



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, July 18, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Pastor Chris Brown, Colonial Heights United Methodist Church

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards - Sharon Hayes

VI. APPOINTMENTS

- 1.** Consideration of Appointments to the Construction Board of Adjustments and Appeals (AF-205-2023) (Mayor Shull)
- 2.** Consideration of Appointments to the Tree Advisory Board (AF-206-2023) (Mayor Shull)
- 3.** Consideration of Appointments to the Kingsport Public Library Commission (AF-204-2023) (Mayor Shull)
- 4.** Consideration of an Appointment to the Regional Planning Commission (AF-225-2023) (Mayor Shull)
- 5.** Consideration of Appointments to the Historic Zoning Commission (AF-226-2023) (Mayor Shull)

VII. APPROVAL OF MINUTES

- 1.** June 19, 2023 - Work Session
- 2.** June 20, 2023 - Business Meeting

VIII. PUBLIC HEARINGS

- 1.** Consideration of an Ordinance to Amend Zoning of Tax Map 46P, Group F, a Portion of Parcels 9.50 and 10.50 Located Along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District (AF-241-2023) (Ken Weems)

COMMENT

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

IX. BUSINESS MATTERS REQUIRING FIRST READING

- 1.** Consideration of an Ordinance to Amend the FY2024 General Purpose School Fund Budget (AF-242-2023) (David Frye)
- 2.** Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-245-2023) (Chris McCartt)

- [3.](#) Consideration of a Budget Adjustment Ordinance for FY2024 (AF-246-2023) (Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-198-2023) (Chris McCartt)
- [2.](#) Consideration of an Ordinance to Amend the FY 2023 General Purpose School Fund and the General Project Fund Budgets (AF-19-2023) (David Frye)
- [3.](#) Consideration of an Ordinance to Amend the FY 2023 School Nutrition Services Fund Budget (AF-110-2023) (David Frye)
- [4.](#) Consideration of an Ordinance to Amend the FY 2023 School Federal Projects Fund Budget (AF-111-2023) (David Frye)
- [5.](#) Consideration of an Ordinance to Amend the FY 2023 School Special Projects Fund Budget (AF-112-2023) (David Frye)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Approve a Change Order to Emergency Repair Contract with GRC Civil Services for the Moreland Drive Sewer Forcemain (AF-215-2023) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution Authorizing a Services Agreement with Bailey Computing Technology, Inc. (BCTI) for Technical Services (AF-199-2023) (Floyd Bailey)
- [3.](#) Consideration of a Resolution Authorizing the City Manager to Execute Purchase Order(s) for Microsoft 365 Licenses (AF-200-2023) (Floyd Bailey)
- [4.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Purchase Agreement with Municipal Emergency Services (MES) and the City of Kingsport Fire Department (KFD) Utilizing Sourcewell Cooperative Purchasing Agreement (AF-217-2023) (Scott Boyd)
- [5.](#) Consideration of a Resolution to Amend an Agreement with Barge Design Solutions Inc. for Additional Professional and Survey Services for the Riverbend Park Project (AF-219-2023) (Michael Borders)
- [6.](#) Consideration of a Resolution to Approve Submittal of a BlueCross BlueShield Healthy Place Grant Application (AF-212-2023) (Michael Borders)

- [7.](#) Consideration of a Resolution to Amend Lease Agreements with Various Not-For Profit Entities to Extend the Term at V.O. Dobbins, Sr. Complex (AF-227-2023) (Michael Borders)
- [8.](#) Consideration of a Resolution to Approve Submittal of a Healthy Built Environment Grant Application (AF-210-2023) (Michael T. Borders)
- [9.](#) Consideration of a Resolution to Accept from the Kingsport Rotary Club a Donation of an Information Kiosk Located at the Veterans Memorial in J. Fred Johnson Park (AF-211-2023) (Michael Borders)
- [10.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Virginia Department of Transportation on Behalf of the Kingsport MTPO (AF-222-2023) (Lesley Phillips)
- [11.](#) Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Kingsport Tribe Youth Football and Cheer (AF-235-2023) (Michael Borders)
- [12.](#) Consideration of a Resolution to Purchase the “Watermelon Slices” Sculpture (AF-208-2023) (Michael Borders)
- [13.](#) Consideration of a Resolution to Amend the City's Pay Plan Policy #30 (AF-142-2023) (Tyra Copas)
- [14.](#) Consideration of a Resolution to Amend the Wage and Salary Policy for City Employees (AF-143-2023) (Tyra Copas)
- [15.](#) Consideration of a Resolution Approving a Release with GEICO Insurance for Damage to City Property (AF-240-2023) (Chris McCartt)
- [16.](#) Consideration of a Resolution to Award the Long-Term Disability Program RFP (AF-179-2023) (Michael Wessely)
- [17.](#) Consideration of a Resolution for City to enter into an Agreement with Icon Environmental, LLC for Services at Kingsport’s Construction & Demolition Landfill (AF-233-2023) (Ryan McReynolds)
- [18.](#) Consideration of a Resolution to Rescind the Award for the Purchase of Four (4) Cutaway Style Mini-Bus 18 Passenger (AF-244-2023) (Chris McCartt)
- [19.](#) Consideration of a Resolution to Approve Write Off of Property Tax from Tax Year 2012 (AF-213-2023) (Joe May)

- [20.](#) Consideration of a Resolution Authorizing the Mayor to Execute CDBG Sub-recipient Agreements. (AF-149-2023) (Michael Price)
- [21.](#) Consideration of a Resolution Authorizing the Mayor to Execute CDBG CARES Act Sub-recipient Agreements (AF-218-2023) (Michael Price)
- [22.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant from the State of Tennessee School Resource Officer (SRO) Grant Program (AF-202-2023) (Dale Phipps)
- [23.](#) Consideration of a Resolution to Approve an Interlocal Agreement Between the City of Kingsport and the Kingsport Life Saving Crew (AF-95-2023) (Terry Arnold)
- [24.](#) Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Partnership Grant for FY24 and Approving the Grant Contract (AF-207-203) (Michael Borders)
- [25.](#) Consideration of a Resolution to Rescind the Award for the Purchase with E-Z-Go Golf Carts (AF-247-2023) (Chris McCartt)
- [26.](#) Consideration of a Resolution Authorizing the Disbursement of Insurance Proceeds for Remediation Services at the Tribe Athletic Complex (AF-231-2023) (Bart Rowlett)

