Amendment 2 will be decreased by \$32,220.00 and audio visual design services which were added on the same aforementioned Amendment 2 will be decreased by \$60,000.00.

**ARTICLE IV – COMPENSATION** includes the following language:

- 4.1 The total agreement price for all services, including reimbursable expenses, thereof shall not exceed the sum of ONE MILLION THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED FORTY NINE DOLLARS AND 53 CENTS (\$1,384,549.53).
- (a) Basic design services, including phases 1 & 2 which helped define scope, shall not exceed the sum of ONE MILLION TWO HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND FIFTY THREE CENTS (\$1,213,769.53)
- (b) Additional services totaling ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$168,780.00) pursuant to Appendix C and Appendix D as follows:
1. Acoustical design consultant to address the requests to make the dome a concert venue – allowance of THIRTY THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$33,780.00)
  2. Surveying services at the main entrance to the dome (including the retaining wall), the proposed rear ADA entrance, and the new rear parking lot - allowance of TWENTY THREE THOUSAND DOLLARS AND ZERO CENTS (\$23,000.00)
  3. Geotechnical services - allowance of TWENTY NINE THOUSAND DOLLARS AND ZERO CENTS (\$29,000.00)
  4. Structural mock-ups which have been requested by Spoden and Wilson Consulting Engineers and Dome Technology - allowance of EIGHTY THREE THOUSAND DOLLARS AND ZERO CENTS (\$83,000.00)
- (c) Reimbursable expenses for mileage, meals, authorized overnight travel, newspaper advertising and bid set printing will not exceed TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00)

Except as hereby amended, all other terms and conditions of the Agreement for Professional Services effective June 23, 2021, Amendment 1 and Amendment 2 thereto shall remain in full force and effect.

THOMPSON & LITTON, INC.

CITY OF KINGSPORT

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Rodney B. Rowlett, III, Attorney

**AMENDMENT NUMBER 1  
TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
ENTERED INTO BETWEEN  
THOMPSON & LITTON, INC.,  
AND  
CITY OF KINGSPORT, TENNESSEE**

On June 23, 2021 an Agreement for Professional Services was entered into by and between Thompson & Litton, Inc. (hereinafter Consultant) and the City of Kingsport, Tennessee (hereinafter Owner). Pursuant to this Agreement Owner secured Consultant’s services relative to the re-roofing of the Dobyns-Bennett High School Dome. The parties now desire to expand the scope of professional services and other provisions of the Agreement for Professional Services and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into this Amendment Number 1 to the Agreement effective as of the date of its execution by the parties. The terms of the Agreement for Professional Services are hereby amended as set forth herein.

**ARTICLE I – SCOPE OF SERVICES AND SCHEDULE** shall include the following language:

1.1 Additionally, services to be performed shall include the work listed in the Consultant’s Letter of Understanding dated September 23, 2022, attached hereto as Appendix B and made a part hereof as though fully set out in the body of this Agreement.

**ARTICLE IV – COMPENSATION** shall include the following language:

4.1 Additionally, Owner agrees to compensate Consultant for services performed pursuant to Appendix B in the aggregate amount of NINETY ONE THOUSAND THREE HUNDRED FORTY THREE DOLLARS AND NINE CENTS (\$91,343.09).

The total agreement price for all services thereof shall not exceed the sum of ONE HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS AND FIFTY THREE CENTS (\$121,869.53).

Except as hereby amended, all other terms and conditions of the Agreement for Professional Services effective June 23, 2021, shall remain in full force and effect.

Thompson & Litton, Inc.

City of Kingsport, Tennessee on behalf of its  
Kingsport City Schools

DocuSigned by:  
*Ron Helton*  
Signature

DocuSigned by:  
*Brent M. Brock*  
Brent M. Brock, Procurement Manager

10/10/2022

10/11/2022

Date

Date

Ron Helton

Attest:

Printed Name

DS  
DocuSigned by:  
*Angie Marshall*  
Angie Marshall, Deputy City Recorder

Chairman

Title

Approved as to form:

DocuSigned by:  
*Rodney B. Rowlett, III*  
Rodney B. Rowlett, III, City Attorney



**THOMPSON  
& LITTON** EST.  
1956  
ENGINEERS ARCHITECTS

September 23, 2022

Dr. R. Andrew True  
Assistant Superintendent - Administration  
Kingsport City Schools  
400 Clinchfield Street, Suite 200  
Kingsport, TN 37660

RE: Letter of Understanding  
Dobyns-Bennett Dome Reroofing  
Architectural and Engineering Services  
T&L Project #: 16051

Dear Mr. True:

Pursuant to our recent discussions and emails on the above project, Thompson & Litton, Inc. wanted to address the recent scope changes which have been required as a result of the dome analysis which has occurred over the last several months.

As a recap to how we have arrived at this point, please see the timeline below.

- On May 5, 2021, Carl Gutschow provided the proposed scope of work to Ms. Michelle Ramey, Assistant Procurement Manager. This information addressed the project scope along with a proposed fee amount of 6% of construction cost.
- Based on discussions with the City of Kingsport, a revised proposed scope of work was provided to Mr. Brent Morelock, Procurement Manager. This information further defined the scope and established a fee amount of \$30,526.44 with \$2,000.00 for reimbursable expenses.
- On June 23, 2021, Thompson & Litton received the signed contract from the City of Kingsport.
- At that point, Thompson & Litton engaged Steve Wilson with Spoden and Wilson Consulting Engineers to consult on the dome structure prior to placing any new material on the dome roof.
- On December 13, 2021, Steve Wilson with Spoden & Wilson provided a report which addressed the possible short-term, medium-term, and long-term repairs which may need to be addressed as part of the reroofing.



Dr. R. Andrew True  
September 23, 2022  
Page 2

- On December 15, 2021, employees of Thompson & Litton and Spoden & Wilson met with the Kingsport City Schools to review this document. It was determined in this meeting that testing of the dome structure should occur before any additional weight was added to the roof.
- On April 25, 2022, an RFQ was sent to four contractors. This RFQ addressed the request to provide destructive or non-destructive testing of the wood members which support the dome roof.
- Bids on this RFQ were received on May 6, 2022.
- On June 7, 2022, it was agreed on the recommendation to have Foundation Systems Engineering, P.C. provide this testing.
- On June 8, 2022, the Kingsport City Schools provided a letter of acceptance to Foundation Systems Engineering, P.C.
- A preconstruction meeting occurred at the site on June 21, 2022, and the testing began on June 27, 2022. This testing took approximately three days and on June 29, 2022, the Kingsport City Schools was provided with preliminary information on the "condition" of the dome structure.
- Thompson & Litton and Spoden & Wilson received the Foundation Systems Engineering, P.C. report on August 1, 2022, and provided that report to the Kingsport City Schools for their review.
- Thompson & Litton and Spoden & Wilson reviewed this report with the Kingsport City Schools and the City of Kingsport on August 3, 2022, at the Kingsport City Hall.
- On August 5, 2022, a letter initiated by Thompson & Litton and written by Spoden & Wilson recommended that the Kingsport City Schools should not occupy the building until further testing occurs.
- On August 8, 2022, Thompson & Litton and Spoden & Wilson reviewed this letter with the Kingsport City Schools and the City of Kingsport at Dobyns-Bennett High School. It was on this day that the public first became aware of what the report concluded.
- On August 10, 2022, based on discussions with Spoden & Wilson, Thompson & Litton provided information to the Kingsport City Schools that noted that the spaces outside of the dome proper could be used for classes.
- On August 11, 2022, Thompson & Litton and Spoden & Wilson brought on Dome Technologies to provide additional dome experience. The cost for their initial work is \$16,500.00 and this amount will be paid by Thompson & Litton from the original approved contract.
- On August 15, 2022, Barge Design Solutions was contacted by Spoden & Wilson due to a request from Dome Technology on the need for an interior 3D scan of the dome. The cost for this work is \$6,500.00 and this amount will be paid by Thompson & Litton from the original approved contract.



Dr. R. Andrew True  
September 23, 2022  
Page 3

- On August 18, 2022, the representatives of Dome Technology arrived on-site to review the situation and obtain information.
- On August 22, 2022, Barge Design Solutions was on-site completing the 3D scan of the dome interior. This information is being exported and will be sent to Dome Technology for their use as part of the initial dome review.

Moving forward and based on our meeting with the Kingsport City Schools and the City of Kingsport on August 23, 2022, please see the below preliminary schedule to complete the investigation phase of the work.

#### Phase I Investigation

- Dome Technologies receives the scan on August 29, 2022.
- Thompson & Litton and Spoden & Wilson will begin discussions with representative shoring companies during the week of August 29, 2022 - September 2, 2022.
- Dome Technologies provides the Phase 1 report to Thompson & Litton by September 6, 2022.
- Foundation Systems Engineering provides the wood sampling analysis to Thompson & Litton by September 6, 2022.
- Thompson & Litton and Spoden & Wilson will review the Phase 1 report and provide a response letter to the City of Kingsport by September 12, 2022.
- Thompson & Litton and Spoden & Wilson will review the Phase 1 report at the regularly scheduled dome meeting on September 13, 2022.

#### Phase 2 Investigation

- Dome Technologies begins the Phase 2 work on September 19, 2022.
- Foundation Systems Engineering provides the additional wood testing analysis to Thompson & Litton by September 30, 2022.
- Thompson & Litton and Spoden & Wilson will provide an update on a shoring plan or shoring direction at the regularly scheduled dome meeting on October 11, 2022.
- Dome Technologies provides the Phase 2 report to Thompson & Litton by October 24, 2022.
- Thompson & Litton and Spoden & Wilson will review the Phase 2 report and develop a proposed dome remediation report by October 31, 2022.



Dr. R. Andrew True  
September 23, 2022  
Page 4

- Thompson & Litton and Spoden & Wilson will review the Phase 2 report at the regularly scheduled dome meeting on November 1, 2022. The City of Kingsport and the Kingsport City Schools will be provided with remediation options, estimated costs, and schedules for repairs at this meeting.
- Thompson & Litton and Spoden & Wilson will review the Phase 2 dome remediation report with options to address at the regularly scheduled BOE meeting on November 8, 2022 if requested.
- The City of Kingsport and the Kingsport City Schools will provide a response to the Phase 2 dome remediation report and will direct Thompson & Litton/Spoden & Wilson/Dome Technologies to proceed with a dome remediation option by December 13, 2022.

Based on the work which has been required because of the Foundation Systems Engineering report dated August 1, 2022, Thompson & Litton has incurred the following costs thus far:

- Dome Technology - Lump Sum \$16,500.00 (Phase 1) + \$1,650.00 Contractor Markup
- Dome Technology – Reimbursable Expenses of \$6,229.53
- Barge - Lump Sum \$6,500.00 + \$650.00 Contractor Markup
- Spoden & Wilson - Lump Sum \$6,000.00
- Thompson & Litton – Lump Sum \$15,940.00

Estimated upcoming additional work between September 15, 2022 and December 2022 includes:

- Dome Technologies – Lump Sum \$30,000.00 (Phase 2) + \$3,000.00 Contractor Markup
- Spoden & Wilson – Lump Sum \$16,000.00
- Thompson & Litton – Lump Sum \$19,400.00

Estimated total from August 1, 2022 to December 2022 - \$121,869.53

This amount \$121,869.53 - \$30,526.44 (Original Contract) would require an additional \$91,343.09 added to our original contract from June 23, 2021. Please understand that the existing fee is for the re-roofing design, which will be re-evaluated and quantified in the Phase 2 efforts described above.

As a result of the above, we are submitting this letter of understanding to address this additional scope and costs which need to be addressed in order to continue with this work. Please let us know if any additional contract instrument is desired by the City. If you have any questions or concerns on the above or if we need to discuss in more detail, please do not hesitate to contact me.

Sincerely,

Brian C. Alderson, AIA, NCARB, LEED AP  
Senior Architect

**AMENDMENT NUMBER 2  
TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
ENTERED INTO BETWEEN  
THOMPSON & LITTON, INC.,  
AND  
CITY OF KINGSPORT, TENNESSEE**

On June 23, 2021 an Agreement for Professional Services was entered into by and between Thompson & Litton, Inc. (hereinafter Consultant) and the City of Kingsport, Tennessee (hereinafter Owner). The parties now desire to expand the scope of professional services and other provisions of the Agreement for Professional Services and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into this Amendment Number 2 to the Agreement effective as of the date of its execution by the parties. The terms of the Agreement for Professional Services are hereby amended as set forth herein.

**ARTICLE I – SCOPE OF SERVICES AND SCHEDULE** shall include the following language:

1.1 Additionally, services to be performed shall include the work listed in the Consultant’s Proposal Letter dated December 9, 2022, attached hereto as Appendix C and made a part hereof as though fully set out in the body of this Agreement.

**ARTICLE IV – COMPENSATION** shall include the following language:

4.1 Additionally, Owner agrees to compensate Consultant for services performed pursuant to Appendix B in the aggregate amount of ONE MILLION TWO HUNDRED SIXTY THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NO CENTS (\$1,260,680.00)

The total agreement price for all services thereof shall not exceed the sum of ONE MILLION THREE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED FORTY NINE DOLLARS AND 53 CENTS (\$1,382,549.53)

Except as hereby amended, all other terms and conditions of the Agreement for Professional Services effective June 23, 2021, and Amendment 1 thereto shall remain in full force and effect.

THOMPSON & LITTON, INC.

CITY OF KINGSPORT

DocuSigned by:  
By: Ron Helton  
67F9EEB82C62434...

DocuSigned by:  
By: Patrick W. Shull  
74008255F74316  
Patrick W. Shull, Mayor

Date: 1/11/2023

Date: 1/17/2023

ATTEST: DS  
DocuSigned by:  
Angie Marshall  
Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

DocuSigned by:  
Rodney B. Rowlett, III  
Rodney B. Rowlett, III, Attorney





December 9, 2022

Mr. David Frye, Chief Finance Officer  
Kingsport City Schools  
400 Clinchfield Street, Suite 200  
Kingsport, TN 37660

RE: Dobyms-Bennett Dome Renovation  
Architectural and Engineering Services  
T&L Project #: 16051

Dear Mr. Frye:

Pursuant to our recent discussion on the above project, Thompson & Litton, Inc. (Thompson & Litton) is providing this proposal for professional services pertaining to the renovation to the Dobyms-Bennett dome, the associated interior spaces outside of the dome proper, and the requested exterior work. Per our conversation, this proposal will be included as an amendment to our original Dobyms-Bennett dome contract dated June 23, 2021.

This proposal is based on the work described in the presentation which will be provided to the Kingsport City Schools Board of Education on December 13, 2022. Based on discussions at our recent dome meetings, Option #1 from the presentation is the basis of this proposal and the anticipated professional services. The Option #1 estimated construction cost is \$17,385,628.

Through a subconsultant relationship to Thompson & Litton, Spoden and Wilson Consulting Engineers and Dome Technology will be providing structural engineering services for this project and the costs of these structural engineering services are included in this proposal.

Thompson & Litton proposes to provide the services identified below:

- Architectural Services (Thompson & Litton)
- Structural Engineering (Spoden and Wilson Consulting Engineers and Dome Technology)
- Mechanical Engineering (Thompson & Litton)
- Plumbing Engineering (Thompson & Litton)
- Fire Protection Engineering (Thompson & Litton)
- Electrical Engineering (Thompson & Litton)
- Civil/Site Engineering (Thompson & Litton)



Mr. David Frye, Chief Finance Officer  
December 9, 2022  
Page 2

The scope of services of this proposal will address the anticipated work from the end of the Phase 2 dome investigation to the completion of the project. Proposed services include design development, construction documents, bidding assistance, and construction contract administration. Also as noted in our discussions, some of the work identified in the Option #1 estimate may be bid as alternates – this is included in the above fee proposal.

Architecture and engineering services will be related to following anticipated construction:

**OPTION #1 –**

**BUCK VAN HUSS DOME RENOVATION SCOPE OF WORK**

Dome Roof and Associated Work - Installation of a new steel structure, steel erection, insulation and acoustical updates, roof membrane.

Replace HVAC - 200 tons broken into eight (8) 25-ton HVAC units and all associated ductwork.

Floor Replacement - Replace the existing wood gymnasium floor with a new wood floor including the associated painting and stripping.

Replace Existing Lights - Replace the existing lighting with an attempt to provide new lighting to look similar to the existing dome lighting.

Replace Existing Chairback Seats (Upper Level) - Replace approximately 2,724 individual seats (original to the building) with new plastic seats which mount to the concrete risers.

Concessions Area - Miscellaneous improvements including the installation of a hood.

New Audio System - Thompson & Litton will coordinate audio system design by others and the Owner's audio vendor.

New Scoreboards Including a Center Hung Video Board - Thompson & Litton will coordinate design by others of new four-sided video board which will be installed at the center of the dome once the new roof structure is installed.

New Basketball Goals, Two Goals - New freestanding basketball goals with associated game clock.

Technology Upgrades for Events Such as Convocation, Graduation, Concerts, and Public Events - Thompson & Litton will coordinate design by others and the Owner's vendor.

Fire Sprinkler System Upgrades - Modifications required due to the dome roof work and HVAC modifications.

Fire Detection System Upgrades - Work as required by the State Fire Marshalls Office.



Mr. David Frye, Chief Finance Officer  
December 9, 2022  
Page 3

Security, Cameras, and Access Control - Thompson & Litton will coordinate design by others and the Owner's vendor.

Acoustical Upgrades – Thompson and Litton, through an acoustical engineer subconsultant, will select and design acoustical upgrades as requested by the Owner in order to address the possible use of the dome as a concert venue.

Media/Technology (Provide for Broadcast Media and In-House Production) - Thompson & Litton will coordinate design by others and the Owner's vendor.

**OTHER DOME RENOVATION WORK**

**ACTIVITIES/LOBBY:**

Event Ticket Space/Storage Area - Minor renovations to include paint, flooring, and wall base.

Heritage/Branding (Displays, All-State Athletes, Trophies, Banners, Electronic Communication) - Additional technology and possible casework displays. Thompson & Litton will coordinate design by others and the Owner's vendor.

Activities Office/WCSH/Central Receiving (Redesign to Support Secure Entry, Deliveries, Office Space, Spirit Merchandise, Ticket Sales, Etc.) - Room modifications in this area to address the arrangement of the space for better access into the building for mercantile sales and for the use of the athletic staff. This work will include new walls, flooring, ceiling, lighting, and electrical.

Potential Reduction/Redesign of Exterior Door Volume - Potential changes to the number of doors to the exterior from the lobby area by providing aluminum storefront windows instead of doors. Conversations with the building official will need to occur before this is confirmed.

Exterior - Repair/Replace Retaining Wall - Exterior entry area modifications and retaining wall work.

Modify the Entry Doors and Frames into the Building and Between the Lobby and the Dome and Update the Lobby - Potential changes to the number of doors between the lobby and the dome, and updates to the ceilings and lighting in the lobby.

**BACK ENTRY/EXIT #3:**

Branding - Additional technology and possible casework displays. Thompson & Litton will coordinate design by others and the Owner's vendor.

State Championship Displays/Hall of Fame (Type Historical/Heritage Branding) - Additional technology and possible casework displays. Thompson & Litton will coordinate design by others and the Owner's vendor.



Mr. David Frye, Chief Finance Officer  
December 9, 2022  
Page 4

Potential Rework of Entry/Stairwell - Additional technology and possible casework displays. Thompson & Litton will coordinate design by others and the Owner's vendor.

**SURROUNDING SPACES:**

Weight Room (Repurpose for Cardio Studio and Wellness Classes) - Remove and replace approximately 2,600 square feet of flooring, paint, provide approximately 1,000 square feet of acoustical upgrades, new fitness equipment along with new floor mats.

Auxiliary Gymnasium (Acoustic Improvements) - Remove the existing acoustical panels and provide approximately 5,500 square feet of new acoustical panels mounted on the walls.

Auxiliary Gymnasium (Replace Small Goals) - Remove the six existing wall mounted goals and provide six new wall mounted goals.

Auxiliary Gymnasium (Replace Floor) - Replace the existing wood gymnasium floor with a new wood floor including all of the associated painting and stripping. This will include flooring in the additional square footage.

Auxiliary Gymnasium (2,283 Addition) - Provide a new addition to the existing auxiliary gymnasium to provide a 94-foot-long basketball court with five feet at each end.

Locker Rooms (Modernization, Upgrades, Better Use of Space, Technology) - Remove and replace approximately 4,500 square feet of flooring, paint approximately 8,000 linear feet of walls, and remove and replace approximately 200 linear feet of lockers.

Wrestling (Add Locker Room, Room Improvements, Mat Upgrades, Ceiling Based Storage System for Mats) - Remove and replace approximately 4,500 square feet of flooring, paint approximately 363 linear feet of walls, provide approximately 1,000 square feet of acoustical upgrades, provide miscellaneous wall replacement and repairs along with new floor mats.

Coaches Offices (Modernization) - Minor renovations to include paint, flooring, and wall base.

Broadcasting Suite (Address ADA Area, Include WCSK) - Minor modifications.

Spirit Teams (Add Locker Room Space) - Minor renovations to include paint, flooring, and wall base.

Security Access and Restrictions to the Alley Behind the Math Pod - Provide access controls and a rolling gate to that area. Thompson & Litton will coordinate design by others and the Owner's vendor.

**INFRASTRUCTURE/ADA:**

Door Replacements - Remove and replace approximately 30 metal doors and the associated door hardware.



Mr. David Frye, Chief Finance Officer  
December 9, 2022  
Page 5

Additional Storage Areas as Available - Miscellaneous casework as needed.

ADA Improvements (Including ADA Parking and Access into the Building) - Handrail upgrades and ADA access upgrades at the rear of the building.

New Rear Parking Lot (Approximately 70 Parking Spaces) - New gravel, asphalt binder, asphalt topping, and stripping.

Card Reader Access (Additional Access Controls) - Additional technology. Thompson & Litton will coordinate design by others and the Owner's vendor.

Branding (Cohesive General Branding Plan) - Additional technology and possible casework displays. Thompson & Litton will coordinate by others and the Owner's vendor.

Address Drainage Issues on the Lower Level of the Dome - Work to address existing moisture issues by installing a new storm drainage system.

Replace the Existing Boilers - Remove and provide new boilers at the same location as the current boilers.

**COMPENSATION AND SCHEDULE**

Thompson & Litton proposes a lump sum fee of \$999,680 for basic services.

**ADDITIONAL SERVICES**

In addition to the services pertaining to the above anticipated construction work, the required additional services below are noted with allowances:

- Acoustical design consultant to address the requests to make the dome a concert venue - allowance of \$66,000.00
- Audio/visual design consultant to address the audio/visual requirements inside of the dome - allowance of \$60,000.00
- Surveying services at the main entrance to the dome (including the retaining wall), the proposed rear ADA entrance, and the new rear parking lot - allowance of \$23,000.00
- Geotechnical services - allowance of \$29,000.00
- Structural mock-ups which have been requested by Spoden and Wilson Consulting Engineers and Dome Technology - allowance of \$83,000.00
- Allowances for required additional services total \$261,000.00

Total fees for this proposal are \$1,260,680.00.

Thompson & Litton estimates that the construction documents package will be completed by the end of June 2023. Public procurement of the construction is anticipated to take approximately two months and the construction period for Option #1 is assumed to be 14 months.



Mr. David Frye, Chief Finance Officer  
December 9, 2022  
Page 6

If you have any questions or concerns on the above, please let me know. Thompson & Litton appreciates the opportunity to provide this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian C. Alderson".

Brian C. Alderson, AIA, NCARB, LEED AP  
Senior Architect

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, effective on June 23, 2021, by and between THOMPSON & LITTON, INC., hereinafter referred to as "CONSULTANT" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for DOBYNS BENNETT HIGH SCHOOL GYMNASIUM DOME RE-ROOF, and;

WHEREAS, CONSULTANT desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

### **ARTICLE I SCOPE OF SERVICES AND SCHEDULE**

- 1.1 The work and services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be in accordance with CONSULTANT's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.
- 1.2 On receiving authorization to proceed with the work, CONSULTANT shall proceed with the Scope of Work contained in Appendix A.
- 1.3 CONSULTANT shall proceed on a schedule mutually agreed with OWNER.

### **ARTICLE II INDEPENDENT CONTRACTOR**

2.1 CONSULTANT warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. CONSULTANT shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services.

CONSULTANT agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

### **ARTICLE III COMMITMENT OF PERSONNEL**

- 3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.
- 3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

### **ARTICLE IV COMPENSATION**

- 4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for a lump sum amount of THIRTY THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS AND FORTY FOUR CENTS (\$30,526.44) with reimbursable expenses not to exceed TWO THOUSAND DOLLARS (\$2,000.00). Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.
- 4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.
- 4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to CONSULTANT only after CONSULTANT has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.
- 4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it



anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

## **ARTICLE V PERIOD OF PERFORMANCE**

- 5.1 The Scope of the Services to be performed by CONSULTANT shall be fully and finally completed in accordance with Appendix A. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

## **ARTICLE VI LIABILITY AND INSURANCE**

- 6.1 Public and Professional Liability - CONSULTANT shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of CONSULTANT, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by CONSULTANT. The provisions of this Article VI shall survive the termination or expiration of this Agreement.
- 6.2 Insurance - Prior to beginning these Services, CONSULTANT shall, at CONSULTANT'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:
1. General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
  2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
  3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as

additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by CONSULTANT prior to the start of Services. CONSULTANT shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of CONSULTANT to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

## **ARTICLE VII TERMS AND CONDITIONS**

- 7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- 7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and CONSULTANT and no other written or oral understanding shall constitute part of this Agreement.
- 7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.
- 7.5 Compliance of Laws - CONSULTANT shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 7.6 Termination – If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by CONSULTANT under this Agreement shall, at the option of OWNER, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing,

CONSULTANT shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of set off until such time as the exact amount of damages due OWNER from CONSULTANT is determined.

- 7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.
- 7.8 Right to Rely – The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release CONSULTANT from its responsibility or liability.
- 7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.
- 7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

## **ARTICLE VIII OWNERSHIP OF DOCUMENTS**

- 8.1 All documents, reports and material prepared by CONSULTANT in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the CONSULTANT, provided CONSULTANT is not in breach of this Agreement. CONSULTANT hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly

related documents of any kind prepared or made by CONSULTANT or its subcontractors in the performance of or in connection with CONSULTANT'S Services and duties under this Agreement shall be vested solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and CONSULTANT waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

THOMPSON & LITTON, INC.

CITY OF KINGSPORT

DocuSigned by:  
*Ron Helton*  
By: \_\_\_\_\_  
67F9EEB82C62434...

DocuSigned by:  
*Brent Morelock*  
By: \_\_\_\_\_  
D3996E7B0FAE41D...

Date: 6/23/2021

Date: 6/23/2021

ATTEST:

DS  
DocuSigned by:  
*Angie Marshall*  
City Recorder  
\_\_\_\_\_

APPROVED AS TO FORM:

DocuSigned by:  
*J. Michael Billingsley*  
City Attorney  
\_\_\_\_\_



May 24, 2021

Mr. Brent Morelock, CPPO, CPPB  
Procurement Manager  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

Re: Renovations of Dobyons-Bennett High School  
Gymnasium Dome Reroofing  
Architectural and Engineering Services  
T&L Project #:16051

Dear Mr. Morelock:

Pursuant to our recent conversations and emails with you and David Frye, we understand that Kingsport City Schools (Client, KCS) wishes to proceed with re-roofing the gymnasium dome at Dobyons-Bennett High School (DBHS) based upon recommendations in Thompson & Litton's October 2020 Conditions Report. We further understand that the budget for the construction is based upon our study estimate of \$508,774.00. KCS desires that the dome project re-roofing be completed by June 2024. The construction and bidding market environment are currently volatile regarding material availability, lead times, and the availability of labor resources. The combination of these volatile conditions can cause unanticipated cost increases and delays. We are submitting this proposal for professional architectural and engineering services for the aforementioned project. Our services include:

1. A meeting with the City of Kingsport and Kingsport City Schools (Client) representatives to review the project scope and refine schedule.
2. Thompson & Litton's (T&L) team of an architect and an engineer will perform additional non-invasive observations of building roofs conditions. The site visit will include gathering information of roofing details.
3. T&L professional services for re-roofing the gymnasium dome includes preparation of bidding and construction documents; structural consulting for re-roofing the dome, recommendations for specification of shoring and bracing during the re-roofing, and repairs related to the substrate (decking) of the dome; assistance during advertising and bidding; and construction contract administration. Our proposed lump sum fee for these services is \$30,526.44 which is 6% of the estimated construction cost, excluding reimbursable expenses for mileage, meals, authorized overnight travel, newspaper advertising and bid set printing. We are prepared to commence our services as soon as an agreement is executed. T&L



Mr. Brent Morelock, CPPO, CPPB

May 24, 2021

Page 2

anticipates the project being ready for advertising for bids in approximately 120 days. Our scope of services includes two site visits/meetings during design, two site visits during bidding/procurement, and six site visits during construction over a period of 30 months. Our scope excludes inspecting for hazardous materials and abatement design.

4. T&L services include structural consulting for re-roofing the dome, recommendations for specification of shoring and bracing during the re-roofing, and repairs related to the substrate (decking) of the dome.
5. T&L estimates that reimbursable expenses for mileage, meals, authorized overnight travel, newspaper advertising and bid set printing will not exceed \$2,000.00
6. The Client will provide access to the school and spaces upon reasonable advanced notice from T&L. We will also request copies of as-built or original construction drawings, asbestos management reports, roof warranties, maintenance histories, and equipment warranties. The assistance of Client maintenance or facilities staff in unlocking doors, ladder(s), and access would be helpful and appreciated.

T&L further understands that the Client's attorney will prepare a new AIA Document B101 – 2017 Standard Form of Agreement Between Owner and Architect (Agreement). The Agreement will include the details regarding our scope of basic services, supplemental services, and compensation.

We look forward to providing architectural and engineering services to the City of Kingsport and Kingsport City Schools.

Sincerely,

Carl C. Gutschow, AIA, NCARB, LEED AP  
Director of Architecture/Associate



**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: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 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 XI9.

	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 16th day of January, 2024.

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

ATTEST:

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



APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

**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: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 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 16th day of January, 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 Approving a Financial Contribution if Needed to the Industrial Development Board of the City of Kingsport Relative to the Kingsport Pavilion Redevelopment and Improvements**

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

Action Form No.: AF-27-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Chris McCartt & Steven Bower  
Presentation By: Chris McCartt & Steven Bower

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
If approved, this resolution will authorize a financial contribution if needed to the Industrial Development Board of Kingsport (KEDB) in an amount not to exceed \$1,250,000 to facilitate the redevelopment and improvement of the Kingsport Pavilion property.

KEDB has negotiated an incentive package for Dry Creek Capital Partners, the current owners of the Kingsport Pavilion property for an economic development project that is vital to the continued growth of the area and will increase traffic at the center. The proposed incentive facilitates the renovation to the former Dicks Sporting Goods space for a new anchor tenant. Securing this tenant is expected to facilitate future growth and improvements at the center.

The financial contribution will allow KEDB to secure a loan in an amount not to exceed \$1,250,000 and will not be secured until the 2025 fiscal year.

The city is authorized pursuant to state law to make contributions to an eligible industrial development corporation for economic or industrial development.

**Attachments:**  
1. Resolution

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

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

A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATIVE TO THE KINGSPORT 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

WHEREAS, the board has previously authorized the incorporation of the Industrial Development Board of the City of Kingsport, Tennessee (a/k/a KEDB) as an industrial development board duly organized and existing under the provisions of Title 7, Chapter 53 of the Tenn. Code Ann. (Act); and

WHEREAS, KEDB has negotiated an incentive package for Dry Creek Capital Partners, the current owners of the Kingsport Pavilion property; and

WHEREAS, this project is vital to the continued growth of the area and will serve as a regional draw; and

WHEREAS, the proposed incentive facilitates the renovation of the former Dicks Sporting Goods space for a new anchor tenant which is expected to facilitate future growth and improvements at the property; and

WHEREAS, KEDB seeks city's agreement to contribute financially to this project so it can secure a loan in an amount not to exceed \$1,250,000.00; and

WHEREAS, it is anticipated that the loan will not be secured until sometime during the 2025 fiscal year; and

WHEREAS, city is authorized by Tenn. Code Ann. § 6-54-118 to make contributions to an eligible industrial development corporation for economic or industrial development; and

WHEREAS, KEDB is an eligible industrial development corporation.

Now therefore,

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

SECTION I. That the board incorporates herein by reference and adopts the findings set forth above.

SECTION II. That the board authorizes, if necessary, a contribution to KEDB in an amount not to exceed \$1,250,000.00, which contribution, if needed, could be used to secure a



loan for an incentive package with the Dry Creek Capital Partners, the current owners of the Kingsport Pavilion redevelopment and improvements.

SECTION III. That an agreement with KEDB is approved to provide a contribution in an amount not to exceed \$1,250,000.00 , which contribution, if needed, could be used to secure a loan for an incentive package for Dry Creek Capital Partners, the current owners of the Kingsport Pavilion property, for redevelopment and improvements to the property and the mayor or in his absence, incapacity or failure to act the vice mayor is authorized to sign the same upon approval as to form by the city attorney.

SECTION IV. That the board recognizes that other agreements with KEDB may be needed to effectuate the purpose of this resolution and, accordingly, approves such agreements, as needed, to effectuate the purpose of this resolution, as determined by the mayor in consultation with the city attorney, and authorizes and directs the mayor to execute such agreement.

SECTION V. That the board finds that the expenditure of any funds pursuant to this resolution is for the public purpose of economic development or industrial development, is in the public interest, and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION VI. That to carry out the intent of this resolution, the board will establish, by Ordinance, as needed, one or more project accounts and to fund such project account(s) in the upcoming budgets, and the city manager is directed to authorize and establish such project account(s), when and as needed.

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

ADOPTED this the 16th day of January, 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 to Enter into a Crossing Closure Agreement with CSX Transportation, Inc. (CSXT) for the Brickyard Park Pedestrian Bridge Project Authorizing the Mayor to Sign All Applicable Documents**

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

Action Form No.: AF-26-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
CSXT proposes to permanently close the highway-rail at grade crossing on Cherokee Street at MP 00Z 93.94 (DOT# 243972P). Surface removal, track work, and installation of permanent crossing barricades will be provided by CSXT for this crossing closure.

Additionally, CSXT agrees to provide a monetary contribution of \$75,000.00 to the city. The funds will be used for the capital improvements related to the construction of the Brickyard Park Pedestrian Bridge.

It is requested to enter into a Crossing Closure Agreement with CSXT for the closure of the crossing on Cherokee Street; and to accept the financial contribution of \$75,000.00 to be used for the construction of the Brickyard Park Pedestrian Bridge. The amount of \$75,000.00 will be appropriated to GP2108.