XII. CONSENT AGENDA

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

- [1.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete a Memorandum of Understanding (MOU) with Kingsport City Schools and Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2024 (AF-203-2023) (Dale Phipps)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Violent Crime Intervention Fund Grant for FY2024 (AF-224-2023) (Dale Phipps)
- [3.](#) Consideration of Resolution to Authorize the Mayor to Execute and Sign a Memorandum of Understanding Between TBI and Kingsport Police Department to Permit KPD Narcotic Detectives to be Members of the Drug Overdose Task Force (AF-228-2023) (Dale Phipps)

- [4.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for \$26,000 from the Department of Justice FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF-238-2023) (Chief Dale Phipps)
- [5.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Signatory Authority Form Allowing the Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2023 (AF-239-2023) (Chief Dale Phipps)
- [6.](#) Consideration of a Resolution Amending FY the 2022/2023 Agreements for the Appalachia Service Project, Inc. and CASA for Kids (AF-220-2023) (Michael Price)
- [7.](#) Consideration of a Resolution to Approve Addendum 9 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-243-2023) (David Frye)
- [8.](#) Consideration of a Resolution Authorizing the Mayor to Accept Donations from Ballad Health for John Sevier Middle School's Reset Room (AF-221-2023) (David Frye)
- [9.](#) Consideration of a Resolution to Renew the MOU with Camelot Care Centers for Kingsport City Schools and Authorizing the Mayor to Execute All Applicable Documents (AF-229-2023) (David Frye)
- [10.](#) Consideration of a Resolution to Declare Dome Technology as a Sole Source Sub-Contractor for the Buck Van Huss Dome Renovation Project (AF-232-2023) (David Frye)
- [11.](#) Consideration of a Resolution to Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-230-2023) (David Frye)
- [12.](#) Consideration of a Resolution Authorizing the City Manager to Purchase ContentKeeper for Kingsport City Schools from Central Technologies Using TIPS Cooperative Purchasing (AF-236-2023) (David Frye)
- [13.](#) Consideration of a Resolution to Designate Signatory Authority for MS4 Annual Reporting and Overflow Reporting in MyTDEC Portal (AF-214-2023) (Ryan McReynolds)
- [14.](#) Consideration of a Resolution to Renew the Kingsport Art Guild Lease at the Kingsport Renaissance Center (AF-209-2023) (Michael T. Borders)

- [15.](#) Consideration of a Resolution to Authorize the Mayor to Sign for the FY24 FTAAAD Senior Center Grant Contract (AF-234-2023) (Shirley Buchanan)
- [16.](#) Consideration of a Resolution Authorizing the Mayor to Sign the Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Lease (AF-159-2023) (Michael T. Borders)
- [17.](#) Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Tri-Cities United Soccer Club (AF-237-2023) (Michael T. Borders)
- [18.](#) Consideration of a Resolution to Authorizing the Mayor to Execute a SCSEP Host Agency Agreement with First Tennessee Human Resource Agency for Bays Mountain Park (AF-249-2023) (Michael T. Borders)

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

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

3. Visitors

XIV. ADJOURN

Roger Barnett, AIA

Owner, Design Build Construction, LLC of TN
2400 John B. Dennis Hwy., Suite 2
Kingsport, TN 37660

Roger holds a degree in Architecture from the University of Tennessee and is licensed in both Tennessee and Virginia. Overseeing construction projects and providing cost estimates are just a few of the things you'll find Roger doing on any given day.

Andrew Wilson

Andrew Wilson is the Forester for Appalachian Electrical Power (AEP) in the northeast Tennessee region. He joined AEP in 2022.

Andrew graduated from Southern Illinois University in 2005 with a BS degree in Forestry. He has worked in the field of Utility Forestry for 15 years for various utility companies from Pennsylvania to California.

Andrew and his family moved to Tennessee in 2013 where he worked in the Knoxville area before coming to Kingsport to work with AEP. In his current role with AEP, Andrew surveys trees and vegetation surrounding the utility infrastructure. He consults with utility customers when an issue arises where vegetation or trees on their property are interfering with the utility lines or pose a potential hazard. He manages the work planners and tree crew contractors.

Angie Hyché

Angie Hyché is a certified professional organizer (CPO®), author, speaker, podcaster, and the owner of Shipshape Solutions in Kingsport, Tennessee. She is passionate about helping people unclutter and simplify their lives so they can focus on what's most important and spend time doing what they love.

Angie and her husband Eric live in a small loft in downtown Kingsport. In 2019, they shed approximately 75% of their belongings in order to simplify their own lives. They love living downtown and walking and riding their bicycles to as many places as they can.

Angie has a B.S. in Biology from Tennessee Technological University and an M.S. in Medical Science from Emory University. She worked in the fields of medicine (as a physician assistant in pediatrics) and education (as a high school science teacher and an elementary teaching assistant) before starting her organizing business.

Her favorite things to do in her free time include hiking in national parks with Eric, visiting her grown daughters Emma and Lydia, reading, and performing in community theatre.

Angie Hyché, CPO®
Shipshape Solutions
423-567-4273
angie@shipshape.solutions
<https://shipshape.solutions>

John Deats

John has an MLS from North Texas University. He began work in 1976 at the Howard County, TX Library for 3 years followed by 11 years at Midland County, TX Public Library. He next was the Director of the Midland College Library for 28 years.

He is married to Carol Smith, a DB grad. Her Mother taught English at DB and her dad worked at the Press. The Deats moved here in July 2022.

John Deats
1800 Birchfield Private Court
Kingsport, TN 37660
620-687-2671



Tim Lorimer

1521 Fairidge Drive

Kingsport, Tennessee 37664

Experience

1988 –Present (35 Years)

GRC Construction • Vice President • Pre-Construction / Estimating.

1983–1988 (5 Years)

Rentenbach & Wright, Inc. • Reprographics / Architectural Designer

Education

Tri-Cities State Technical Institute, Blountville, Tennessee

1981 – 1983 Associate Degree in Drafting Design Technology

About

Born in 1963 in Miami, Florida lived there 11 years, in 1974 moved to Atlanta, Georgia lived there 7 years, moved to Kingsport, Tennessee in 1981 and have lived here for 42 years.

Married to Tory Lorimer and have 4 Children (all girls), Ashley Ellis (33), Morgan Evans (30), Baylee Waye (23), and Rylee Waye (20). We have two Granddaughters, Anderson Ellis (12), and Lainee Ellis (7).

We live in the Fairacres Community.