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

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

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

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

WHEREAS, the city has plans to construct a pedestrian bridge connecting Centennial Park to Brickyard Park; and

WHEREAS, the bridge will be constructed over a highway-rail at grade crossing on Cherokee Street at MP 00Z 93.94 (DOT# 243972P), and CSX Transportation, Inc., (CSXT) proposes to permanently close the crossing; and

WHEREAS, surface removal, track work, and installation of permanent crossing barricades will be provided by CSXT for this crossing closure; and

WHEREAS, CSXT also agrees to provide a monetary contribution of \$75,000.00 to the city, and the funds will be used for the capital improvements related to the construction of the Brickyard Park Pedestrian Bridge; and

WHEREAS, staff recommends entering into a Crossing Closure Agreement with CSXT for the closure of the crossing on Cherokee Street; and to accept the financial contribution of \$75,000.00 to be used for the construction of the Brickyard Park Pedestrian Bridge; and

WHEREAS, the amount of \$75,000.00 will be appropriated to GP2108 by separate ordinance.

Now therefore,

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

SECTION I. That a Crossing Closure Agreement with CSX Transportation, Inc., for the closure of the highway-rail at grade crossing on Cherokee Street at MP 00Z 93.94 (DOT# 243972P), for the construction of a bicycle/pedestrian bridge connecting Centennial Park to Brickyard 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, Crossing Closure Agreement with CSX Transportation, Inc., for the closure of the highway-rail at grade crossing on Cherokee Street at MP 00Z 93.94 (DOT# 243972P), for the construction of a bicycle/pedestrian bridge connecting Centennial Park to Brickyard 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, said agreement being as follows:

**CROSSING CLOSURE AGREEMENT**

This Crossing Closure Agreement (this "Agreement") is entered into this \_\_\_ day of 2024, by and between, CSX Transportation, Inc., a Virginia corporation ("CSXT") and City of Kingsport, Tennessee a body politic of the State of Tennessee (the "City").

RECITALS

WHEREAS, the City has agreed to close the highway-rail at grade crossing on Cherokee Street at MP 00Z 93.94 (DOT# 243972P) (the "Cherokee St. Crossing"); and

WHEREAS, CSXT has agreed to provide certain incentives to the City, as specifically set forth in this agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Cherokee Street Crossing Closure. Upon completion of the construction of the bicycle/pedestrian bridge at DOT: 243972R, MP Z94.93 City hereby consents to the permanent closure of the Cherokee Street Crossing (the "closure"). It being the express agreement of the parties that approval for and construction of the pedestrian/bicycle bridge shall serve in part as consideration for closure of the crossing. Whereby, from the time the invoice is received by CSX, payment should be made to the City in the amount agreed upon below, within 90 days after construction completion of the project. Should CSXT withhold approval for construction of the bicycle/pedestrian bridge the Cherokee Street Crossing shall remain open.

2. CSXT Incentives. CSXT will provide the following incentives to City:

(a) Surface Removal. CSXT agrees to remove and dispose of the crossing surface, restore the track side ditch lines, and install permanent barricades.

(b) Equipment Handling Signal equipment will be removed by CSXT and delivered to the CSXT.

(c) Financial Contribution. CSXT agrees to provide a monetary contribution of Seventy-Five Thousand Dollars (\$75,000.00) to the City. The funds will be used for the capital improvements related to the construction of the Brickyard Park Pedestrian Bridge and improvements related to the safety fencing along the CSX right of way in the construction limits.

3. Entire Agreement. This Agreement embodies the entire understanding of the parties, and may not be waived or modified except in a writing signed by authorized representatives of both parties and supersedes all prior or contemporaneous written or oral understandings, agreements, or negotiations regarding its subject matter.

4. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

5. Notices. All notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or at such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention: Director Project Management – Public Projects

If to the City: City of Kingsport, TN  
415 Broad Street  
Kingsport, TN 37600  
Attention: Michael Thompson

6. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Tennessee, exclusive of its choice of law rules.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

[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 16th day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## CROSSING CLOSURE AGREEMENT

This Crossing Closure Agreement (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between, CSX Transportation, Inc., a Virginia corporation ("CSXT") and City of Kingsport, Tennessee a body politic of the State of Tennessee (the "City").

### RECITALS

WHEREAS, the City has agreed to close the highway-rail at grade crossing on Cherokee Street at MP 00Z 93.94 (DOT# 243972P) (the "Cherokee St. Crossing"); and

WHEREAS, CSXT has agreed to provide certain incentives to the City, as specifically set forth in this agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Cherokee Street Crossing Closure. Upon completion of the construction of the bicycle/pedestrian bridge at DOT: 243972R, MP Z94.93 City hereby consents to the permanent closure of the Cherokee Street Crossing (the "closure"). It being the express agreement of the parties that approval for and construction of the pedestrian/bicycle bridge shall serve in part as consideration for closure of the crossing. Whereby, from the time the invoice is received by CSX, payment should be made to the City in the amount agreed upon below, within 90 days after construction completion of the project. Should CSXT withhold approval for construction of the bicycle/pedestrian bridge the Cherokee Street Crossing shall remain open.

2. CSXT Incentives. CSXT will provide the following incentives to City:

(a) Surface Removal. CSXT agrees to remove and dispose of the crossing surface, restore the track side ditch lines, and install permanent barricades.

(b) Equipment Handling Signal equipment will be removed by CSXT and delivered to the CSXT.

(c) Financial Contribution. CSXT agrees to provide a monetary contribution of Seventy-Five Thousand Dollars (\$75,000.00) to the City. The funds will be used for the capital improvements related to the construction of the Brickyard Park Pedestrian Bridge and improvements related to the safety fencing along the CSX right of way in the construction limits.

3. Entire Agreement. This Agreement embodies the entire understanding of the parties, and may not be waived or modified except in a writing signed by authorized representatives of both parties and supersedes all prior or contemporaneous written or oral understandings, agreements, or negotiations regarding its subject matter.

4. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be

construed as a permanent waiver of any rights or obligations in this Agreement.

5. Notices. All notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or at such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention: Director Project Management – Public Projects

If to the City: City of Kingsport, TN  
415 Broad Street  
Kingsport, TN 37600  
Attention: Michael Thompson

6. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Tennessee, exclusive of its choice of law rules.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**CSX Transportation, Inc.**

**City of Kingsport, Tennessee**

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**William Roseborough**  
**Director Project Development**

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**Patrick W. Shull, Mayor**

**Attest:**

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**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

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**Rodney B. Rowlett, III, City Attorney**



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into an Agreement with the Tennessee Main Street Program**

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

Action Form No.: AF-3-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Committee  
Presentation By: Chris McCartt

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The City of Kingsport is a long-standing member of the Tennessee Main Street Program. Through this membership, the city and the downtown businesses enjoy a variety of benefits such as training and promotional activities, technical assistance, use of the Tennessee Main Street Program name and logo, economic development opportunities, and the opportunity to seek annual accreditation from the National Main Street Center.

Approval of this resolution will authorize the mayor to sign a letter of agreement for program policies and services through the Tennessee Main Street Program.

**Attachments:**

- 1. Resolution

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



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

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

WHEREAS, the city is a long-standing member of the Tennessee Main Street Program; and

WHEREAS, through this membership, the city and the downtown businesses enjoy a variety of benefits such as training and promotional activities, technical assistance, use of the Tennessee Main Street Program name and logo, economic development opportunities, and the opportunity to seek annual accreditation from the National Main Street Center; and

WHEREAS, approval of this resolution will authorize the mayor to sign a letter of agreement for program policies and services through the Tennessee Main Street Program.

Now therefore,

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

SECTION I. That the Letter of Agreement with the Tennessee Main Street Program, 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, the Letter of Agreement with the Tennessee Main Street Program, 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:

**2024 LETTER OF AGREEMENT**

Program Policies and Services

Due by March 1, 2024

**Tennessee Main Street Program**

*A Coordinating Partner of the National Main Street Center* **Tennessee Department of Economic and Community Development** 312 Rosa L. Parks Avenue, 27<sup>th</sup> Floor  
Nashville, Tennessee 37243

**Nancy Williams, Program Director** Telephone: 615.806.3185 Nancy.Williams@TN.gov

**LETTER OF AGREEMENT**

This letter of agreement is entered into by the Tennessee Main Street Program, a program of the Tennessee Department of Economic and Community Development and coordinating partner of the National Main Street Center, and the community/local organization listed below.

This letter of agreement confirms the participation of the local community and the local Main Street America™ organization as a designated Tennessee Main Street program and participant in the National Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, to apply for Downtown Improvement grants, and to seek annual accreditation from the National Main Street Center.

The Tennessee Main Street program, represented by the state coordinator and representatives of the Tennessee Department of Economic and Community Development (ECD), will provide services to the following organization:

Local Main Street Organization Downtown Kingsport Association

Address 400 Clinchfield Street STE 100

City Kingsport

• Tennessee Zip Code 37660 -----

Organization/ primary contact email address [rcleary@downtownkingsport.org](mailto:rcleary@downtownkingsport.org)  
Telephone 423-392-8822 FAX \_\_\_\_\_ Website [www.downtownkingsport.org](http://www.downtownkingsport.org)  
Non-profit status--501-c3- \_\_\_\_\_ FEIN Number -81217Sc094\_  
Manager/Director Robin Cleary Hire date: Nov. 2019

**Board of Directors:**

President Dory Creech  
Vice President Tiffany Smelser Secretary Frank Lett Treasurer Alicia Camp  
Term expires 2024 Term expires -2025\_ Term expires Term expires -2025

**Policies and Procedures**

The local Main Street America™ organization (as named in this agreement) shall comply with the following policies and procedures set forth by the Tennessee Main Street Program:

A. Submission of an Annual Report to the Tennessee Main Street Program based on the **National Main Street Center's Standards of Performance for Recognition**. The annual report determines program designation by the State of Tennessee who will use the report to recommend national accreditation for the program to the National Main Street Center. This report shall be submitted by the local organization upon request and reviewed by the Tennessee Main Street Program staff. It should clearly demonstrate:

1. Broad-Based Community Commitment to Revitalization
2. Inclusive Leadership and Organizational Capacity
3. Diversified Funding and Sustainable Program Operations
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact and Results

B. Provision of professional staff (manager/director) for the local Main Street America™ organization. This may be full-time or part-time, depending on community size and resources, though full-time is recommended. In the event the local Main Street America™ organization manager/director position is vacated during the term of this agreement, the local program agrees to fill the position within a reasonable amount of time and with a person meeting the qualifications for professional staff. The Tennessee Main Street Program reserves the right to suspend or cancel designation if the position is vacated for more than six (6) months. Upon filling the position, the local program will be required to send the new Main Street America™ manager/director to new manager training offered in conjunction with the quarterly managers' meetings.

C. Agree to send a representative (manager/director or board member) to attend a minimum of three quarterly managers' meetings or approved conferences (Tennessee ECD Governor's Conference or National Main Street Conference) during the calendar year. At least one of the three required meetings should be a quarterly managers' meeting.

E. Acknowledgement of Tennessee Main Street Program assistance in projects when applicable and in an appropriate method (publications, media, etc.).

**Program Services**

The Tennessee Main Street Program provides many services to assist designated communities. This ranges from working with newly designated programs on developing core competencies to helping mature programs maintain focus and effectiveness. The Tennessee Main Street program agrees to provide the following services to the designated local Main Street™ organization:

A. Training opportunities to further understanding of the Four-Point Approach™ to downtown revitalization and management, including critical tools such as design and economic strategies, market-driven promotions and organizational functions.

B. Guidance and resources for the manager/director and board president. This may include telephone and email consultation, access to the Tennessee Main Street reference library and files, select publications and regular communication of important materials.

C. Recognition as a nationally accredited Main Street America™ community in press releases and on the <http://www.tn.gov/ecd> website and invitation to apply for Downtown Improvement Grants, TN Placemakers Grants, Historic Preservation Grants and other programs as funding becomes available.

D. Comprehensive review of the Annual Designation Report, collecting and publishing the annual reinvestment statistics to illustrate the economic impact of all designated Tennessee Main Street programs (and communicate those results to the National Main Street Center), and provide recommendations for program improvement as needed.

E. Make on-site visits as needed to monitor local programs and provide technical assistance to the staff, committees and board members. The Tennessee Main Street Program Director will visit each designated community at least every other calendar year.

F. Promote the local, state and national Main Street America™ programs through public presentations, community meetings and partnership development in order to serve as a statewide

resource for downtown revitalization and management strategies.

**Logo and Signage Usage**

The Tennessee Main Street logo (illustrated on the left) and signage is for use by programs and communities that have received designation from the Tennessee Main Street Program and Tennessee Department of Economic and Community Development.

The National Main Street Center owns the trademark for the Phrase "Main Street America" as it applies to the revitalization of traditional and historic commercial districts. The NMSC allows state and local coordinating programs involved in the revitalization of these commercial districts based upon the National Main Street Center's "Four Point Approach" to use the name "Main Street" to describe their programs.

If a program and community are no longer designated by the Tennessee Main Street program, all usage of the Tennessee Main Street name, logo and signage are prohibited. References to Tennessee Main Street (website, street signage, etc.) must be removed from public viewing and use.

**Termination**

Should the local Main Street America™ organization be unwilling or unable to meet the terms of this agreement, the Tennessee Main Street Program may no longer grant state level designation. Under those circumstances, the Tennessee Main Street Program Director will send a written report identifying the issues and providing guidance on how to proceed within a specified period of time. If the local Main Street America™ program fails to make the recommended corrections, the Letter of Agreement with the local program will be terminated and the program will lose Tennessee Main Street Program designation. After the local Main Street Program Letter of Agreement is terminated, the community must reapply through the new program application process.

**Signatures**

I (we), the undersigned, on behalf of our community and local Main Street™ organization, have read and agreed to the Letter of Agreement with the Tennessee Main Street Program and acknowledge that the above organization is an active participant in the Tennessee Main Street Program and meets all criteria of designation and understand that if the organization is no longer designated, usage of the name and logo must cease and community signage must be returned to the Tennessee Department of Economic and Community Development.

[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 16th day of January 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Item XII 1.

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RODNEY B. ROWLETT, III, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution to Accept Kingsport Carousel Gift Shop Inventory from Engage Kingsport**

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

Action Form No.: AF-11-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Kristie Leonard  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
Engage Kingsport is the non-profit support for the Kingsport Cultural Arts office of the City of Kingsport. Engage Kingsport was established in 2011 by a group of area citizens as the Carousel Project began to gain momentum. Since that time Engage Kingsport provides support to the Kingsport Cultural Arts office by coordinating volunteers, promoting and engaging the public with a creative community and supporting the Kingsport Carousel with volunteers and revenue for carousel projects (revenue from the Carousel gift shop).

In an effort to provide a more cohesive and streamlined customer experience Cultural Arts staff have worked with Engage Kingsport to move operations of the Carousel Giftshop from Engage to the Office of Cultural Arts.

Engage Kingsport approved the donation of existing gift shop inventory to the City of Kingsport at their meeting on November 8, 2023. The approximate wholesale value of the gift shop inventory is \$14,447.30.

Kingsport Carousel gift shop revenues will be collected in an account to be used for carousel maintenance, upgrades and various public art projects.

- Attachments:**
- 1. Resolution
  - 2. Inventory
  - 3. Minutes

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

Item XII2.

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

A RESOLUTION ACCEPTING A DONATION OF CAROUSEL  
GIFT SHOP INVENTORY FROM ENGAGE KINGSPORT

WHEREAS, Engage Kingsport is a non-profit support entity for the Kingsport Cultural Arts office of the city, established in 2011 by a group of area citizens as the Carousel Project began to gain momentum; and

WHEREAS, Engage Kingsport has provided support to the Kingsport Cultural Arts office by coordinating volunteers, promoting and engaging the public with a creative community and supporting the Kingsport Carousel with volunteers and revenue for carousel projects; and

WHEREAS, in an effort to provide a more cohesive and streamlined customer experience, the Cultural Arts staff have worked with Engage Kingsport to move operations of the Carousel Giftshop from Engage to the Office of Cultural Arts which will use the proceeds from gift shop sales to support maintenance of the carousel, upgrades, and various public art projects; and

WHEREAS, Engage Kingsport approved the donation of existing gift shop inventory to the city at their meeting on November 8, 2023, and the approximate wholesale value of the gift shop inventory is \$14,447.30.

Now therefore,

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

SECTION I. That the donation to the city from Engage Kingsport of existing Kingsport Carousel gift shop inventory in the estimated amount of \$14,447.30, is accepted.

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

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Kingsport Carousel Inventory

Item Name	GTIN	Price	Unit Cost	Quantity	Total Value of Goods Donated
2" Winter Rubber Animals	097138948038	2.00	0.66	32	21.12
20" Animal Hopper Ball	097138856739	5.00	2.75	13	35.75
2022 Adult Shirt		12.00	8.75	8	70
3" Inflated Knobby Ball	097138713513	3.00	0.40	4	1.6
4 Postcards for \$1		1.00			
4" Puffer Unicorn		4.00	1.50	0	
4" Sea Finger Puppets	696322402457	5.00	3.00	0	
4" Squad Bug-Ladybug and F	0696322352059	8.00	65.00	10	43.36
5 Piece Police Car Set	097138929464	6.00	3.25	0	
50 rides for \$40 cards		40.00			
6" Beewick Bumble Bee	696322253264	7.00	5.75	6	34.5
6" Livie Ladybug	0696322335625	8.00	5.75	3	17.25
6" Puffer Punch Ball	097138950611	4.00	1.75	4	
9" Cuddle Me Dino	0696322412296	13.00	9.50	0	
9" Cuddle Me Giraffe with Ra	0696322402563	14.00	10.00	2	20
9" Elephant Plushy	696322402549	10.50	10.00	0	
9" Ralph Doll	661371411460	12.50	8.25	0	
9" Wooly Bear	065810895659	10.50	7.50	0	
A Little Wise Owl Stones	661371427195	4.00	2.00	11	22
Acorn Charm	696322423025	4.00	2.00	2	4
Adult 2023 T-Shirt		20.00			325
Always Stand Tall Giraffe Ch	661371373782	3.00	1.85	0	
Animal Finger Puppets	097138702814	1.00		10	10
Annie Rag Doll	696322106713	18.00	13.00	0	
Axolotl Bounce Ball	097138958006	2.00	1.40	9	12.6
Bags-Birds		25.00			
Bee Grateful Charm	696322275921	4.00	1.75	15	26.25
Believe in Santa Charm	696322295646	3.00	1.75	3	5.25
Bendable Tinker Toys		1.00	0.30	18	18
Big Eye Squish Confetti Ball	097138921093	4.00	2.30	0	
Blessed & Thankful Stones	661371272672	4.00	2.00	13	26
Blessings Cardinal Stones	696322154257	3.00	2.00	3	6
Blossom Bow Woodland Dolls	696322508401	15.00	10.50	0	
Blossom Unicorn	696322227852	6.00		0	
Boo Finger Puppets	661371343532	4.00	2.65	0	
Bubble Blowing Frogs	696322600242	5.00	2.50	0	

Kingsport Carousel Inventory

Bug Go-Go	696322402433	10.00	5.00	0	
Building Blocks Dinosaur	097138942425	5.00		0	
Bunny and Chick Wind Up	097138915795	3.00		8	24
Bunny Pens	696322600235	5.00	2.75	12	33
Butterfly Charm	065810969978	4.00	1.62	2	3.24
Butterfly Glider	097138713421	2.00	0.35	13	4.55
Butterfly Grower		5.00	2.25	8	18
Butterfly Magnet	661371568751	4.00	2.88	0	
Caps		14.00	6.50	0	
Carousel Bears		5.00	6.43	0	
Carousel Book		75.00		8	600
Carousel Coloring Book		10.00		46	460
Carousel Jewelry		###		1	225
Carousel Jewelry		22.50		4	90
Carousel Jewelry		22.50		4	90
Carousel Jewelry		30.00		1	30
Children's 2023 T-Shirt		17.00			195
Chillin' with my snowmies	696322407704	5.00	2.00	1	2
Chocolate Bliss Bunny	696322500719	20.00		0	
Christmas Candy Cane Charr	696322154837	3.00	1.50	15	22.5
Christmas Count Down	696322530969	10.00	5.00	2	10
Christmas Dog on a leash	097138691996	10.00	5.00	0	
Christmas Growers	696322421342	4.00	1.88	3	5.64
Christmas Mistletoe Charm	696322570033	4.00	2.00	18	36
Christmas Pass Charms	696322554200	4.00	2.25	13	29.25
Christmas Pickle		4.00		13	29.25
Christmas Squeezy Bead Plu:	097138957924	4.00	2.25	1	2.25
Christmas Tree Orn.	696322553036	7.00	3.13	10	31.3
Color Kit - Stingray	661371693231	10.00	4.75	0	
Color Kit Reindeer	696322423094	10.00	6.00	1	6
Color Kit-Llama	696322003579	10.00	5.00	0	
Coloring Kit - Fish	661371233239	10.00	4.75	0	
Coloring Kit-Cat	065810021423	10.00	4.75	0	
Coloring Kit-Dino	696322455415	10.00	5.75	0	
Coloring Kit-Dog	065810021416	10.00	4.75	0	
Coloring Kit-Elephant	065810021430	10.00	4.75	0	
Coloring Kit-Giraffe	065810021478	10.00	4.75	0	
Coloring Kit-Horse	065810021409	10.00	5.00	0	
Coloring Kit-Teddy Bear	696322581473	10.00	7.50	0	
Cora Rag Doll	696322333997	18.00	13.50	0	
Costume Butterfly Wings	696322334642	10.00	6.75	0	



Kingsport Carousel Inventory

Cotton Ball Bunnies	696322482343	7.00	3.75	1	3.75
Cozy Bird Shelf Sitter	696322296902	7.00	5.00	2	10
Cozy Birds Shelf Sitters-Sma	696322293376	7.00	5.00	4	20
Cozy Cabin Orn	696322571412	5.00	3.50	9	31.5
Cozy Snowman	696322181086	4.00	2.13	8	17.04
Cozy Snowmen Stuffed Orna	696322285142	5.00	3.25	0	
Crochet Halloween Icon Orn	696322275822	8.00	5.50	8	44
Dandelion Pocket Stone	661371844770	3.00	2.75	6	16.5
Dino Finger Puppet	696322336370	4.00	3.50	0	
Dino Finger Puppet	097138949585	3.00	1.85	4	7.4
Dinosaur Finger Puppets	696322452360	4.00	2.00	0	
Dinosaur Glider	097138600028	2.00	0.19	15	2.85
Dinosaur Mask	097138906779	5.00	1.88	0	
Dinosaur Ornaments	696322251451	8.00	6.25	6	37.5
Dracula Ralph	696322275747	15.00	8.40	0	
Dragon Glider	097138926715	2.00	0.23	17	3.91
Dragon Ornaments	696322251406	7.00	4.75	2	9.5
Easter Nashies Plush	696322500764	18.00	13.75	2	27.5
Elephant Plushy	696322394035	15.50	11.50	0	
Ellen Elmes Book		50.00			
Emoji Ball	696322361723	3.00	1.38	0	
Enjoy each moment-Dragonf	661371046273	4.00	2.75	16	44
Enjoy the Journey Butterfly	065810883731	4.00	1.60	26	4160
Fall Mice Figures	696322293499	5.00	3.25	5	16.25
Festus book		11.99		4	47.96
Fidget Toy Dolphins	696322500948	5.00	2.75	3	8.25
Fidget Tubes	097138940940	1.00		1	1
Finger Puppet Fun	661371324319	4.00			
Finger Puppet Fun!	661371295947	4.00			
Finger Puppet-Variou Anima	065810069142	4.00	127.50	0	
Finger Puppets		4.00			
Flashing Crystal Putty	097138878663	3.00	1.05	12	12.6
Flight Kites	696322312886	5.00	1.50	4	6
Flip and Fold Puzzle	097138927392	4.00	1.40	1	1.4
Flutter Sparkle Pendant	696322380502	10.00	5.75	12	69
Foam Bird Gliders	097138600011	2.00	0.23	2	0.5
Foam Sword		3.00	1.50	10	15
Fox Shelf Setter	696322570545	7.50	4.88	2	9.78
Friends Snow Matter What	696322407698	5.00	2.00	3	6
Galaxy Backpack	097138865694	5.00	1.60	12	19.2
Galaxy Foam Ball	097138881069	2.00		3	6

Kingsport Carousel Inventory

Galaxy Gemstone Putty	097138647795	3.00		1	3
Galaxy Slap Bracelet	097138868411	2.00		12	24
Galaxy Slime	097138635174	3.00	0.85	12	10.2
Game Controller Slime	097138953322	2.00	0.65	12	7.8
Garden Finger Puppet	696322379971	4.00	3.35	0	
Get a Grip Charm	696322080945	4.00	2.37	27	63.99
Gift Certificate		1.00			
Gift Certificate		5.00			
Gift Certificate		10.00			
Gift Certificate		20.00			
Gift Certificates/Cards		10.00		6	60
Glow in the Dark Charm	696322557706	4.00	2.25	17	38.25
Glow in the Dark Hair Coils	696322290795	3.00	0.95	19	18.05
Gnome Sweet Gnome	696322179045	5.00	2.00	0	
Gnomes Bugs Plush	696322402372	10.00	6.50	4	26
Gnomes Charms	696322556808	4.00	2.18	7	15.26
Good Luck Elephant	065810629827	4.00	38.40	7	38.4
Grow a Dinosaur	696322452346	5.00	2.62	10	26.2
Gummy Bear Slime	097138858764	3.00	0.90	0	
Halloween Butterfly	696322568474	5.00		27	135
Happy Howl-O-Weenie	696322428594	20.00	10.25	0	
Happy Little Frog Stone	696322150822	3.00	44.40	7	44.4
Happy Llamaween	696322427733	20.00	14.25	2	28.5
Hatching Chick Growers	696322610029	5.00	2.75	12	33
Hedgehog Charms	696322290528	4.00	2.00	8	16
Hide and Seek Bunnies	696322600228	5.00	2.50	16	40
Holiday Icon Ornaments	696322270414	4.00		6	24
Holiday Nail Files	661371434155	3.00	0.75	0	
Holiday Tossimals	696322571603	5.00	3.50	13	45.5
Holiday Wooden Push-Up Pup	696322429997	7.00	3.75	0	
Hopkins Bunnies	696322335670	14.00	10.25	2	10.5
I (Heart) You Snow Much	696322407681	5.00	2.00	0	
I LUV U Charms	696322464561	4.00	1.75	0	
Irish Plush Pet on a Leash	097138677167	10.00	3.00	0	
Jack 'O Lantern Grower	696322555641	3.00	1.87	17	31.79
Jack-O-Lantern Light Up	696322403096	6.00	3.50	8	28
Jack-O-Lantern Punch Ball	097138888419	1.50	0.45	0	
Jeep Wrangler Diecast		8.00		0	
Joy Fox Charm	696322542580	4.00	2.00	8	16
Keepsake Bracelets	696322452728	5.00	3.50	0	
Lapel Pin		4.00		0	

Kingsport Carousel Inventory

Large Dino Plush	661371139142	20.00	12.50	0	
LED Fall Gnome	696322401320	15.00	9.00	4	36
Letter To Santa	661371268200	5.00	2.13	0	
Light Up Puffer Ball	097138651426	4.00	1.15	7	8.05
Light Up Puffer Hedgehog	097138867438	3.00	1.10	0	
Light Up Roaring DIIno	696322229962	5.00	2.13	0	
Light-Up Mesh Squeeze Glitter	097138884886	4.00	1.50	2	3
Light-up Slingshot Rocket	097138908148	5.00	1.50	0	
Light-up Squeeze Bead Shar	097138892058	4.00		0	
Lil Hamsters	661371659879	10.00	4.75	0	
Little Peanut Bunnies	696322483821	7.00	5.75	5	28.75
Little Roos Bunny	696322508043	15.00	11.00	0	
Little Worry Bird	696322250270	3.00	1.25	5	6.25
Loaded Ice Cream Ornament	696322359812	8.00	6.25	0	
Love Blooms Charm	696322471963	4.00	2.75	19	52.25
Love Lines Reindeers	696322428976	18.00	11.50	0	
Lucky Little Autumn Gnome	696322179311	3.00	2.00	2	4
Lucky Little Cardinal	661371094755	3.00	1.20	7	8.4
Lucky Little Elephant Charms	661371494913	3.00	48.60	0	
Lucky Little Firefly	661371094731	3.00	1.75	6	10.5
Lucky Little Jack-O-Lantern (	696322154127	3.00	1.88	0	
Lucky Piggy	661371612348	3.00	63.00	8	42
Magical Unicorn Charm	065810373942	3.00	38.40	0	
Magnets		3.00	3.00	92	276
Magnets		3.00	3.00	13	39
Magnets		3.00	3.00	4	12
Magnets		3.00	3.00	94	282
Magnets		3.00	3.00	71	213
Mama Giraffe & Baby	696322392697	30.00	16.50	0	
Mama Kangaroo & Baby	696322253288	21.00	15.00	0	
Marble Mesh Balls	696322500870	5.00	2.75	0	
Mask-Black		7.00	3.82	1	3.82
Matilda Witch Rag Doll	696322549640	20.00	11.75	1	11.75
Merry Chris-Moose Ornamen	696322275075	6.00	4.00	7	28
Merry Christmas	696322407575	5.00	2.00	1	2
Mighty Big Foot	696322358686	20.00	11.50	1	11.5
Mini Animal World-Jaguar	0696322394233	2.00	1.05	13	13.65
Mini Animal World-Owl	0661371890517	2.00	1.05	6	6.3
Mini Animal World-Pug	0661371194004	2.00	1.05	7	6.35
Mini Animal World-Sloth	0696322373405	2.00	1.05	6	6.3
Mini Bendable Dino	097138935960	1.00		18	18

Kingsport Carousel Inventory

Mini Coloring Kit - Holiday Or	696322423124	10.00	7.50	0	
Mini Coloring Kit - Holiday St	696322423087	10.00	6.00	0	
Mini Coloring Kit-Butterfly	661371200743	10.00	4.75	0	
Mini Coloring Kit-Unicorn	065810397986	10.00		0	
Mini Confetti Water Wiggler		2.00	1.20	0	
Mini Dinosaurs	696322216979	7.00	4.50	3	13.5
Mini melts snowman		14.00		5	70
Mini Puffer Cat	097138929938	2.00		16	32
Mini Squish Mushrooms	097138945594	3.00		4	12
Mini Turkey Figure	661371452609	5.00	2.50	12	30
Mini Unicorn Ball Launcher	097138907790	3.00	0.88	36	31.68
Mini World Goat	096322394202	3.00	1.05	18	18.9
Mini World-Turtle	661371273464	3.00	1.05	1	1.05
Modern Plaid - Block Talk	696322294106	3.00		5	15
Mom Mood Ring	696322497897	4.00	1.75	11	19.25
Mushroom Orn.	696322555306	5.00		7	35
Mythical Mini Dragon	696322334307	8.00	5.00	2	10
Nail Files	696322222857	3.00	37.80	14	37.8
Narwhal Mood Ring	097138925015	3.00		0	
Neon Mesh Squeeze Ball	097138674135	4.00	1.25	9	11.25
Ornament - All is calms & all	696322285029	7.00	3.00	0	
Ornament - Better together	696322295530	7.00	3.50	0	
Ornament - Families are fore	696322284954	7.00	3.00	0	
Ornament - Gnome for the h	696322179038	7.00	2.75	0	
Ornament - Holiday hugs and	696322295479	7.00	3.50	0	
Ornament - It's the most wo	696322285074	7.00	3.00	0	
Ornament - Laugh, play & jir	696322295493	7.00	3.50	0	
Ornament - Love you snow r	696322295523	7.00	3.50	0	
Ornament - Peace on earth	696322285050	7.00	3.00	0	
Ornament - There's snow plæ	696322284978	7.00	3.00	0	
Ornament - To gnome you is	696322179182	7.00	2.75	0	
Penny Bandz Elephant Neckl		8.00	4.00	0	
Penny Bracelet - Adult - Blac		6.00	3.00	0	
Penny Bracelet - Surfer Blue		6.00	3.00	0	
Penny Bracelet - Youth - Am		6.00	3.00	0	
Penny Bracelet - Youth - Sur		6.00	3.00	0	
Penny Bracelet - Youth - Zeb		6.00	3.00	1	3
Penny Bracelet -Youth - Ame		6.00	3.00	2	6
Penny Bracelet- Youth - Ocea		6.00	3.00	2	6
Penny Bracelet-Adult Large-(		6.00	3.00	0	
Penny Bracelet-Adult-Orange		6.00	3.00	0	

Kingsport Carousel Inventory

Penny Bracelet-Youth-Red		6.00	3.00	0	
Penny Collector Book		7.00		3	21
Penny Framez- Blue Crush		11.00	5.50	1	5.5
Penny Framez- Groovy Tie D		11.00	5.50	3	5.5
Penny Palz Bison/Necklace		8.00	4.00	2	8
PennyPalz T-Rex Key Chain		8.00	4.00	0	
PennyPalz T-Rex Necklace		8.00	4.00	0	
PennyPalz Tiger Necklace		8.00	4.00	0	
Pet Charms	696322360238	4.00	1.62	8	12.96
Pickle Orn.	661371783499	3.00	1.25	35	43.75
Pink Unicorn Charm	696322359027	3.00	1.50	17	25.5
Plaid Orn.	696322511937	5.00	3.38	9	30.42
Plush Dog with Leash	097138650535	10.00	2.75	1	2.75
Postcards		0.25		5186	1296.5
Posters		50.00		1	50
Posters		50.00		2	100
PR Pocket Charm	696322555139	4.00	2.00	20	40
Purring Kitty	696322229986	4.00	2.12	0	
Puzzle-Lynx		3.00	6.00	54	324
Puzzle-Multiple Animals		3.00	6.00	59	354
Puzzle-Tree (Ticket Booth)		3.00	6.00	145	870
Puzzle-Whole Carousel		6.00	6.00	0	
Rainbow Cloud Putty	097138920263	3.00	1.90	12	22.8
Rainbow Cooper Chick	696322482329	7.00	5.00	20	100
Rainforest Animals	065810383477	5.00	2.50	0	
Ribbles Elephant	696322455330	14.00	13.50	2	27
Ribbles Horse	696322455309	14.00	13.50	1	13.5
Ribbles Pig	696322455293	14.00	13.50	1	13.5
Rosalynn Rag Doll	696322487812	20.00	13.50	0	
Rosemary Rag Doll	696322455125	14.00	13.75	1	13.75
Rubber Axolotl Character	097138891082	2.00	0.54	27	14.58
Sand Putty	097138812100	3.00		1	3
Santa & Snowman Mini Shim	738449489031	8.00	5.50	4	22
Santa Ornaments w/Tree Dis	696322384616	5.00	3.50	32	112
Santa train book		11.99		2	23.98
Scarecrow Gnomes Charms	696322421175	3.00	2.00	2	4
Schlumpy Monkey	0696322394202	15.50	11.50	4	46
Scruffy Bunny	097138899736	14.00	7.00	0	
Sea Turtle Charm	696322341879	3.00		24	72
Sealife Water Wiggler		5.00		2	10
Sensory Wiggle Caterpillar	097138944672	5.00	1.50	0	