Leadership (Boards Served)

AGC of the Tri-Cities Board Member

Rascals Teen Center Board Member

Hobbies

Glamping (Fifth Wheel Camping – 35')

Sailing (Catamaran - 45')

work

130 Regional Park Drive
Kingsport, TN 37660



home

1521 Fairidge Drive
Kingsport, TN 37664



cell

423.360.1659



work

timL@grcinc.com



work

www.grcinc.com



Item VI5.

Joe Cross

Professional Background

Joe Cross is a U.S. Marine (1993-2014) who retired in 2014 as a Lieutenant Colonel. During his career, he served as an artillery officer with assignments to the 1st Marine Division (Camp Pendleton, CA), 3rd Marine Division (Okinawa, Japan), & U.S. Pacific Command (Camp Smith, Hawaii). Joe completed combat tours in Iraq as a Battery Commander in 2003, and in Afghanistan as a combat advisor to the Afghan National Army in 2007. He also served at the American Embassy, Bangkok, Thailand as a company officer for Marine Security Guard detachments throughout the Asia-Pacific region and is proud to have had a role in re-opening the U.S. Embassy in Hanoi, Vietnam in 1997. Joe is currently employed as a federal civilian with the Marine Corps Systems Command where he serves as an information technology acquisition manager in a full-time remote position with occasional travel to Quantico, Virginia.

Professional Certifications

Project Management Professional (PMP), Project Management Institute
Security +, Computer Training Industry Association (COMPTIA)
Network +, COMPTIA

Educational Background

Joe holds a B.A. in History from the University of Memphis (1993), and an M.A. in Human Relations from the University of Oklahoma (2006).

Personal Information

Joe is married to Kylie Cross, a native of Brisbane, Australia. Kylie is a former registered nurse and held numerous positions while a military spouse. She is currently a full-time student at Park University (St. Louis, Missouri) and is completing a second degree in Social Psychology. Their son is Jack Cross, a May 2023 graduate of the Virginia Military Institute with a B.S. in Civil Engineering and a newly commissioned Second Lieutenant in the U.S. Air Force (Civil Engineering Corps). Their daughter is Elsie, a rising 7th grader at John Sevier Middle School, where she is an enthusiastic member of the JSMC Orchestra (violin) and was recently invited to join the Symphony of the Mountains orchestra for Fall 2023. Lastly, the family has a Pembroke Welsh Corgi named Shadow who enjoys walks at Ridgefield's Park and confronting deer.

Joe first visited friends in Kingsport in 1993 while in college. He has traveled through the area numerous times over the years, often enroute to assignments in Quantico, Virginia from his hometown of Portland, Tennessee. He has been a full-time resident of Kingsport since the summer of 2022, where he and Kylie fully appreciate the wonderful community and people, unique history, rustic natural beauty, and top-notch public school system.

Scott Schriefer

scottandbj@gmail.com

Scott grew up in North Carolina and worked for 20 years in North Carolina and Virginia, both in sales and operations management for millwork companies. He began pastoring churches and developing a nursing home ministry in 2006 and has been in full-time ministry since then.

Scott and his wife, Naomi, now serve as full-time missionaries in the greater Kingsport area to the senior adult population - pastoring in local nursing homes and assisted living facilities. While living in Virginia, he served on a Credit Union Board and two advisory boards with the University of Virginia Cancer Center.

In April of 2020 Scott and his family moved to Kingsport and currently reside in the Park Hill Historic Neighborhood. He and his wife have six children and one grandchild.



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 19, 2023 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

- I. **CALL TO ORDER** by Mayor Shull at 4:30 p.m.
- II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle
- III. **DISCUSSION ITEMS**

1. **KEDB / NETWORKS Update** - Craig Denison, Clay Walker

Craig Denison with KEDB gave an update on what has been going on since the first of the year concerning economic development. He provided details on several projects that have been approved and moving forward. Alderman Montgomery asked for an estimate on the dollar amount of all of the projects and he stated he would work that up and get back to the board. The City Manager added KEDB has been extremely busy assisting the city with many projects and stated his appreciation for all their hard work.

Clay Walker with NETWORKS presented information on new programs that will be beneficial to the city. He also discussed other hopeful projects coming along as well as other upcoming events to boost networking among industry and provided details on strategizing efforts. Lastly, Mr. Walker discussed efforts involving regional and economic development and the progress that has been made with the status of the HUB. Some discussion followed as he answered questions from the board involving Aerospace Park.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 19, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

2. DKA / Visit Kingsport Update - Robin Cleary, Frank Lett, Lara Potter

Frank Lett gave a presentation highlighting the programs and events that fall under DKA and Visit Kingsport, noting the significance of tourism in Tennessee. He provided statistics on the economic impact it has on Kingsport. He confirmed for the mayor that there has been improvement since before the pandemic. He listed several events happening in Kingsport in 2023, both past and upcoming.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the June 20, 2023 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

XI.1 Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Magnolia Ridge Development, LLC, Related to the Magnolia Ridge Phase 1 Development (AF-175-2023) There was some discussion on the need for further investments down the road. The City Manager agreed but pointed out this item is a critical first step in the process

XI.8 Consideration of a Resolution to Approve A Change Order for the Riverbend Park Phase 1 Project (AF-195-2023) Deputy City Manager Borders provided further details this item, noting the need for stabilizing the foundation of this structure.

XI.12 Consideration of a Resolution Awarding GRC Construction the Bid for Bays Mountain Park Nature Center Phase 1 (AF-189-2023) Mr. Borders gave a presentation on this item as well as the following item. He provided details noting the park attracted a one million dollar donor and the specifics on moving forward with the Nature Center. Mr. Borders provided details on the possible construction time line and how it will impact the park. He mentioned the Planetarium isn't included in the hopes another sponsor might come forward.

XI.13 Consideration of a Resolution Renaming the Bays Mountain Park Nature Center to "The Good Steward Nature Center" (AF-191-2023) See Item IX.12.

XI.16 Consideration of a Resolution Authorizing Visit Kingsport to Make Improvements to Hunter Wright Stadium (AF-194-2023) The City Manager provided information on this item, including details on this partnership to purchase artificial turf and the many benefits this transition will provide.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 19, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XI.19 Consideration of a Resolution to Award the Employee Physical Wellness Program RFP (AF-178-2023) Human Resource Manager Tyra Copas discussed this item, noting staff has evaluated this program over the last year and re-crafted the RFP to meet the City's needs. She confirmed this program is for full-time and part-time employees.

XI.20 Consideration of a Resolution to Award the Employee Wellness Center to Premise Health (AF-177-2023) Ms. Copas provided details on this item, pointing out this refers to the clinic and is different than the previous item.

XI.23 Authorizing the Issuance of General Obligation Public improvement Bond, Series 2023 in an Amount Not to Exceed \$63,500,000 (AF-201-2023) Mr. McCartt discussed this item pointing out the not to exceed amount in the hopes the total will be less. City Recorder/Treasurer Winkle provided further details including the timeline and next steps for this process.

V. ITEMS OF INTEREST

- 1. Projects Status in Pictures**
- 2. Projects Status Report**

VI. ADJOURN

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

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 20, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Ryan McReynolds, Deputy City Manager
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Barry Brickey.
- III. **INVOCATION** led by Pastor Adam Love, Mafair United Methodist Church.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Pete Lodal - Parks and Recreation Advisory Committee** (Mayor Shull)
 2. **Employee Dependent Scholarship Recipients** (Tyra Copas)
 3. **Keep Kingsport Beautiful Beautification Awards** (Sharon Hayes)
 4. **26th Annual Northeast Tennessee Tourism Pinnacle Awards:**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 20, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Visit Kingsport Partnership of the Year - Kingsport Public Works (Alderman Montgomery)

Best Public Relations Campaign - Bays Mountain Park Bobcats (Vice Mayor George)

Roll With It - Gingy-Christmas Connection Ambassador (Alderman Cooper)

Attraction of the Year - Scott Adams Memorial Skate Park (Alderman Duncan)

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

Motion made by Alderman Olterman, Seconded by Alderman Phillips.

1. **Consideration of Appointments to the Regional Planning Commission** (AF-185-2023)
(Mayor Shull)

APPOINTMENTS OF ANNE GREENFIELD AND JASON SNAPP TO SERVE A FOUR-YEAR TERM ON THE REGIONAL PLANNING COMMISSION EFFECTIVE JULY 1, 2023 AND EXPIRING ON JUNE 30, 2027 AND APPOINTMENT OF CHIP MILLICAN WHO WILL FULFILL THE UNEXPIRED TERM OF BRAD BLACKWELL EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2024.

2. **Consideration of Appointments to Petworks** (AF-188-2023) (Mayor Shull)

REAPPOINTMENTS OF BONNIE MACDONALD TO SERVE ANOTHER ONE-YEAR TERM EXPIRING ON JULY 1, 2024 AND JOHN CAMPBELL TO SERVE ANOTHER TWO-YEAR TERM EXPIRING ON JULY 1, 2025 TO THE PETWORKS BOARD; ALL APPOINTMENTS ARE EFFECTIVE IMMEDIATELY.

Passed: All present voting "aye."

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

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

1. **June 5, 2023 - Work Session**
2. **June 6, 2023 - Business Meeting**

Passed: All present voting "aye."

VIII. PUBLIC HEARINGS None.

COMMENT

Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items.

Alan Meade, Lynn Garden Advisory Committee Chair, commented on the Parks and Rec Advisory Committee and thanked the BMA.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 20, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IX. BUSINESS MATTERS REQUIRING FIRST READING

- 1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-198-2023) (Chris McCartt)**

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

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

Passed: All present voting "aye."

- 2. Consideration of an Ordinance to Amend the FY 2023 the General Purpose School Fund and the General Project Fund Budgets (AF-19-2023) (David Frye)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of an Ordinance to Amend the FY 2023 School Nutrition Services Fund Budget (AF-110-2023) (David Frye)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 4. Consideration of an Ordinance to Amend the FY 2023 School Federal Projects Fund Budget (AF-111-2023) (David Frye)**

Motion made by Alderman Cooper, Seconded by Alderman Montgomery.

AN ORDINANCE TO AMEND THE FY 2023 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 5. Consideration of an Ordinance to Amend the FY 2023 School Special Projects Fund Budget (AF-112-2023) (David Frye)**

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 20, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

AN ORDINANCE TO AMEND THE FY 2023 SCHOOL SPECIAL PROJECTS FUND BUDGET;
AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23** (AF-106-2023) (Chris McCartt)

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

ORDINANCE NO 7083 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; 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

- 2. Consideration of an Ordinance to Adopt the FY 2023-2024 Budget** (AF-166-2023) (Chris McCartt)

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

ORDINANCE NO 7084 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of an Ordinance to Adopt the FY 2023-2024 Water Budget** (AF-167-2023) (Chris McCartt)

Motion to amend made by Vice-Mayor George, Seconded by Alderman Phillips.

TO AMEND AS READ BY CITY ATTORNEY ROWLETT. All present voting "aye."

Motion made by Alderman Olterman, Seconded by Alderman Cooper to approve as amended.

ORDINANCE NO 7085 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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- 4. Consideration of an Ordinance to Adopt the FY 2023-2024 Sewer Budget (AF-168-2023)**
(Chris McCartt)

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

ORDINANCE NO 7086 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 5. Consideration of an Ordinance to Adopt the FY 2023-2024 Metropolitan Planning Project Grant Fund Budget (AF-169-2023)** (Chris McCartt)

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

ORDINANCE NO 7087 AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; 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

- 6. Consideration of an Ordinance to Adopt the FY 2023-2024 Community Development Block Grant Fund Budget (AF-170-2023)** (Chris McCartt)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

ORDINANCE NO 7088 AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 7. Consideration of an Ordinance to Adopt the FY 2023-2024 School Public Law 93-380 Grant Projects Fund Budget (AF-171-2023)** (Chris McCartt)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

ORDINANCE NO 7089 AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

8. Consideration of an Ordinance to Adopt the FY 2023-2024 Schools Special Projects Grant Fund Budget (AF-172-2023) (Chris McCartt)

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

ORDINANCE NO 7090 AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

9. Consideration of an Ordinance to Amend Kingsport Code of Ordinances Section 30-29 Pertaining to Court Costs for Kingsport City Court (AF-128-2023) (Chris McCartt)

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

ORDINANCE NO 7091 AN ORDINANCE AMENDING SECTION 30-29 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, TO PROVIDE FOR AN INCREASE IN COURT COSTS FOR CITY COURT; TO REMOVE PROVISIONS RELATIVE TO THE ELECTRONIC CITATION FEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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 Authorize the Reimbursement of Materials Agreement Funds to Magnolia Ridge Development, LLC, Related to the Magnolia Ridge Phase 1 Development (AF-175-2023) (Ryan McReynolds)

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

RESOLUTION NO. 2023-277 A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO MAGNOLIA RIDGE DEVELOPMENT, LLC FOR THE MAGNOLIA RIDGE PHASE 1 DEVELOPMENT

Passed: All present voting "aye."