Kingsport Carousel Inventory

Shark fossil egg		4.00		0	
Shimmer Mermaid Marina	696322510671	15.00	10.00	0	
Shimmer Mermaid Nixie	696322510664	15.00	10.00	1	10
Shimmer Mermaid Nixie		variabl			
Shimmer Mermaid Oceania	696322510688	15.00	10.00	0	
Silver Lining Charm	696322362546	3.00	1.50	4	6
Silver Necklace		variabl			
Simmer Mermaid Shelly	696322510695	15.00	10.00	0	
Slap Bracelet	097138819703	2.00		0	
Sloth Ornaments	696322270544	4.00	3.70	0	
Sloth Plushy	696322336554	15.50	11.50	0	
Sloth Puppet Book	696322152901	6.00	3.00	0	
Slow rise lady bug		10.00	6.50	2	13
Small Dino Plush	661371138985	14.00		0	
Snake	097138653543	1.00		0	
Snowflake Charms	696322426439	4.00	3.00	8	24
Snowman Orn	696322553050	5.00	3.37	4	13.48
Spiky Assortment	097138720818	1.00		4	4
Spiky Fast Food	097138913531	2.00		4	8
Spiky Squish Stretch Ball	097138932167	5.00		8	40
Spinning Pinwheel Charm	696322452407	3.00	2.38	21	49.98
Splat Pig	097138721938	3.00	0.65	0	
Spooky Gnome LED	696322401382	10.00	4.25	4	17
Spooky Mesh Ball	696322557423	5.00	2.63	8	21.04
Sprinkle Cupcake Putty		3.00	1.15	0	
Squeeze Dinosaur Eggs	097138864468	3.00		2	6
Squeeze Mesh Dinosaur	097138884718	3.00	1.40	6	8.4
Squeeze Smile Face Heart	097138832962	3.00		1	3
Squeezey Bead Cat	097138956118	5.00	2.00	4	8
Squeezey Bead Caterpillar	097138742735	4.00	2.25	0	
Squeezey Bead Narwhal	097138909602	4.00	1.65	0	
Squeezey Bead Plush Axolotl	097138951465	5.00	1.85	1	1.85
Squeezey Bead Unicorn		3.00	1.20	3	3.6
Squeezey Plush Dog	097138956101	5.00	2.00	6	12
Squish Ball Easter Egg	097138920003	3.00	0.95	1	0.95
Squish Elf	097138893734	3.00		5	15
Squish Penguin	097138893765	3.00		0	
Squish Stretch Ball	097138911964	3.00	1.15	0	
Squish Stretch Cat	097138948182	5.00	2.00	0	
Squish Stretch Dinosaur	097138948168	5.00	2.00	1	
Squishy Heart Balls	696322587017	5.00	3.12	18	56.16

Kingsport Carousel Inventory

Star Wand	097138766038	1.00		0	
Streamer Wand	097138600530	3.00	0.55	0	
Stressosaurus	696322402600	7.00	4.50	0	
Stretchy Dinosaur Hand Puppet		5.00	2.50	0	
Stretchy Sand Axolotl	097138956644	5.00	1.87	0	
Stretchy Sand Caterpillar	097138950314	4.00		3	12
Stretchy Sand Dino	097138926586	5.00		0	
Stretchy Shark		4.00			
Sugar Skull Charms	696322428679	4.00	1.63	15	16.63
Sunflower Charm	696322544461	4.00	2.00	9	1
Super Hero Glider	097138957399	2.00		15	30
Sweet Peas	696322369484	12.00	8.33	0	
Swivel Flag Charm	696322498795	3.00	2.37	20	47.4
T-Rex Hand Puppet	097138930385	5.00	2.94	0	
This is me! Abigail Doll	696322358754	15.50	11.50	1	11.5
This is Me! Josie	696322452971	22.00	12.00	0	
This is Me! Kayla	696322452995	22.00	12.00	0	
This is Me! Luna	696322358808	15.50	11.50	0	
This is Me! Maeve	696322452988	22.00	12.00	0	
This is Me! Mila	696322358785	15.50	11.50	0	
This is me! Nora Doll	696322358891	15.50	11.50	0	
This is Me! Zoey	696322358792	15.50	11.50	0	
Token		1.00			
Token Bags		1.00	0.00	5	5
Tossimals	661371373225	5.00	2.90	0	
Tossimals Monsters	696322554392	5.00	3.75	17	63.75
Unicorn bubble pop		3.00	2.00	3	6
Unicorn on a Leash	097138684080	10.00	4.90	4	19.6
Unicorn Orn	696322252373	10.00	7.00	1	7
Unicorn Tossimal	696322508166	7.00	5.00	7	35
Vinyl Ball Mix		4.00	0.81	41	33.21
Waddle-Ful Penguin Charm	696322555412	4.00	1.75	20	35
Warm Wishes & Snowflake K	696322407711	5.00	2.00	2	4
Water		1.00		5	5
Wiggling finger snake		2.00		0	
Willow Hill Animals	696322514495	9.00	6.50	1	6.5
Wind-Up Bunnies	065810012049	3.00	2.12	6	12.72
Witch Gnomes Charms	696322423056	4.00	2.00	21	42
Witch Gnomes Shelvesitters	696322423070	7.00	4.50	0	
Witches in a Basket	696322165451	4.00	2.00	24	48
Wooden Animal Block Puzzle	696322454050	10.00	11.50	0	

Kingsport Carousel Inventory

Wooden Bendy Blocks	696322453596	5.00	2.00	3	6
Wooden Cars with Handles	696322454098	8.00	6.50	0	
Wooden Dino Push Puppets	696322453534	7.00	4.25	2	8.5
Wooden Farm Push Puppets	696322453558	7.00	4.25	0	
Wooden Kaleidoscope	696322476557	7.00	4.00	1	4
Wooden Ornaments		10.00	5.00	8	40
Wooden Ornaments		10.00	5.00	39	195
Wooden Shape Puzzle	696322453633	7.00	5.00	5	25
Wooden Slide Whistle	097138922045	4.00	1.25	2	25
Wooden Squeaky Trucks	696322273200	8.00	5.75	0	
Wooden Toy Stacker	696322292133	7.00	4.75	0	
Wooden Train Whistle	097138768926	2.00	0.65	0	
Wooden Wiggle Snake	097138641076	4.00	1.10	1	1.1
Woodland Finger Puppets	065810899237	4.00	3.00	0	
Woodland Wooly	0696322369460	10.50	64.00	4	32
Woodland Woolys		10.50			
Woodland Yuletide Animals	696322410827	14.00	8.00	3	24
Woodsy Winter Owl	696322555108	7.00	4.50	4	18
World Charm	696322392369	3.00	1.75	3	5.25
X-mas Reindeer Charm	696322429393	4.00	1.75	18	31.5
You're Magic Charm	696322452391	3.00	1.05	12	12.6
Zoo Rattle	097138936356	5.00	3.40	1	3.4

**14447**



Component Inventory

**Token(loc) Item Name Variation I Unit and P SKU(locke Reference**

Component Inventory

**Stock-by R Sell-by Eq Stock-by Equivalent**

**From:** [Bonnie Macdonald](#)  
**To:** [Jim Begley](#); [Cindy Bennett](#); [Leonard, Kristie](#); [Bonnie Macdonald](#); [Michelle McCloud](#); [Mandie Metzger](#); [Pamela Salley](#); [Jan Stapleton](#)  
**Subject:** Minutes from last nights meeting. Please Review. Engage Kingsport  
**Date:** Thursday, November 9, 2023 10:15:43 AM

---

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

## Engage Kingsport

Meeting: Renaissance Center Rm 224. 5:51 PM

Present: Cindy, Kristie, Pam, Bonnie, Jan, Mandie  
Missing Jim and Michelle

### Dates to Remember

Tuesday, Nov.14 - Friendsgiving at the Carousel 4-7 PM. Carousel.

Wednesday Nov. 15 - Reception at City Hall 5:00 PM

December 21 - Christmas at the Carousel. 1- 4 PM

Next Board Meeting Tuesday January 9, 5:15. RenCen.

Ordering T-Shirts for reception at City Hall. Please give Cindy your size and she will get shirts.

The Line of Credit Has been signed for \$172,400. Kristie, Cindy, Bonnie will be authorized to draw on line. Jan moved, Pam seconded. All approved.

Signature cards at Bank of Tennessee are being redone.

Bonnie moved, Jan seconded to authorize BCS to do full audit for FY24. All approved.

Gift Shop. Michael Borders had approached Bonnie in August re: City taking over operations of the Carousel Gift Shop to provide better alignment with the operations of the carousel and align financial controls similar to Bays Mountain and their Gift Shop.

Bonnie moved and Mandie seconded:

Engage Kingsport will plan to gift the Carousel Gift Shop and inventory to the City of Kingsport in January 2024. Engage Kingsport requests that net proceeds from the sale of products from the gift shop be preserved in a project account for significant repairs to the Carousel.  
All approved.

AEP Study is ready to be reviewed. Total impact of Arts and Cultural Events is \$30,316,138 and supports 521 jobs.

Meeting adjourned 6:04 PM

Bonnie Macdonald for Michelle McCloud

*Item XII2.*



**AGENDA ACTION FORM**

**Consideration of a Resolution Awarding the Bid for the Rental of a Caterpillar PM312 Cold Planer Roadway Milling Machine and Laymor Sweep Closed Cab SM450 from Stowers Machinery and Authorizing the City Manager to Execute the Rental Agreement for the Same**

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

Action Form No.: AF-9-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Committee  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
Request for Proposals were received on December 21, 2023 for rental of equipment that will be used to assist City crews as they pave select roadways during calendar year 2024. The equipment consist of a large milling machine that removes the existing asphalt wearing surface before placing the new surface, and a closed cab sweeper to assist with cleaning up milling debris.

Rental of this equipment is necessary as the city doesn't currently own either machine. Additionally, based on the city's paving schedule coordinating with a contractor for the use of this equipment would be inefficient and the condition of streets to be paved in Spring of 2024 isn't conducive to simply overlaying the existing roadways. These machines are essential in keeping the normal day-to-day operations going while City crews pave.

It is more cost effective and efficient for city personnel to perform certain paving tasks with leased equipment, therefore it is recommended to award the equipment rental to Stowers Machinery for seven months in the amount of \$153,400 for in-house City paving efforts.

Funding is available and identified in GP2400.

- Attachments:**
- 1. Resolution
  - 2. Pictures
  - 3. Bid Opening Minutes
  - 4. Agreements

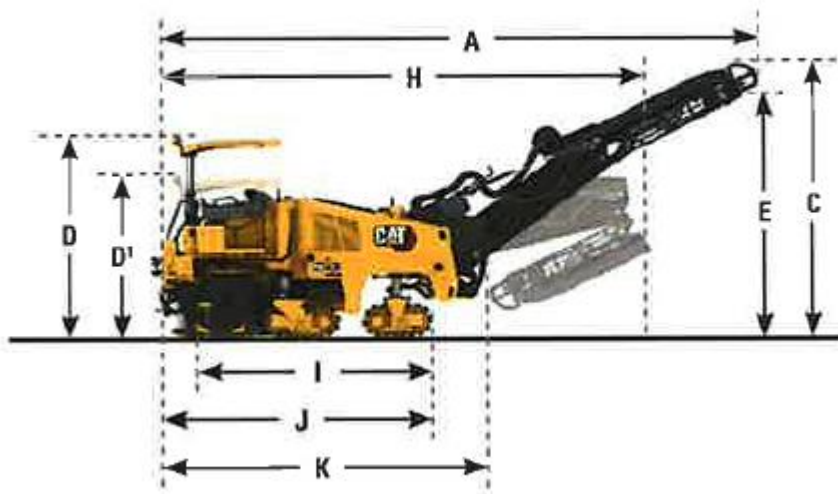
	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Otterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

Item XII.3.



# Cat<sup>®</sup> PM312

*Cold Planer*



**SWEEPMASTER 450-ST**

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

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

WHEREAS, bids were opened on December 21, 2024, for rental of equipment that would be used to assist city crews as they pave select roadways during calendar year 2024; and

WHEREAS, the equipment, a Caterpillar PM312 Cold Planer which is a large milling machine, removes the existing asphalt wearing surface before placing the new asphalt surface, and a Laymore Sweeper Enclosed Cab SM450 which will assist with cleaning up milling debris; and

WHEREAS, rental of this equipment is necessary as the city does not own either machine, coordinating with a contractor for the use of this equipment would be inefficient, the topography of the area to be paved in Spring of 2024 is not conducive to simply overlaying the existing roadways, and the rental of this equipment is essential to enable the city to maintain its normal day-to-day operations while city crews pave; and

WHEREAS, staff recommends awarding the bid for a Caterpillar PM312 Cold Planer and a Laymore Sweeper Enclosed Cab SM450 to Stowers Machinery Corporation for an amount not to exceed \$153,400.00.00 for seven (7) months; and

WHEREAS, funding is available and identified in GP2400.

Now therefore,

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

SECTION I. That the bid for the rental of one (1) Caterpillar PM312 Cold Planer and one (1) Laymore Sweeper Enclosed Cab SM450 from Stowers Machinery Corporation, for a seven month rental in an amount not to exceed \$153,400.00 is approved, and the city manager is authorized to execute a rental agreement for 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 16th day of January, 2024.

---

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



BID OPENING  
MINUTES  
December 21, 2023  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

RFP – City of Kingsport Paving Equipment Rental	
Vendor:	Comments:
Power Equipment Co.	Mark overs present on pricing form.
Stowers Machinery	

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



**STOWERS RENTS**

A division of Stowers Machinery Corporation  
www.stowersrents.com

**West Knoxville**  
865-218-8800  
**Chattanooga**  
423-622-9933  
**Kingsport**  
423-323-4445  
**Crossville**  
931-484-4040  
**Sevierville**  
865-595-3750

# RENTAL AGREEMENT

CUSTOMER

CITY OF KINGSFORT  
415 BROAD ST  
KINGSFORT TN 37660

SHIPPED TO

609 W INDUSTRY DRIVE  
KINGSFORT, TN 37660  
  
STREET & SANITATION

AGR INFO

Agreement #: W84310  
Agreement Date: 01/03/2024  
Customer #: 427645  
Customer PO #: PENDING

DESCRIPTION OF ITEM(S) RENTED

CUSTOMER CONTACT: PUBLIC WORKS PHONE: 423.229.9451

ITEM	MODEL	QTY	RENTAL RATE	PERIOD
IDNO: 41561	SM450	1.0	3,200.00	4 WEEK
SERIAL NUMBER: 41561			1,500.00	WEEK
			700.00	DAY

DESC: LAYMOR SWEEPER - ENCLOSED CAB  
 TIME OUT: 07:00 DATE OUT: 4/01/24 EXPECTED RETURN DATE: 10/31/24  
 METER OUT: 83.0

MISCELLANEOUS CHARGES		QTY	AMOUNT
EQUIPMENT DELIVERY BY STOWERS		1	250.00
EQUIPMENT PICKUP BY STOWERS		1	250.00

IMPORTANT AGREEMENT NOTICES

Customer must call the office to obtain a call-off confirmation number to terminate the rental.  
  
Customer is responsible for all rented items until they are returned to Stowers.  
  
A clean-up fee of \$100/hour will be charged for returned equipment that requires clean-up.  
  
Customer is responsible for ensuring that all persons who will operate rented equipment have had proper operator and safety training, and are familiar with applicable regeneration systems.

AGREEMENT TERMS AND CONDITIONS

This agreement and the rental hereunder are subject to the terms and conditions of the Stowers Machinery Corporation Master Account Agreement, which Customer acknowledges has been received, read, and understood, or which is available for inspection, review, and copying at www.stowerscat.com. Such terms and conditions are incorporated herein by reference. Customer agrees that the items listed herein shall only be used at the Job Site described above. Customer accepts the Equipment in its current condition without any warranties, and Customer accepts all risk of loss or damage during the rental period, regardless of cause. Customer shall return the Equipment in its current condition. Terms are Net 30 days for all rental, parts, and service items, and all other items are due upon receipt of the invoice. Customer shall pay service charges on any delinquent account at the rate of 1.5% per month, together with all costs of collection, including attorneys' fees. Jurisdiction and venue of any legal action hereunder may be in Knox County, Tennessee.

FTV WAIVER

Customer DECLINES Stowers Rents' Fire, Theft, and Vandalism Waiver upon furnishing proof of insurance pursuant to the Master Account Agreement. Otherwise, the FTV Waiver is accepted.  
  
\_\_\_\_\_  
INITIALS

ACCEPTANCE

CITY OF KINGSFORT  
  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
  
\_\_\_\_\_  
PRINTED NAME  
  
\_\_\_\_\_  
DATE

## RENTAL AGREEMENT

CUSTOMER

CITY OF KINGSPORT  
415 BROAD ST  
KINGSPORT TN 37660

SHIPPED TO

CITY OF KINGSPORT  
PUBLIC WORKS DEPARTMENT  
609 W INDUSTRY DRIVE  
KINGSPORT TN 37660

AGR INFO

Agreement #: T98599  
Agreement Date: 01/03/2024  
Customer #: 427645  
Customer PO #: PENDING

DESCRIPTION OF ITEM(S) RENTED

CUSTOMER CONTACT: TIM ELSEA PHONE: 423.366.3025

ITEM	QTY	RENTAL RATE	PERIOD
IDNO: NJX00242 MODEL: PM312	1.0	18,500.00	4 WEEK
SERIAL NUMBER: ONJX00242		.00	WEEK
PIN: *CATOOPM3TNJX00242*		.00	DAY
DESC: COLD PLANER			
TIME OUT: 08:37 DATE OUT: 4/01/24 EXPECTED RETURN DATE: 4/30/24			
METER OUT: 473.9			

MISCELLANEOUS CHARGES			
CUSTOMER PICKUP AND RETURN	1	.00	
EQUIPMENT DELIVERY BY STOWERS	1	500.00	
EQUIPMENT PICKUP BY STOWERS	1	500.00	

IMPORTANT AGREEMENT NOTICES

Customer must call the office to obtain a call-off confirmation number to terminate the rental.

Customer is responsible for all rented items until they are returned to Stowers.

A clean-up fee of \$100/hour will be charged for returned equipment that requires clean-up.

Customer is responsible for ensuring that all persons who will operate rented equipment have had proper operator and safety training, and are familiar with applicable regeneration systems.

AGREEMENT TERMS AND CONDITIONS

This agreement and the rental hereunder are subject to the terms and conditions of the Stowers Machinery Corporation Master Account Agreement, which Customer acknowledges has been received, read, and understood, or which is available for inspection, review, and copying at any Stowers Machinery Corporation office or online at www.stowerscat.com. Such terms and conditions are incorporated herein by reference. Customer agrees that the items listed herein shall only be used at the Job Site described above. Customer accepts the Equipment in its current condition without any warranties, and Customer accepts all risk of loss or damage during the rental period, regardless of cause. Customer shall return the Equipment in its current condition. Terms are Net 30 days for all rental, parts, and service items, and all other items are due upon receipt of the invoice. Customer shall pay service charges on any delinquent account at the rate of 1.5% per month, together with all costs of collection, including attorneys' fees. Jurisdiction and venue of any legal action hereunder may be in Knox County, Tennessee.

FTV WAIVER

Customer DECLINES Stowers Machinery's Fire, Theft, and Vandalism Waiver upon furnishing proof of insurance pursuant to the Master Account Agreement. Otherwise, the FTV Waiver is accepted.

\_\_\_\_\_  
INITIALS

ACCEPTANCE

CITY OF KINGSPORT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing A Change Order to a Purchase Order with Stowers Equipment and the City Manager to Execute**

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

Action Form No.: AF-17-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Staff  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
Bids were opened on December 8, 2022 for the rental of equipment that would be used to assist City crews as they pave select roadways during calendar year 2023. The equipment consisted of a large milling machine that removes the existing asphalt wearing surface before placing the new surface.

On January 17, 2023 the BMA entered into a rental agreement (AF-2-2023) with Stowers Machinery for a seven month rental in the amount of \$130,500. Language in the agreement states the City will be responsible for any damages/repairs to the equipment to the extent of City’s liability under state law. Damage to the steps and canopy were incurred to the machine during rental arguably as a result of City’s use. Stowers has submitted a final invoice requesting additional payment of \$3,838.00 associated with repairs. The final total cost of the rental will now be \$134,338.00.

Funding is available and identified in NC2300.

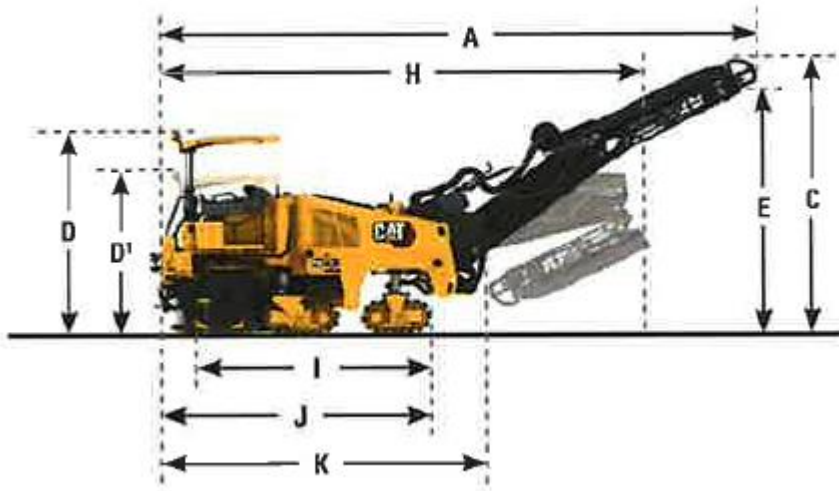
- Attachments:**
- 1. Resolution
  - 2. Picture

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



# Cat<sup>®</sup> PM312

*Cold Planer*



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

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

WHEREAS, the city had a rental agreement with Stowers Machinery Corporation (Resolution 2023-156) for a Caterpillar PM312 Cold Planer which is a large milling machine, removes the existing asphalt wearing surface before placing the new asphalt surface with the original contract sum of \$130,500.00, for a period of seven (7) months; and

WHEREAS, during the time the city rented the equipment, there was damage to the steps and canopy arguably as a result of City's use, and Stowers has submitted an invoice in the amount of \$3,838.00 for the damage; and

WHEREAS, a change order will change the final cost of the rental to \$134,338.00, and funding is available and identified in NC2300.

Now therefore,

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

SECTION I. That a change order to the contract with Stowers Machinery Corporation for the rent for a Caterpillar PM312 Cold Planer due to damage during the time the city rented the equipment, in the amount of \$3,838.00, is approved.

SECTION II. That the city manager is authorized to execute a change order to the contract with Stowers Machinery Corporation for the rent for a Caterpillar PM312 Cold Planer due to damage during the time the city rented the equipment, in the amount of \$3,838.00.

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

ADOPTED this the 16th day of January, 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 Ratifying an Application for a Tennessee Arts Commission Partnership Grant for FY25**

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

Action Form No.: AF-10-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Kristie Leonard  
Presentation By: Michael Borders

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
If approved the mayor's signature will be ratified for the FY25 Tennessee Arts Commission Partnership Grant application.

This is an annual partnership support grant the Office of Cultural Arts applies for and receives annually from the Tennessee Arts Commission. The total grant request is \$30,000. This grant allows the Office of Cultural Arts to offer various programs, events, and the purchase of permanent artwork.

The dollar-for-dollar \$30,000 match requirement for this grant is met through the Office of Cultural Arts operating budget.

- Attachments:**
- 1. Resolution
  - 2. Grant application

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

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL APPLICATION FOR A TENNESSEE ARTS COMMISSION PARTNERSHIP GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

WHEREAS, the city, through the Office of Cultural Arts applied for a FY25 Tennessee Arts Commission Partnership Grant; and

WHEREAS, this is a partnership grant with the Tennessee Arts Commission which the city applies for annual, the proceeds from which supports various programs, events, and the purchase of permanent artwork by the city through it's Office of Cultural Arts

WHEREAS, the grant is in the amount of \$30,000.00, with a fifty (50%) percent match required and those funds are available in .110-4505-471.20-20.

Now therefore,

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

SECTION I. That the application submitted on January 5, 2024, for the FY25 Tennessee Arts Commission Partnership Grant, in an of \$30,000.00, is ratified, including the execution of the same by Mayor Patrick W. Shull.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive the FY25 Tennessee Arts Commission Partnership Grant, in the amount of \$30,000.00, to deliver the documents 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 application and this resolution.

SECTION III. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

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



APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

Annual Grant  
Partnership Support FY 2025

---

City of Kingsport Office of Cultural Arts  
A-2401-21647 | \$30,000.00

Annual Partnership Support

Status: Application

### Application NOT submitted

This application has not been submitted.

Please fill out the application in its entirety. Check that all sections are completed. Save often and then click Submit. After you press save and submit, refresh your browser and check this box to see if your application was successfully submitted. If you continue to see this red box, your application has not been submitted.

If you receive a generic compliance warning and cannot identify missing information, check for REQUIRED DOCUMENTS near the bottom of your application.

### ▼ APPLICANT PROFILE

When you are editing the form, remember to click the Save button before navigating away—the form will not auto-save.

Fields marked with an asterisk\* are required.

<b>*Fiscal Year:</b>	2025
<b>Grant Category:</b>	Partnership Support
<b>*Is this your first time applying for Commission Funds?</b>	No
<b>*Are you applying as:</b>	Entity of Government

<b>Organization Name:</b>	City of Kingsport Office of Cultural Arts
<b>Primary Contact:</b>	Kristie Leonard
<b>Primary Signatory:</b>	Patrick Shull

### ▼ SAVE APPLICATION

After filling out the "Applicant Profile" section, make note of your application number (example: A-1610-01021, A-1611-01101, etc.) and save the application. You may then select the EDIT button at the top of the screen and continue filling out the application.

Item XII.5.

**Save your work frequently!** If you leave this page, this application may be found in your grantee portal under the "Draft Applications" link on the navigation menu to your left. You may select your application, click the EDIT button, and continue filling it out.

When you are editing the form, remember to click the "Save" button before navigating away. The form will not auto-save. **Fields marked with an asterisk\* are required.**

**▼ PROJECT/PROGRAM DESCRIPTION**

**\*Project Title:** Annual Partnership Support

**\*Funding Description:**

General operating support for the Kingsport Cultural Arts office which manages cultural spaces, public art and provides creative programming for the City of Kingsport.

**Date(s) of Project Activity** (must be between July 1, 2024 and June 15, 2025)

**\*Project Start Date:** 7/1/2024

**\*Project End Date:** 6/30/2024

**\*Number of days the project activity will occur:** 365

**\*Estimated Number of Adults Engaged:** 132847

**\*Estimated Number of Youth Engaged:** 87203

**\*Estimated Number of Total Individuals Engaged:** 220050

**Media organization or media based project?** No

**\*Estimated Number of Artists Participating:** 35

**Underserved Participants**

Estimate the **percentage** of this project’s audience that is “traditionally underserved or underrepresented.” Be realistic in your estimate of populations of each underserved demographic benefiting as directly served. Underserved and underrepresented audiences may cross county lines. Percentages should reflect those individuals primarily reached in the "Estimated Total Individuals Benefiting" section.

**% who are children (under 18):** 40%

**% who are people of color:** 15%

**% who are living in rural communities or isolated settings:** 30%

**% who are people with disabilities:** 20%

**% who are senior citizens (65 and over):** 55%

**Proposed Project Accessibility Statement**

The Commission is committed to providing access to the arts for traditionally underserved artists and constituents, including people of color, people with disabilities, children, people living in rural communities or isolated settings, and senior citizens. In the space provided, indicate efforts made by your organization to include underserved artists and audiences in your proposed project/programming.

:

Item XII.5.

In accordance with the requirements of Title II of the Americans with Disabilities act of 1991, the City of Kingsport will not discriminate against individuals with disabilities on the basis of disability in the city's services, programs or activities.

See full statement here:

<https://www.kingsporttn.gov/site/accessibility-statement/>

The Kingsport Cultural Arts office takes care when programming to address our underserved constituents. The City of Kingsport has programmed to support diversity through the presentation of specific exhibits and through work with minority and international organizations. All programs can be accommodated for the deaf or hard of hearing and those with mobility challenges.

#### ▼ Project Discipline Item Details

<b>*Project Discipline:</b>	14 Multidisciplinary
<b>*Type of Activity:</b>	Institution/organization support - 11
<b>*Strategic Outcome:</b>	Livability: American Communities are Strengthened Through the Arts.
<b>*Arts Education:</b>	50% or more of this project's activities are arts education directed to: adult learners (including teachers and artists)

#### NARRATIVE INFORMATION

##### \*ACTIVITIES

Explain all activities for the fiscal year for which funding is requested. Include information about planning procedures and accessibility. What goals do you wish to accomplish? You will be asked to report outcomes if awarded funding.

##### Activities Narrative:

The Kingsport Cultural Arts office manages cultural spaces, the city's public art program, and provides community engagement and economic development through the arts.

These cultural spaces include the Renaissance Center, Kingsport Farmers Market and Kingsport Carousel. The Kingsport Cultural Arts office collaborates with multiple community organizations and partners to bring programs to the City of Kingsport.

The Renaissance Center is a multi-use facility that is home to the Kingsport Senior Center as well as the Kingsport Art Guild, Kingsport Theatre Guild, Suzuki Talent Association and Symphony of the Mountains. The Renaissance Center also has an art gallery and theatre. The Kingsport Theater Guild provides 8 community productions annually in the theatre and the Kingsport Art Guild provides 4 art shows during the year.

The Kingsport Cultural Arts office presents the Tri-Cities Civil War Round Table presentations during Fun Fest and Tuba Christmas during the holidays. Festivals include Christmas Connection featuring 65 local and regional artists with over 4,000 customers during a 2 day show and the upcoming year will feature the inaugural Kingsport Arts Festival. KCA also plans to implement an inaugural winter concert series hosted at the Renaissance Center, Evening at the Market concert series and year long events/programming around the Kingsport Carousel 10th birthday celebration.

The Kingsport Farmers Market is utilized by local vendors on Wed and Sat mornings April-November and provides a place that local farmers and artisans can sell their goods directly to the public. The farmers market features live music and dance performers monthly through their Market Jams program along with artisan, cooking and gardening demonstrations. The farmers market also features other events and programming throughout the season.

The Kingsport Carousel has been voted best birthday party venue in 2019, 2020, 2022 and 2023 and was recently featured in Reader's Digest. The Kingsport Carousel hosts an annual birthday party and newly added programs such as Christmas in July and Carousel Christmas party.

The Sculpture Walk has become a signature and beloved program in Kingsport. This program consists of temporary art pieces in Kingsport and the public is encouraged to walk through and explore these pieces. Through this program the city has hosted over 90 different artists from across the U.S. Item XII5. has purchased 18 pieces from these various

exhibits for the permanent public art program. Sculpture Walk will go from a yearly installation to every 2 years with its anticipated return this spring!

The City of Kingsport purchased and renovated a building downtown for a new city hall which was occupied by city employees in 2021. This newly renovated building offered a great space for what is now our Circle Gallery which features local artists in a rotation throughout the year.

In partnership with Engage Kingsport, Kingsport Archives, Downtown Kingsport Association, Kingsport Chamber, Bays Mountain Park, Kingsport Public Library and Visit Kingsport the Kingsport Cultural Arts office is also working to install additional murals in alleyways downtown, revive the existing Heritage Trail, perform maintenance of permanent art pieces, provide updated signage for permanent art pieces, install permanent art pieces at Bays Mountain Park and the Kingsport Public Library.

The Kingsport Cultural Arts office is also working with the Kingsport Public Schools to partner on a community project with student involvement.

The Kingsport Cultural Arts office is working with Engage Kingsport to support initiatives with their current grant funding.

The goal of the Kingsport Cultural Arts office is to help promote local artists and the artistic community while driving engagement and interest in the arts. This will be accomplished in part by expanding our partnerships, increasing our presence in the community and gathering citizen feedback on what is lacking in our community.

#### **\*PARTNERSHIPS**

Describe how your organization utilizes public and private partnerships and the value of these partnerships to the community.

#### **Partnerships Narrative:**

Resident art groups of the Renaissance Center include Symphony of the Mountains, Kingsport Art Guild, Kingsport Theatre Guild and Suzuki Talent Education of Appalachia. All of these organizations produce their own programs and collaborate with the Kingsport Cultural Arts office for use of the facility. The staff of the Kingsport Cultural Arts office serves to connect the community at large with these and other art organizations and creative activities of the city. As part of the AEP6 program, the Kingsport Cultural Arts office partnered with each of these organizations to collect surveys and through partnership with Engage Kingsport are working with these organizations to create and promote new arts programming.

Since 2018 the Kingsport Cultural Arts office has partnered with the City of Kingsport Storm Water Department and Keep Kingsport Beautiful to select local artists to paint storm drains in Downtown Kingsport. These installations encourage the understanding of keeping debris out of storm water drains which flow directly to rivers and can have profound impact on the environment.

Partnered with Fun Fest and Keep Kingsport Beautiful for the Fun Fest trash barrel paint in event. A local company donates paper trash barrels to use during the 11 day Fun Fest event in Kingsport. Prior to the opening of Fun Fest, around 1000 artists of all ages comes out to paint these trash barrels for usage at all festival events. There is a contest for each age category and family categories for the best painted barrel. These barrels brings an artistic flair to the festival while encouraging festival goers to dispose of their trash properly.

In 2023 the Kingsport Cultural Arts office hosted the G.O.A.T. Festival. The event was hosted at the Kingsport Farmers Market in collaboration with Create Appalachia, Kingsport Art Guild, Engage Kingsport, Inventor Center, Visit Kingsport and the Downtown Kingsport Association. This Greatest of All Time festival featured local art vendors, art demonstrations, an art mural the public could assist in painting, carousel tours and rides, and a brand new public art project. The public art project offered sponsorship of 10 fiberglass goats that were painted by local artists for public display in downtown Kingsport.

In 2023 The Kingsport Cultural Arts office in partnership with Visit Kingsport and the Downtown Kingsport Association hosted Christmas in Kingsport. This event included programming from local performing organizations in 2 downtown parks that were beautifully decorated with over 50 trees in each park. There were opportunities to attend live performances during December which included the Kingsport Ballet, Kingsport Theatre Guild, Lamplight Theatre, Dobyens Bennett High School jazz band and the John Adams Elementary School children's choir.