2. Consideration of a Resolution to Transfer Patton Store to the Industrial Development Board of the City of Kingsport (AF-184-2023) (John Rose)

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

RESOLUTION NO. 2023-278 A RESOLUTION AUTHORIZING DONATION OF REAL PROPERTY COMMONLY KNOWN AS THE PATTON STORE PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE QUITCLAIM DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT

Passed: All present voting "aye."

- 3. Consideration of a Resolution to Transfer 2024 Brickyard Park Drive and 400 Hill Street to the Industrial Development Board of the City of Kingsport (AF-164-2023) (John Rose)**

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

RESOLUTION NO. 2023-279 A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED AT 2024 BRICKYARD PARK DRIVE AND 400 HILL STREET TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE QUITCLAIM DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Transfer 1180 Riverbend Drive to the Industrial Development Board of the City of Kingsport (AF-163-2023) (John Rose)**

Motion made by Alderman Cooper, Seconded by Alderman Phillips.

RESOLUTION NO. 2023-280 A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED AT 1180 RIVERBEND DRIVE TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE QUITCLAIM DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD

Passed: All present voting "aye."

- 5. Consideration of a Resolution Authorizing a Financial Contribution if Needed to the Kingsport Economic Development Board Relative to Property Located at 301 West Main Street and Authorizing the Execution of All Necessary and Proper Documents (AF-190-2023) (Chris McCartt)**

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

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RESOLUTION NO. 2023-281 A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATIVE TO THE BOARD'S IMPROVEMENT OF LEASED SPACE, AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

6. **Consideration of a Resolution Authorizing a Financial Contribution if Needed to the Kingsport Economic Development Board Relative to the Dobyms-Taylor Warehouse and Authorizing the Execution of all Necessary and Proper Documents (AF-176-2023) (Chris McCartt)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

RESOLUTION NO. 2023-282 A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATIVE TO THE LEASE OF THE KINGSFORT HOSIERY MILLS PROPERTY, AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

7. **Consideration of a Resolution to Approve Amendment Four to the Riverbend Park Redevelopment Agreement with KHRA for Development of Riverbend Park (AF-196-2023) (Michael T. Borders)**

Motion made by Alderman Phillips, Seconded by Alderman Montgomery

RESOLUTION NO. 2023-283 A RESOLUTION APPROVING AMENDMENT FOUR TO THE REDEVELOPMENT AGREEMENT WITH THE KINGSFORT HOUSING & REDEVELOPMENT AUTHORITY TO EXTEND THE DATE OF COMPLETION OF THE RIVERBEND REDEVELOPMENT DISTRICT PARK; AUTHORIZING THE MAYOR TO EXECUTE THE

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AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

8. **Consideration of a Resolution to Approve A Change Order for the Riverbend Park Phase 1 Project** (AF-195-2023) (Michael T. Borders)

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

RESOLUTION NO. 2023-284 A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH KING GENERAL CONTRACTORS, INC. TO COMPLETE THE RIVERBEND PARK PHASE 1 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

9. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Enter into a Contractual Agreement, TDOT Project No: 825339-S3-006 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses** (AF-186-2023) (Candace Sherer)

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-285 A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR TDOT PROJECT NO. 825339-S3-006 FOR REIMBURSEMENT OF CAPITAL EXPENSES FOR REPLACEMENT TRANSIT VEHICLES 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."

10. **Consideration of a Resolution Authorizing the Mayor to Sign the Pepsi Addendum for the City of Kingsport, Kingsport Aquatic Center** (AF-180-2023) (Michael Borders)

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

RESOLUTION NO. 2023-286 A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH PEPSI BEVERAGE COMPANY; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

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11. **Consideration of a Resolution Awarding the Bid for the Purchase of Rock Salt for FY24**
(AF-182-2023) (Ryan McReynolds)

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

RESOLUTION NO. 2023-287 A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ROCK SALT TO COMPASS MINERALS AMERICA, INC. AND ALTERNATIVELY PURSUANT TO STATE CONTRACT NO.: 507 AS A SECONDARY SOURCE IF NEEDED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

12. **Consideration of a Resolution Awarding GRC Construction the Bid for Bays Mountain Park Nature Center Phase 1** (AF-189-2023) (Michael T. Borders)

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

RESOLUTION NO. 2023-288 A RESOLUTION AWARDING THE BID FOR THE BAYS MOUNTAIN PARK NATURE CENTER PHASE 1 CONSTRUCTION PROJECT TO GOINS RASH CAIN, INC. D/B/A GRC CONSTRUCTION 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."

13. **Consideration of a Resolution Renaming the Bays Mountain Park Nature Center to "The Good Steward Nature Center"** (AF-191-2023) (Michael T. Borders)

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

RESOLUTION NO. 2023-289 A RESOLUTION TO RENAME THE BAYS MOUNTAIN PARK NATURE INTERPRETIVE CENTER AND PLANETARIUM TO THE GOOD STEWARD NATURE CENTER

Passed: All present voting "aye."

14. **Consideration of a Resolution Accepting a Donation from General Shale for Materials for an Outdoor Kitchen & Bar at MeadowView** (AF-193-2023) (Michael T. Borders)

Motion made by Alderman Cooper, Seconded by Alderman Montgomery.

RESOLUTION NO. 2023-290 A RESOLUTION ACCEPTING A DONATION OF MATERIALS FOR AN OUTDOOR KITCHEN AND BAR AT MEADOWVIEW CONVENTION CENTER AND CATTAILS GOLF COURSE FROM GENERAL SHALE

Passed: All present voting "aye."

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- 15. Consideration of a Resolution to Enter into a Sponsorship Agreement with Knoxville TVA Credit Union for Naming Rights for the "Knoxville TVA Employee Credit Union Kid's Cave" (AF-192-2023) (Michael T. Borders)**

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

RESOLUTION NO. 2023-291 A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT WITH KNOXVILLE TENNESSEE VALLEY AUTHORITY EMPLOYEE CREDIT UNION AND NAMING OF THE KID'S CAVE FEATURE AT THE BAYS MOUNTAIN PARK NATURE CENTER; 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."