#### **\*COMMUNITY SERVED**

Describe the community that your organization serves.

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**Community Served Narrative:**

Kingsport serves a rural population in Appalachia that includes people that live in Sullivan, Hawkins and Hancock counties, also nearby Virginia counties such as Scott, Lee, Wise and Russell. There is a long-standing tradition of these southwest Virginia populations coming to Kingsport for retail and entertainment. Kingsport has a population of just over 50,000 and was founded as a modern industrial community. Industry continues to dominate the landscape but there is a new understanding of the creative and educational resources of the employees of this industry and a desire to harness those resources to develop new products or businesses through entrepreneurial pathways.

The county and region lacks diversity with almost 95% population identified a white. Median household income is less than the state average and 5 of 6 elementary schools and 1 of 2 middle schools quality for federal funding under the Title I definition for disadvantaged students. With many retirees in the area, there is a high percentage of senior citizens in the community at around 55%.

The goal of the Kingsport Cultural Arts office is not only to promote our own creative community, but also to enrich the industrial town with cultural arts from all over the United States. Many of the programs are specifically designed to provide access to diversity in thought and experience that might not otherwise be available.

As the state of Tennessee is seeing a surge of families moving to the state, the demographics of Kingsport is starting to change. There are new businesses and renovated venues opening in the downtown area that is bringing a much needed diversity to the area. Breweries, bakeries, restaurants and boutiques are drawing in new visitors to the downtown area.

**\*EVALUATION**

Explain how you will evaluate the success of the project or program(s) for which you are requesting funds and the value it adds to the community being served. Be Specific. You will be asked to report on the outcomes if awarded funding.

**Evaluation Narrative:**

Programs offered begins with citizen input. The input can be directly through a citizen or organizational request initiated by the Kingsport Cultural Arts office or other city administration.

All programs are reviewed after an event. Attendance, financial information, participant enrichment and experience are all factors of success.

Questionnaires are prepared before an event and administered at or after an event to assess participant experience, for example Christmas Connection and G.O.A.T. festival both had questionnaires administered.

Engage Kingsport and the Public Art Committee also assist the Kingsport Cultural Arts office in reviewing programming and providing input of existing and new initiatives.

The Kingsport Cultural Arts office has undergone a reboot in the past year. The Special Event and Farmers Market manager has combined operations with the Kingsport Cultural Arts office to now include those operations in one department. As a result of this reboot, the Kingsport Cultural Arts office now has access to additional partners, events, and other resources that were not available to them before. The Kingsport Cultural Arts office has recently updated the website which now includes an area for citizen feedback, a directory for local artists, calendar of events, and information for area organizations. This reboot has also provided opportunities to update social media channels, dept. logo, branding and initiating new events, programs. and projects This reboot has allowed the office to reintroduce their function to the community and has revived the public art program. As a result we also have a reenergized Public Art Committee and Engage Kingsport board.

▼ FINANCIAL INFORMATION

▼ THREE-YEAR CASH OPERATING BUDGET HISTORY

**Year 1: Fiscal Year 2023**

(Most Recently Completed Fiscal Year)

Cash Only

**Expenses:** \$250,091.00

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**Revenues:** \$174,690.00

**Year 2: Fiscal Year 2024**

(Current Fiscal Year)

Cash Only

**Expenses:** \$276,200.00

**Revenues:** \$174,690.00

**Year 3: Fiscal Year 2025**

(Projected Fiscal Year)

Cash Only

**Expenses:** \$276,200.00

**Revenues:** \$174,690.00

**Variation Explanation**

Explain any variation of 10% or more between the current fiscal year and your most recently completed fiscal year.

:

Budget adjustments were made to accommodate a change in personnel which included 1 upgraded position and adjustments to accommodate rises in costs/

**Deficit Explanation**

If last fiscal year expenses are greater than income, provide an explanation of: (a) How the shortfall was covered?  
(b) What caused the shortfall and your organization's efforts to prevent its recurrence?

:

▼ **PROJECTED PROJECT EXPENSES**

▼ **Instructions**

**Application-Specific Financial Requirements - Must Read**

**APS Applicants**

- Enter the **Entire Budget** for the proposed project in the form below, **not** just the requested funds and a dollar-for-dollar match.
  - Commission Funds Requested should be itemized up to the request amount in the left-hand column. You may use as many as four line items here but please use the fewest line items in this column as possible.
  - All remaining cash expenses should be itemized in the right-hand column under Applicant Cash Participation.
- Note: You may list more, but Applicant Cash Participation figures must be at least: \$1.00 of grantee cash participation for every \$1.00 provided in Commission grant funds for APS.

**RAPS and AA Applicants**

- Enter the **Entire Budget** for the proposed project in the form below, **not** just the requested funds and a dollar-for-dollar match.
- Commission Funds Requested should be itemized up to the request amount in the left-hand column. You may use as many as four line items here but please use the fewest line items in this column as possible.
- These grants are not subject to a match requirement and, if granted, do not include a match in the Revised Budget. Showing Applicant Cash Match in the right-hand column helps to understand the Entire Project Budget.

**MCI, PS, SUPS and SRPS Applicants**

- Enter the **Entire Annual Cash Operating Budget** for your organization in the "Applicant Cash Participation" column.
- Do not enter anything in the "Commission Funds Request" Item XII.5.

**CP Applicants**

- Enter the **Entire Budget** for the proposed project in the form below.
- Commission Funds Requested should be itemized up to the request amount in the left-hand column. Please use the fewest line items in this column as possible.
- All other project cash expenses should be itemized in the right-hand column under Applicant Cash Participation. (Note: Applicant Cash Participation figures may list more, but must at least match the requirements for these grants: \$1.00 of grantee cash participation for every \$4.00 provided in Commission grant funds. You may use a combination of cash and in-kind donations for this column.)

**Arts360 Applicants -**

- Enter the **Entire Three-Year Project Budget** in the form below.
- Commission Funds Requested should be itemized up to the request amount in the left-hand column.
- All other cash expenses should be itemized in the right-hand hand column under Applicant Cash Participation. (Note: Applicant Cash Participation figures may be more, but must at least match the requirements for these grants: \$1.00 of grantee cash participation for every \$2.00 provided in Commission grant funds.)

**AE-CL, AE-TT, and Pathways Applicants**

- Enter the **Entire Project Budget** in the form below.
- Commission Funds Requested should be indicated in the left-hand column. You may use up to four line items here but please use the fewest line items in this column as possible.
- These grants are not subject to a Match Requirement and, if granted, will not include a match in the Revised Budget. Showing Applicant Cash Participation in the right-hand column helps to understand the Entire Project Budget.

**\*Amount of Your Grant Request:** \$30,000.00

	Commission Funds Requested	Applicant Cash Participation
1. Salaries, Benefits & Taxes		\$187,900.00
2. Professional Fee, Grant & Award		\$88,300.00
3. Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications		
4. Travel, Conferences & Meetings		
5. Insurance (Not allowed under Commission Funds )		
6. Other Non-Personnel Invest		
7. Capital Purchase (only when allowable)		
8. Indirect Cost (only when allowable)		
9. In-Kind Expense (only when allowable)		
10. Total Cash Expenses		<b>\$276,200.00</b>

In the text box below, enter an explanation for any expenses you listed on a line item either in the "Applicant Cash Participation" or "Commission Funds Requested" columns above. **For APS, RAPS, AE-CL, AE-TT, AA, CP, and Pathways Only: Please provide hourly or daily rate breakdown for Contracted Personnel (anyone receiving Professional Fees).** See Expense and Income Definitions in the Item XII.5. Library for reference. Note: No grant funds



may be used to pay board members.

**Explanation(s):**

**\*Verify the total Project Cash Expenses:** \$276,200.00

Enter the amount of your total project cash expenses. This number should equal the sum of the total "Applicant Cash Participation" and the total "Commission Funds Requested" amounts from line 10 in the table above.

▼ **PROJECTED PROJECT INCOME**

	Amount
11. Earned Income - Admissions	
12. Earned Income - Contract Services	
13. Earned Income - Other	
14. Contributions - Corporate	
15. Contributions - Foundation	
16. Contributions - Individual/Other Private	
17. Government Support - Federal	
18. Government Support - State/Regional (Exclude this request)	\$276,200.00
19. Government Support - City/County	
20. Existing Funds	
21. Other	
22. Total Applicant Cash Income	<b>\$276,200.00</b>

In the text box below, enter an explanation for any income you listed above. See Expense and Income Definitions in the Document Library for reference.

**Explanation:**

This number should equal the total from line 22 above

**\*Verify the total Applicant Cash Income** \$276,200.00  
above:

**+ Amount Requested:** \$30,000.00

The Amount Requested will repopulate from above data after you save your application.

Total Projected Project Income below should equal Total Applicant Cash Income + Amount Requested

**\*Total Projected Project Income:** \$353,850.00

▼ **In-Kind Contributions**

**In-Kind Contribution Total:** \$5,000.00

**In-Kind Contribution Summary:**

Volunteers that help us with operations of events and programming.





















**REQUIRED DOCUMENTS**

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Document types listed here are required for this application category. To upload documents, click the plus button next to the document type. Then click the "Add Files" button. Browse to the file and click "Open." Click the "Start Upload" button. When the upload is 100% completed, click the 'x' at the top right corner to close the document upload window. Once uploaded, the document will no longer be listed here, AND will appear at the bottom of the application in the "Required Documents" section.

PS Audit Response Form

































PS Financial audit and management letter (from an independent CPA)

DOCUMENTS		
	<p>Long term plan.docx</p> <p><b>PS Long-range Plan</b></p> <p>Added by Kristie Leonard at 8:52 PM on January 4, 2024</p>	  
	<p>List of KeyStaff (1) (2).doc</p> <p><b>PS Bios &amp; Job Descriptions</b></p> <p>Added by Kristie Leonard at 3:49 PM on January 4, 2024</p>	  
	<p>grantTAC_specialtyplates.pdf</p> <p><b>PS Specialty License Plate Program promotion</b></p> <p>Added by Kristie Leonard at 2:29 PM on January 4, 2024</p>	  
	<p>tac_grant.screenshots.specialtyplates_latestwebsite.pdf</p> <p><b>PS Specialty License Plate Program promotion</b></p> <p>Added by Kristie Leonard at 2:29 PM on January 4, 2024</p>	  
	<p>tac_grant.screenshots.artsAdvocacyPromos.pdf</p> <p><b>PS Proof of Arts Advocacy</b></p> <p>Added by Kristie Leonard at 2:29 PM on January 4, 2024</p>	  

**Optional Material Link(s):**

ORGANIZATION DOCUMENTS		
	<p>36 - Language Assistance Policy.pdf</p> <p><b>LEP Policy</b></p> <p>Added by Hannah Powell at 8:11 AM on January 18, 2023</p>	  
	<p>04- Title VI Policy.pdf</p> <p><b>Title VI Complaint Procedures</b></p> <p>Added by Hannah Powell at 3:16 PM on December 14, 2022</p>	  
	<p>FY22 Title VI Training Certification.pdf</p>	  

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<p><b>2022 Title VI Training Certification</b> Added by Hannah Powell at 1:49 PM on December 7, 2021</p>		<p>TitleVI_CertificationForm_FY21_3.pdf</p>	  
<p><b>2021 Title VI Training Certification</b> Added by Hannah Powell at 8:30 AM on December 15, 2020</p>		<p>04- Title VI Policy.pdf</p>	  
<p><b>Title VI Complaint Procedures</b> Added by Hannah Powell at 3:00 PM on December 11, 2019</p>		<p>36 - Language Assistance Policy.pdf</p>	  
<p><b>LEP Policy</b> Added by Hannah Powell at 3:00 PM on December 11, 2019</p>		<p>TitleVI_CertificationForm_FY2020.pdf</p>	  
<p><b>2020 Title VI Training Certification</b> Added by Hannah Powell at 2:39 PM on December 11, 2019</p>		<p>TitleVI_FY19CertificationForm.pdf</p>	  
<p><b>2019 Title VI Training Certification</b> Added by Beth Estep at 9:42 AM on January 9, 2019</p>		<p>AEP5Celebration.JPG</p>	  
<p><b>Other Document</b> Added by Bonnie Macdonald at 10:12 AM on January 15, 2018</p>		<p>AEP5CelebratesKTG.JPG</p>	  
<p><b>Other Document</b> Added by Bonnie Macdonald at 10:12 AM on January 15, 2018</p>		<p>AEP5CelebrateOCA.EK.JPG</p>	  
<p><b>Other Document</b> Added by Bonnie Macdonald at 10:12 AM on January 15, 2018</p>			

If you have submitted an application before through this online grants system, the organization documents you uploaded with previous requests will display in the "Organization Documents" section above. When submitting a new application, verify that the organization documents uploaded are the most recent versions. If not, please include the most recent versions before submitting. Do not delete prior versions.

#### ▼ ORGANIZATION INFORMATION

##### TO ALL APPLICANTS

As part of the application submission process, we require you to complete your organization profile as well as your application. The organization information below is from your organization profile. If any information is incorrect, please modify your organization profile.

**Website:** [www.engagekingsport.com](http://www.engagekingsport.com)

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**Phone:** 423-392-8416  
**Voice/TDD:**

**Applicant Status:** 08 Government - Municipal  
**Applicant Institution:** 15 Arts Center  
**Applicant Discipline:** 14 Multidisciplinary

**Accessibility Coordinator Name:** Ryan McReynolds  
**Title:** Assistant City Manager  
**Email Address:** ADAcontact@KingsportTN.gov

**Federal 9-Digit EIN (Organization):** 62-6000323  
**Unique Entity Id UEI (Organization):** YE45C4JZC5U1  
**Organizational Fiscal Year End Date (Organization):** June 30

**Physical/Mailing Street Address:** 1200 East Center Street  
**Physical/Mailing City:** Kingsport  
**Physical/Mailing State:** Tennessee  
**Physical/Mailing 9-Digit Zip:** 37660-4958  
**Physical/Mailing County:** Sullivan

**US House Congressional District Number:** 1  
**Tennessee Senate District Number:** 4  
**Tennessee House District Number:** 2

**Mission Statement:** The Office of Cultural Arts is dedicated to cultivating cultural assets and promoting them as vehicles for economic and community development.

**Underserved Statement:** The Office of Cultural Arts actively seeks to engage those members of our community who are underserved. We provide art instruction at free or little cost to youth of our area through strategic partnerships with organizations who serve those communities. We give tours of the Sculpture Walk and visits to the Carousel and Carving Studio to students in our Title I schools. We encourage and make accomodations for visits to the Carousel and Carving Studio to people with disabilities and special needs classes.

**Arts Advocacy Statement:** The Arts are essential to a well rounded and fully developed community and personal life. The arts are included as the apex of the Hierarchy of Needs as listed in the State of the City and ONEKingsport Strategic Planning document. The Office of Cultural Arts seeks to encourage participation in creative activities as well as act as a resource to organizations seeking to enhance their contribution to our community.

**Specialty License Plate Program Statement:** Gift a Tag fliers are included in all purchase at the Carousel Gift Shop and Art in the Heart Gallery. All Staff and Board of Directors are encouraged to purchase specialty license plates. Door Prizes at sponsored concerts regularly include a Gift-A-Tag voucher purchased by OCA so that a lucky audience member can upgrade their existing tag to a specialty. During the holiday season, social media sponsored posts include the suggestion that a great gift would be a specialty license plate voucher.

**Board Information**

For 501(c)(3) organizations only: using the organization's current list of governing board of directors submitted with this application, supply the correct information.

**Organization Demographic:** White  
**Number of individuals serving on the board:** 7  
**Length of board member term (in years):** 3  
**Maximum number of consecutive terms:**  
**Number of times per year the full board meets:** 12  
**Demographic Information**

**TN County:** Sullivan

<b>Children (Under 18)</b>	21%
<b>People Living In Rural or Isolated Settings</b>	26%
<b>People Living with Disabilities</b>	20%
<b>People of Color</b>	4%
<b>Senior Citizen</b>	19%

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**Board of Directors****Children (Under 18)****People Living In Rural or Isolated Settings****People Living with Disabilities** 28%**People of Color****Senior Citizen** 43%**Organization Staff****Children (Under 18)****People Living In Rural or Isolated Settings** 25%**People Living with Disabilities** 25%**People of Color****Senior Citizen** 25%**▼ CONTACT INFORMATION****TO ALL APPLICANTS**

As part of the application submission process, we require you to complete your People Profile as well as your application. The contact information below is from your People Profile. If any information is incorrect, please modify your People Profile, found on the left-hand menu under Users.

**Contact Title:****Contact Name:** Kristie Leonard**Contact Email Address:** KristieLeonard@KingsportTN.gov**Contact Phone Number:** 423-224-2821**Contact Home Number:****▼ ASSURANCES**

The applicant assures the Commission that:

1. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant.
2. The filing of this application has been duly authorized by the applicant.
3. The applicant will expend funds received as a result of this application solely for the described project or program.

By signing this application, the applicant hereby assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); as well as all regulations of the National Endowment for the Arts issued pursuant to these statutes and that it immediately will take any measures necessary to comply.

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Application will not be accepted without TWO original signatures. Signatures cannot be from the same person.

**Chief Authorizing Official (Chair or President of the Board)**

**\*Name and Title:**

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

**\*I certify:** No

**Project/Program Director**

**\*Name and Title:**

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

**\*I certify:** No

Note: If this application is being submitted by an organization acting as a fiscal agent for another organization, the Chief Authorizing Official and Project Director of the organization acting as fiscal agent and holding the not-for-profit letter of determination must sign this application.



**AGENDA ACTION FORM**

**Consideration of a Resolution of Formal Acceptance of Deeds and Deeds of Easement**

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

Action Form No.: AF-1-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: R. Trent  
Presentation By: B. Rowlett

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**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
An annual listing of the deeds and deeds of easement required for various city projects located in the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 15<sup>th</sup> Civil Districts of Sullivan County, Tennessee, are included in this resolution which provides for the formal acceptance of the property and property rights conveyed.

**Attachments:**  
1. Resolution

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

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

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 KINGSPORT, 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 10<sup>TH</sup>, 11<sup>TH</sup>, 12<sup>TH</sup> AND 15<sup>TH</sup> CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

WHEREAS, the city accepts deeds and deeds of easement from the various property owners conveying to the city title to the property.

WHEREAS, the city desires to accept from various property owners deeds and deeds of easement located in the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 15<sup>th</sup> Civil Districts of Sullivan County, Tennessee, described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this resolution by reference, as fully as though copied verbatim herein.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the Board of Mayor and Aldermen accept the deeds and deeds of easement from the various property owners which convey to the city title to the properties located in the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 15<sup>th</sup> Civil Districts of Sullivan County, Tennessee, and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this resolution by reference, as fully as though copied verbatim herein.

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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



EXHIBIT "A"

Sullivan County Civil District 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 15<sup>th</sup>

Deed of Easement across the Bobby Egan property dated July 19, 2022 from Bobby Egan to the City of Kingsport, Tennessee, for the amount of \$200.00 and recorded in Deed Book 3519 at page 443 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed for the Industrial Development Board of the City of Kingsport property dated August 2, 2022 from the Industrial Development Board of the City of Kingsport to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3521 at page 894 in the Register's Office for Sullivan County at Blountville, Tennessee.

Judgment for a portion of the Sheila Liane Vangilder property dated August 2, 2022 from Sheila Liane Vangilder to the City of Kingsport, Tennessee, for the amount of \$2,750.00 and recorded in Deed Book 3521 at page 889 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed for the Downtown Kingsport Association property dated November 22, 2022 from the Downtown Kingsport Association to the City of Kingsport, Tennessee, for the amount of \$33,504.27 and recorded in Deed Book 3535 at page 1321 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Taylor Properties #1 LP property dated March 17, 2023 from Taylor Properties #1, LP to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3555 at page 526 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Deborah Simpson property dated April 24, 2023 from Deborah Simpson to the City of Kingsport, Tennessee, for the amount of \$420.00 and recorded in Deed Book 3555 at page 529 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Elizabeth White property dated April 17, 2023 from Elizabeth White to the City of Kingsport, Tennessee, for the amount of \$392.00 and recorded in Deed Book 3555 at page 532 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James M. Rogers and wife, Courtney Rogers property dated March 31, 2023 from James M. Rogers and wife, Courtney Rogers to the City of Kingsport, Tennessee, for the amount of \$389.00 and recorded in Deed Book 3555 at page 535 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Paul Provance and wife, Amy Provance property dated March 31, 2023 from Paul Provance and wife, Amy Provance to the City of Kingsport, Tennessee, for the amount of \$4,961.00 and recorded in Deed Book 3555 at page 538 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David Joseph Ascough, Jr., and wife, Shestin Elizabeth Ascough property dated March 31, 2023 from David Joseph Ascough, Jr., and wife, Shestin Elizabeth Ascough to the City of Kingsport, Tennessee, for the amount of \$1,198.00 and recorded in Deed Book 3555 at page 541 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Adam K. Clark and wife, Teresa L. Clark property dated March 24, 2023 from Adam K. Clark and wife, Teresa L. Clark to the City of Kingsport, Tennessee, for the amount of \$554.00 and recorded in Deed Book 3555 at page 544 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Johnny C. Marshall and wife, Adele Marshall property dated March 7, 2023 from Johnny C. Marshall and wife, Adele Marshall to the City of Kingsport, Tennessee, for the amount of \$455.00 and recorded in Deed Book 3555 at page 547 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James S. Monday property dated June 13, 2023 from James S. Monday to the City of Kingsport, Tennessee, for the amount of \$2,503.00 and recorded in Deed Book 3572 at page 695 in the Register's Office for Sullivan County at Blountville, Tennessee.



**AGENDA ACTION FORM**

**Consideration of a Resolution Ratifying an Application for the Public Entity Partners 2023-2024 James L Richardson Driver Matching Grant Program**

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

Action Form No.: AF-23-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Kristen Hodgson  
Presentation By: Kristen Hodgson

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The city has applied for the James L. Richardson Driver Matching Grant Program through Public Entity Partners to be used for employee driver safety. The application was submitted October 26, 2023, and on November 11, 2023 the city received approval for up to \$5,000 in matching grant funds.

The city would use the funds for driver simulation training for sanitation drivers. Funding for the training is available in the Streets & Sanitation budget.

**Attachments:**

- 1. Resolution

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

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

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

WHEREAS, the city, through the Streets and Sanitation Department and the and Risk Management Department, applied for a 2023-2024 James L. Richardson Driver Grant from Public Entity Partners (PEP); and

WHEREAS, if awarded, the grant funds will be used use the funds for driver simulation training for sanitation drivers; and

WHEREAS, the grant is in the amount of \$5,000.00, with matching funds required in the amount of \$5,000.00 and those funds are available in the Streets and Sanitation budget..

Now therefore,

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

SECTION I. That the application submitted on October 26, 2023, for the 2023-2024 James L. Richardson Driver Grant from Public Entity Partners (PEP), in the amount of \$5,000.00, is ratified.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive the 2023-2024 James L. Richardson Driver Grant from Public Entity Partners (PEP), in an of \$5,000.00, to deliver the documents 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 application and this resolution.

SECTION III. SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER  
APPROVED AS TO FORM:

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

# **JAMES L. RICHARDSON DRIVER TRAINING MATCHING GRANT PROGRAM**

## **PE Partners GRANT APPLICATION**

<b>Application Date:</b>	10/26/2023 11:36:05 AM
<b>Participant city (or Agency) Name:</b>	City of Kingsport
<b>P.O. Box Address or Street:</b>	415 Broad St
<b>City:</b>	Kingsport
<b>Zip Code:</b>	37660
<b>Contact Person:</b>	Kristen Hodgson
<b>Contact Person - Title:</b>	Risk Manager
<b>Contact Person - Telephone:</b>	423-229-9354
<b>Contact Person - Email:</b>	<a href="mailto:KristenHodgson@KingsportTN.gov">KristenHodgson@KingsportTN.gov</a>
<b>No of Full Time Employees in City/Agency</b>	800
<b>No. Employees Affected by this Purchase:</b>	25
<b>City/Agency Desires to Purchase the Following:</b>	L3 Driver Training Solutions onsite simulator training for solid waste management.
<b>Justification for the Needed Purchase:</b>	The simulator will help train garbage and trash truck drivers how to maneuver in tight spaces and avoid power and phone lines, mailboxes, and other objects near the roadway. Our goal is to decrease the frequency of claims by Sanitation crews.
<b>Estimate #1 - Calculated Total</b>	12,000
<b>Estimate #2 - Calculated Total</b>	0.00
<b>Approving Supervisor - Name</b>	Rodney Deel





**AGENDA ACTION FORM**

**Consideration of a Resolution Ratifying an Application for the Public Entity Partners 2023-2024 Cyber Security Matching Grant Program**

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

Action Form No.: AF- 23-2024  
Work Session: January 16, 2024  
First Reading: January 16, 2024  
Final Adoption: January 16, 2024  
Staff Work By: Kristen Hodgson  
Presentation By: Kristen Hodgson

**Recommendation:**

Approve the resolution.

**Executive Summary:**

The city has applied for the Cyber Security Matching Grant Program through Public Entity Partners to be used for purchasing cyber security tools. The application was submitted January 5, 2024 as the application deadline was January 12, 2024.

The proposed use of the funds is purchasing network switches for the creation of segmented networks, helping to isolate our systems and data from potential threats.

The city is eligible to receive up to \$1,500 in matching funds. Funds are available in the Information Technology budget.

**Attachments:**

- 1. Resolution

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

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

A RESOLUTION TO RATIFY AN APPLICATION FOR A 2023-2024 CYBER SECURITY GRANT THROUGH PUBLIC ENTITY PARTNERS FOR THE KINGSPORT INFORMATION TECHNOLOGY AND RISK MANAGEMENT DEPARTMENTS AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

WHEREAS, the city, through the Kingsport Information Technology Department and Risk Management Department, applied for a 2023-2024 Cyber Security Grant from Public Entity Partners (PEP); and

WHEREAS, if awarded, the grant funds will be used to purchase network switches for the creation of segmented networks, helping to isolate our systems and data from potential threats; and

WHEREAS, the grant is in the amount of \$1,500.00, with matching funds required in the amount of \$1,500.00 and those funds are available in the Information Technology account NC2208.

Now therefore,

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

SECTION I. That the application submitted on January 5, 2024, for the 2023-2024 Cyber Security Grant from Public Entity Partners (PEP), in an amount of \$1,500.00, is ratified.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive the 2023-2024 Cyber Security Grant from Public Entity Partners (PEP), in the amount of \$1,500.00, to deliver the documents 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 application and this resolution.

SECTION III. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER  
APPROVED AS TO FORM:

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

# Cyber Security Matching Grant

## PE Partners Grant Application

<b>Application Date:</b>	1/5/2024 9:02:22 AM
<b>Participant city (or Agency) Name:</b>	City of Kingsport
<b>P.O. Box Address or Street:</b>	415 Broad St
<b>City:</b>	Kingsport
<b>Zip Code:</b>	37660
<b>Contact Person:</b>	Kristen Hodgson
<b>Contact Person - Title:</b>	Risk Manager
<b>Contact Person - Telephone:</b>	423-229-9354
<b>Contact Person - Email:</b>	<a href="mailto:KristenHodgson@KingsportTN.gov">KristenHodgson@KingsportTN.gov</a>
<b>No of Full Time Employees in City/Agency</b>	794
<b>No. Employees Affected by this Purchase:</b>	794
<b>City/Agency Desires to Purchase the Following:</b>	HPE Aruba JL261A 2930F 24G PoE+ 4SFP Switch (Quantity 3)
<b>Justification for the Needed Purchase:</b>	<p>Justification: This upgrade will affect employees city-wide and provide the following enhancements:</p> <p><b>Network Segmentation and Isolation:</b> A network switch allows for the creation of segmented networks, helping to isolate sensitive systems and data from potential threats. This segmentation enhances the overall security posture by limiting lateral movement for attackers within the network.</p> <p><b>Enhanced Traffic Visibility:</b> Advanced network switches often come with features like port mirroring and traffic monitoring, providing cybersecurity professionals with better visibility into network traffic. This enhanced visibility is crucial for detecting and responding to suspicious activities or potential security incidents.</p> <p><b>Quality of Service (QoS) Implementation:</b> QoS features in network switches enable the prioritization of critical traffic, ensuring that essential cybersecurity applications and services receive the necessary bandwidth. This can</p>

	<p>contribute to more effective and responsive cybersecurity operations. Improved Bandwidth and Performance: Upgrading to a modern network switch can provide increased bandwidth and faster data transfer rates. This is essential for handling the high volumes of traffic associated with cybersecurity monitoring, analysis, and incident response activities. Implementation of Network Access Controls: Network switches play a vital role in implementing access controls, such as VLANs (Virtual Local Area Networks) and port security. These controls restrict unauthorized access to sensitive areas of the network, reducing the risk of unauthorized users gaining access to critical systems. Support for Advanced Security Protocols: Many modern network switches come equipped with advanced security protocols, including port security, DHCP snooping, and Dynamic ARP Inspection (DAI). These features contribute to the prevention of common network-based attacks. Resilience and Redundancy: Redundant and resilient network architectures can be established using features like link aggregation and spanning tree protocols. This helps ensure network availability even in the face of hardware failures or network attacks. Facilitation of Security Monitoring Tools: The integration of network switches with security monitoring tools, such as Intrusion Detection Systems (IDS) and Security Information and Event Management (SIEM) solutions, is essential for comprehensive cybersecurity monitoring. The switch becomes a critical point for tapping into network traffic for analysis. Compliance with Security Standards: Investing in a secure and robust network infrastructure aligns with various cybersecurity standards and best practices</p>
<b>Estimate #1 - Calculated Total</b>	\$4,116
<b>Estimate #2 - Calculated Total</b>	\$8,319



**Approving Supervisor - Name**

Mayor Pat Shull





**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve a Donation to the Hawkins County Sheriff's Office**

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

Action Form No.: AF-30-2024  
Work Session: January 16, 2024  
First Reading: N/A  
Final Adoption: January 16, 2024  
Staff Work By: Phipps/Winkle  
Presentation By: McCartt/Winkle

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
The Kingsport Police Department recently received a grant and was able to purchase new Tasers. The old equipment is still functionable, but no longer needed. In addition, the department has transitioned to a newer weapon and the old holsters and magazine pouches are no longer needed. There are certain regulations which allow for sale or donation of police equipment and the city would like to donate the equipment to the Hawkins County Sheriff's Office, who has expressed an interest in the items. It is our desire to have these items declared surplus and a donation made to the Sheriff's Office. The total approximate value of these items is \$15,320.00.

The breakdown of the equipment to be donated is below:

.45 caliber holsters	(152) @ \$35.00 =	\$5,320.00
.45 caliber magazine pouches	(120) @ \$10.00 =	\$1,200.00
Tasers	(88) @ \$100.00 =	\$8,800.00
<b>TOTAL</b>		<b>\$15,320.00</b>

**Attachments:**  
1. Resolution

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

Item XII9.

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

A RESOLUTION AUTHORIZING THE DONATION OF SUPRLUS  
PERSONAL PROPERTY PERVIOUSLY UTILIZED BY THE  
POLICE DEPARTMENT TO THE HAWKINS COUNTY SHERIFF'S  
OFFICE

WHEREAS, the Kingsport Police Department has surplus personal property in the form of tasers, holsters, and magazine pouches and for which the Hawkins County Sheriff's Office has expressed interest; and

WHEREAS, the items include .45 caliber holsters (152), .45 caliber magazine pouches (120) and tasers (88); and

WHEREAS, recently the police department received a grant to purchase new tasers replace existing tasers that, while still serviceable, are outdated; and

WHEREAS, additionally, the police department has transitioned to a new model of service weapon and is no longer in need of the holsters and magazine pouches compatible with the previous model of service weapon; and

WHEREAS, the total value of the equipment is \$15,320.00 and the equipment is of no use or benefit to any other city department; and

WHEREAS, Kingsport Code of Ordinances section 2-571(4)(e) permits surplus property to be transferred to another governmental entity or agency at or below reasonable market value; and

WHEREAS, the board finds it to be in the best interest of the city to donate this equipment for which the city no longer has any use or benefit to the Hawkins County Sheriff's Office.

Now therefore,

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

SECTION I. That the board, pursuant to the findings set forth above which are incorporated herein by reference, authorizes the donation of the holsters, magazine pouches, and tasers to the Hawkins County Sheriff's Office.

SECTION II. That this donation is authorized pursuant to Kingsport Code of Ordinances section 2-571(4)(3), and the board hereby waives any other requirements for the disposal of surplus personal property pursuant to Kingsport Code of Ordinances section 2-571(7).

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

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

ADOPTED this the 16th day of January, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:


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



# KINGSPORT POLICE DEPARTMENT

## MEMORANDUM

**TO:** Lisa Winkle, City Recorder/Treasurer

**FROM:** Dale Phipps, Chief of Police 

**RE:** Surplus Equipment

**DATE:** January 9, 2024

As you are aware, the police department recently received a Violent Crime Intervention Funding Grant (VCIF), whereby we were able to purchase new Tasers for our police officers. These new Tasers replaced our existing outdated models. These old Tasers are still serviceable and could be utilized by another department, if they chose to accept them. We've reached out to the Hawkins County Sheriff's Office to solicit their interest in obtaining our old Tasers for their use. After speaking with some of their command staff, they are more than appreciative of the possibility of bringing on Tasers for their patrol deputies.

There are a total of 88 Tasers, estimated value of \$8,800.00, which could be donated to the Sheriff's Office. In addition, KPD has no use for the old Tasers, as they cannot be interchanged with the newer model. Therefore, it is my recommendation to have these old Tasers to be declared as surplus, so that the Kingsport Police Department can donate them to the Hawkins County Sheriff's Office. Individual model numbers can be provided upon request.

As well, we have transitioned from our duty weapon of Glock 21 to a Glock 47. Due to this transition, we are no longer in need of retaining the 152 holsters, valued at \$5,320.00, and 120 magazine holders, valued at \$1,200.00 for the 21. The combined estimate of the proposed donated items is valued at \$15,320.00. Hawkins County Sheriff's Office has also expressed an interest in obtaining the holsters and holders for their use with their patrol deputies. KPD has no future use for these holsters and holders. Again, it is my recommendation to have these declared surplus, so that a donation can be made to the Hawkins County Sheriff's Office.

Thank you for your attention in this matter and if you need anything further, please feel free to reach out to me.

Respectfully submitted.

Approved  \_\_\_\_\_

Disapproved \_\_\_\_\_

Lisa Winkle, City Recorder/Treasurer  \_\_\_\_\_

Date 1-9-24