- 16. Consideration of a Resolution Authorizing Visit Kingsport to Make Improvements to Hunter Wright Stadium (AF-194-2023) (Michael T. Borders)**

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

RESOLUTION NO. 2023-292 A RESOLUTION AUTHORIZING THE KINGSFORT CONVENTION AND VISITORS BUREAU TO MAKE AN IMPROVEMENT THROUGH THE INSTALLATION OF ARTIFICIAL TURF AT HUNTER WRIGHT STADIUM, AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT RELATIVE TO THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 17. Consideration of the Resolution Authorizing the Acquisition of Microsoft Server Operating System Licenses (AF-90-2023) (Floyd Bailey)**

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

RESOLUTION NO. 2023-293 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO BAILEY COMPUTING TECHNOLOGIES, INC. FOR THE ACQUISITION OF MICROSOFT SERVER 2022 DATA CENTER LICENSES UNDER THE TERMS OF NATIONAL PURCHASING ALLIANCE CONTRACT NO.: 01-96

Passed: All present voting "aye."

- 18. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply and Accept a Section 5339 Capital Grant from FTA for Transit Vehicles from the U.S. Department of Transportation (AF-181-2023) (Candace Sherer)**

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

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RESOLUTION NO. 2023-294 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SECTION 5339 CAPITAL GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION

Passed: All present voting "aye."

- 19. Consideration of a Resolution to Award the Employee Physical Wellness Program RFP (AF-178-2023) (Tyra Copas)**

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

RESOLUTION NO. 2023-295 A RESOLUTION AWARDDING THE REQUEST FOR PROPOSALS TO CORA PHYSICAL THERAPY FOR EMPLOYEE PHYSICAL WELLNESS SERVICES 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" except for Alderman Olterman voting "nay."

- 20. Consideration of a Resolution to Award the Employee Wellness Center to Premise Health (AF-177-2023) (Tyra Copas)**

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

RESOLUTION NO. 2023-296 A RESOLUTION AWARDDING THE PROPOSAL OF PREMISE HEALTH EMPLOYER SOLUTIONS, LLC, AS THE PROVIDER AND ADMINISTRATOR OF HEALTH, WELLNESS, AND OCCUPATIONAL MEDICINE SERVICES AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH PREMISE HEALTH EMPLOYER SOLUTIONS, LLC, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 21. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for 1,000 Chromebooks from Dell Technologies for Kingsport City Schools Students (AF-165-2023) (David Frye)**

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

RESOLUTION NO. 2023-297 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL FOR CHROMEBOOKS FOR KINGSPORT CITY SCHOOLS UTILIZING A PURCHASING COOPERATIVE AGREEMENT WITH WILSON COUNTY BOARD OF EDUCATION CONTRACT NO.: 51AHO

Passed: All present voting "aye."

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22. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2023-2024 Benefiting the General Welfare of Kingsport Residents (AF-183-2023) (Jessica Harmon)

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

RESOLUTION NO. 2023-298 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2023-2024 BENEFITING THE GENERAL WELFARE OF KINGSFORT RESIDENTS

Passed: All present voting "aye."

23. Authorizing the Issuance of General Obligation Public improvement Bond, Series 2023 in an Amount Not to Exceed \$63,500,000 (AF-201-2023) (Chris McCartt)

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

RESOLUTION NO. 2023-299 INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$63,500,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023 OF THE CITY OF KINGSFORT, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

Passed: All present voting "aye."

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

RESOLUTION NO. 2023-300 RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$63,500,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023, OF THE CITY OF KINGSFORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting "aye."

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

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

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

1. Consideration of a Resolution to apply for and Receive 2024 LSTA Technology Grant (AF-187-2023) (Michael Borders)

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RESOLUTION NO. 2023-301 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TECHNOLOGY GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES

- 2. Consideration of a Resolution to Approve an Amendment to the Finchum Sports Floors Agreement for the John Sevier Middle School Gym Floor Project (AF-197-2023) (David Frye)**

RESOLUTION NO. 2023-302 A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH FINCHUM SPORTS FLOORS FOR THE JOHN SEVIER MIDDLE SCHOOL GYM FLOOR PROJECT AND AUTHORIZING THE PROCUREMENT MANAGER TO SIGN THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

XIII. COMMUNICATIONS

- 1. City Manager**

Mr. McCartt commented that on an agenda this big, sometimes items get lost. He highlighted several significant items that were passed tonight that will greatly benefit the City of Kingsport. He also pointed out tomorrow will mark his four year anniversary serving as city manager and thanked the board for the opportunity and commended his team as well.

- 2. Mayor and Board Members**

Alderman Duncan stated the Kingsport Fire Department announced the newest Fire Academy was coming up, noting applications were now being taken for this six week program. He also recommended the police academy for those wanting to learn about either of these departments. Lastly, he commented on the many positive items addressed at the work session yesterday and expressed his appreciation for the city manager. Alderman Cooper stated there was a lot going on the next few weeks in Kingsport with something happening almost every night. She also highlighted an event at Lamplight Theatre this weekend focusing on the Creation Kingdom Zoo. Alderman Montgomery commended the city manager for four successful years and thanked the board for passing the budget with no tax increase. He commented on the Juneteenth event last weekend. Alderman Phillips noted this would have been his last meeting if the voting date hadn't been moved. He also noted the next meeting wasn't until July 17 and discussed the many activities going on for the Fourth of July holiday. Alderman Olterman congratulated Chris and asked the board members to reach out to his daughter. Vice-Mayor George also pointed out the many positive issues discussed at the work session and expressed appreciation for city staff for

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their work on the budget as well as for economic development and their forward thinking. She commented she was pleased with the decisions made tonight and also pointed out Funfest will start before the next board meeting. Mayor Shull commented on the bond issue, noting the city debt is still well within our self-imposed debt limit. He also noted several surrounding cities have had to increase property taxes. He thanked his colleagues for their dedication to the city and moving forward on many items.

3. Visitors

Citizens may speak on issue-oriented items.

Odessa Denise Lane commented on traffic issues in her neighborhood. Joe Carr thanked the board for their commitment to Lynn Garden and for the corridor study conducted in that neighborhood.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:52 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 46P, Group F, a Portion of Parcels 9.50 and 10.50 Located Along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District.

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

Action Form No.: AF-241-2023
Work Session: July 17, 2023
First Reading: July 18, 2023
Final Adoption: August 1, 2023
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

- Hold public hearing.
- Approve ordinance amending the zoning ordinance to rezone Tax Map 46P, Group F, a portion of parcels 9.50 and 10.50 located along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District.

Executive Summary:

This is an owner-requested rezoning of approximately 10.2 acres located along Brickyard Park Drive from the M-2 zone to the PD zone. The purpose of the rezoning is to facilitate future development of the Brickyard residential and green space area. No public comment was received on this item. During their June 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 6-0. The notice of public hearing was published on July 3, 2023.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on July 18, 2023 to consider the rezoning of Tax Map 046P, Group F, a portion of parcels 9, 9.5, and 10.5 from the M-2 zoning district to the PD zoning district. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract 1:

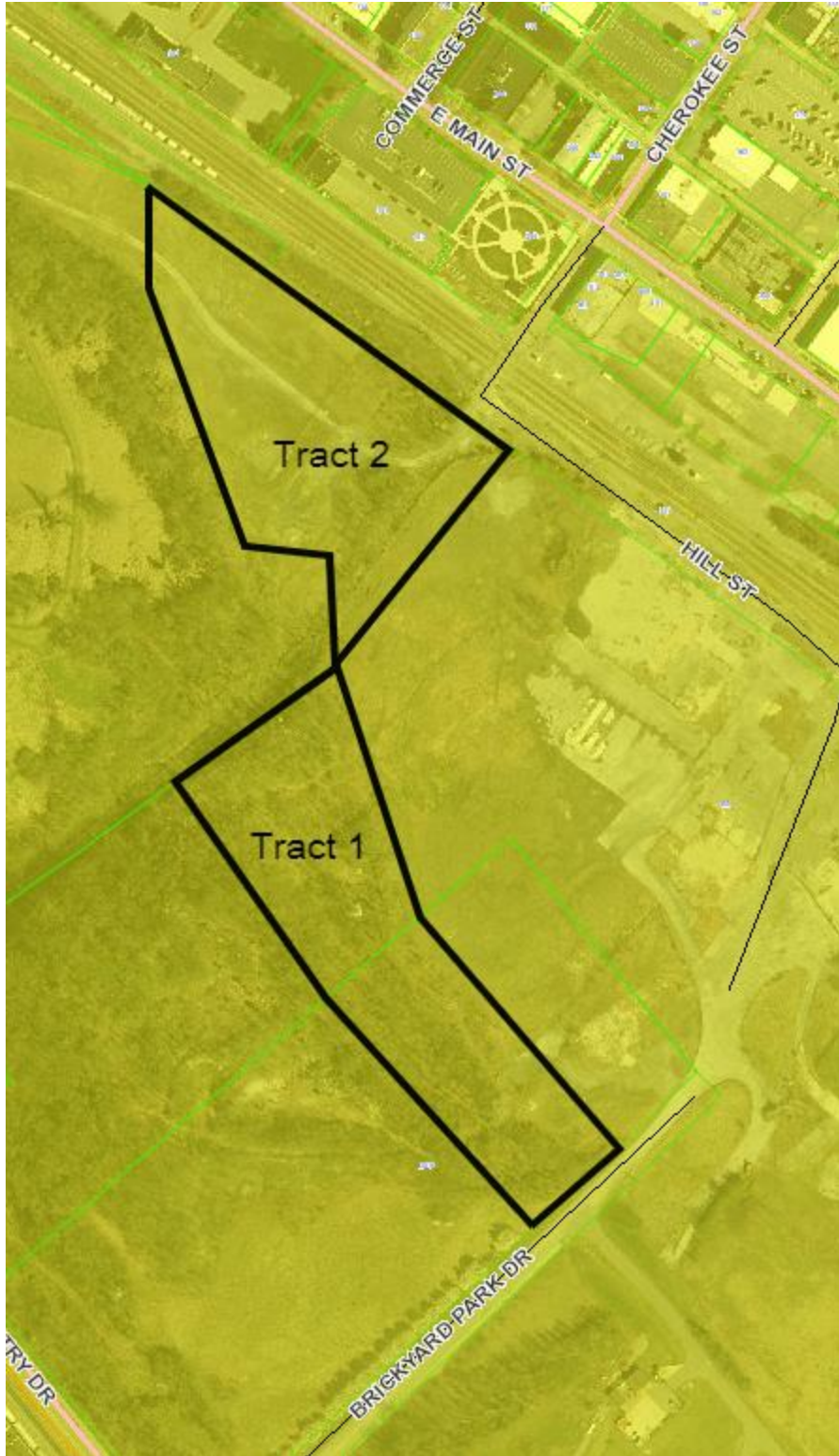
BEGINNING AT A POINT LOCATED ON THE NORTHERLY SIDELINE OF BRICKYARD PARK DRIVE AND A CORNER TO THE CITY OF KINGSFORT (DEED BOOK 3261, PAGE 2141). THENCE LEAVING SAID SIDELINE AND ALONG THE CITY OF KINGSFORT NORTH 46° 22' 50 WEST, A DISTANCE OF 430.14 FEET TO A POINT. THENCE CONTINUE ALONG THE CITY OF KINGSFORT AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE (DEED BOOK 3464, PAGE 1703) NORTH 40° 37' 10" WEST, A DISTANCE OF 562.14 FEET TO A POINT, SAID POINT IN THE LINE OF THE CITY OF KINGSFORT (DEED BOOK 3464, PAGE 1416). THENCE ALONG THE CITY OF KINGSFORT NORTH 49° 23' 33" EAST, A DISTANCE OF 262.44 FEET TO A POINT, SAID POINT A CORNER TO LOT 2, DIVISION OF THE CITY OF KINGSFORT PROPERTY (PLAT BOOK 58, PAGE 593) AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE (DEED BOOK 3464, PAGE 1703). THENCE ALONG THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE SOUTH 35° 02' 49" EAST, A DISTANCE OF 469.85 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 1, DIVISION OF CITY OF KINGSFORT PROPERTY (PLAT BOOK 58, PAGE 597). THENCE THROUGH LOT 1 SOUTH 41° 19' 59" EAST A DISTANCE OF 504.98 FEET TO A POINT LOCATED ON THE NORTHERLY SIDELINE OF BRICKYARD PARK DRIVE. THENCE ALONG SAID SIDELINE SOUTH 43° 49' 49" WEST, A DISTANCE OF 180.77 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.964 ACRES, MORE OR LESS.

Tract 2:

BEGINNING AT A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT OF WAY FOR THE CC & O RAILROAD, SAID MONUMENT A CORNER TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE (DEED BOOK 3464, PAGE 1703). THENCE ALONG SAME SOUTH 34° 26' 29" WEST, A DISTANCE OF 529.27 FEET TO A 1/2" IRON ROD (OLD), SAID ROD IN THE LINE OF CITY OF KINGSFORT (DEED BOOK 3464, PAGE 1416). THENCE THROUGH THE CITY OF KINGSFORT PROPERTY NORTH 14° 28' 47" WEST, A DISTANCE OF 122.97 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; NORTH 34° 14' 01" WEST, A DISTANCE OF 171.28 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; NORTH 19° 05' 51" WEST, A DISTANCE OF 203.48 FEET TO A IRON ROD (NEW) WITH A&A CAP; NORTH 17° 18' 19" WEST, A DISTANCE OF 180.98 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; AND NORTH 07° 00' 20" EAST, A DISTANCE OF 172.34 FEET TO A 1/2" IRON ROD (OLD), SAID ROD LOCATED IN THE SOUTHERLY RIGHT OF WAY OF THE CC & O RAILROAD. THENCE ALONG SAME SOUTH 55° 34' 53" EAST, A DISTANCE OF 637.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.613 ACRES, MORE OR LESS AND IS KNOWN AS LOT 2, DIVISION OF THE CITY OF KINGSFORT, TENNESSEE PROPERTY AS SHOWN IN PLAT BOOK 58 AT PAGE 593.

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

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



CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 7/3/2023

Item VIII.1.

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRICKYARD PARK DRIVE FROM THE M-2, GENERAL MANUFACTURING DISTRICT TO THE PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1:

BEGINNING AT A POINT LOCATED ON THE NORTHERLY SIDELINE OF BRICKYARD PARK DRIVE AND A CORNER TO THE CITY OF KINGSPORT (DEED BOOK 3261, PAGE 2141). THENCE LEAVING SAID SIDELINE AND ALONG THE CITY OF KINGSPORT NORTH 46° 22' 50 WEST, A DISTANCE OF 430.14 FEET TO A POINT. THENCE CONTINUE ALONG THE CITY OF KINGSPORT AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (DEED BOOK 3464, PAGE 1703) NORTH 40° 37' 10" WEST, A DISTANCE OF 562.14 FEET TO A POINT, SAID POINT IN THE LINE OF THE CITY OF KINGSPORT (DEED BOOK 3464, PAGE 1416). THENCE ALONG THE CITY OF KINGSPORT NORTH 49° 23' 33" EAST, A DISTANCE OF 262.44 FEET TO A POINT, SAID POINT A CORNER TO LOT 2, DIVISION OF THE CITY OF KINGSPORT PROPERTY (PLAT BOOK 58, PAGE 593) AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (DEED BOOK 3464, PAGE 1703). THENCE ALONG THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE SOUTH 35° 02' 49" EAST, A DISTANCE OF 469.85 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 1, DIVISION OF CITY OF KINGSPORT PROPERTY (PLAT BOOK 58, PAGE 597). THENCE THROUGH LOT 1 SOUTH 41° 19' 59" EAST A DISTANCE OF 504.98 FEET TO A POINT LOCATED ON THE NORTHERLY SIDELINE OF BRICKYARD PARK DRIVE. THENCE ALONG SAID SIDELINE SOUTH 43° 49' 49" WEST, A DISTANCE OF 180.77 FEET TO

THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.964 ACRES, MORE OR LESS.

Tract 2:

BEGINNING AT A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT OF WAY FOR THE CC & O RAILROAD, SAID MONUMENT A CORNER TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (DEED BOOK 3464, PAGE 1703). THENCE ALONG SAME SOUTH 34° 26' 29" WEST, A DISTANCE OF 529.27 FEET TO A 1/2" IRON ROD (OLD), SAID ROD IN THE LINE OF CITY OF KINGSPORT (DEED BOOK 3464, PAGE 1416). THENCE THROUGH THE CITY OF KINGSPORT PROPERTY NORTH 14° 28' 47" WEST, A DISTANCE OF 122.97 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; NORTH 34° 14' 01" WEST, A DISTANCE OF 171.28 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; NORTH 19° 05' 51" WEST, A DISTANCE OF 203.48 FEET TO A IRON ROD (NEW) WITH A&A CAP; NORTH 17° 18' 19" WEST, A DISTANCE OF 180.98 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; AND NORTH 07° 00' 20" EAST, A DISTANCE OF 172.34 FEET TO A 1/2" IRON ROD (OLD), SAID ROD LOCATED IN THE SOUTHERLY RIGHT OF WAY OF THE CC & O RAILROAD. THENCE ALONG SAME SOUTH 55° 34' 53" EAST, A DISTANCE OF 637.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.613 ACRES, MORE OR LESS AND IS KNOWN AS LOT 2, DIVISION OF THE CITY OF KINGSPORT, TENNESSEE PROPERTY AS SHOWN IN PLAT BOOK 58 AT PAGE 593.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

Item VIII.1.

RODNEY B. ROWLETT, III
City Attorney

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

Brickyard 2023 Rezoning

Property Information			
Address		Brickyard Park Dr	
Tax Map, Group, Parcel		046P, F, a portion of parcels 9.50 and 10.50	
Civil District		11	
Overlay District		n/a	
Land Use Designation		Industrial	
Acres		10.2 +/-	
Existing Use		Existing Zoning	M-2
Proposed Use		Proposed Zoning	PD
Owner /Applicant Information			
Name: City of Kingsport & Kingsport Industrial Dev Bd Address: 415 Broad St City: Kingsport State: TN Phone: (423)229-9368		Zip Code: 37660 Intent: <i>To rezone from M-2 (General Manufacturing District) to PD (Planned Development District) to accommodate future Brickyard area residential and green/open space uses.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p style="text-align: center;"><i>The site for this proposed PD district will provide residential living convenient to downtown. The green space area is an ideal location for PD zone designated open space.</i></p> <p style="text-align: center;"><i>The proposal supports future development of the Brickyard Park area.</i></p> <p>Staff Field Notes and General Comments:</p> <p style="text-align: center;"><i>The rezoning site encompasses portions of the former General Shale Manufacturing site.</i></p> <p style="text-align: center;"><i>The City is currently working with a developer on a PD development plan for the site.</i></p>			
Planner:	Ken Weems	Date:	June 1, 2023
Planning Commission Action		Meeting Date:	June 15, 2023
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	Brickyard Park Dr
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	M-2
PROPOSED ZONING	PD
ACRES	10.2 +/-
EXISTING USE	vacant land
PROPOSED USE	residential and green space

INTENT

To rezone from M-2 (General Manufacturing District) to PD (Planned Development District) to accommodate future Brickyard area residential and green space uses.

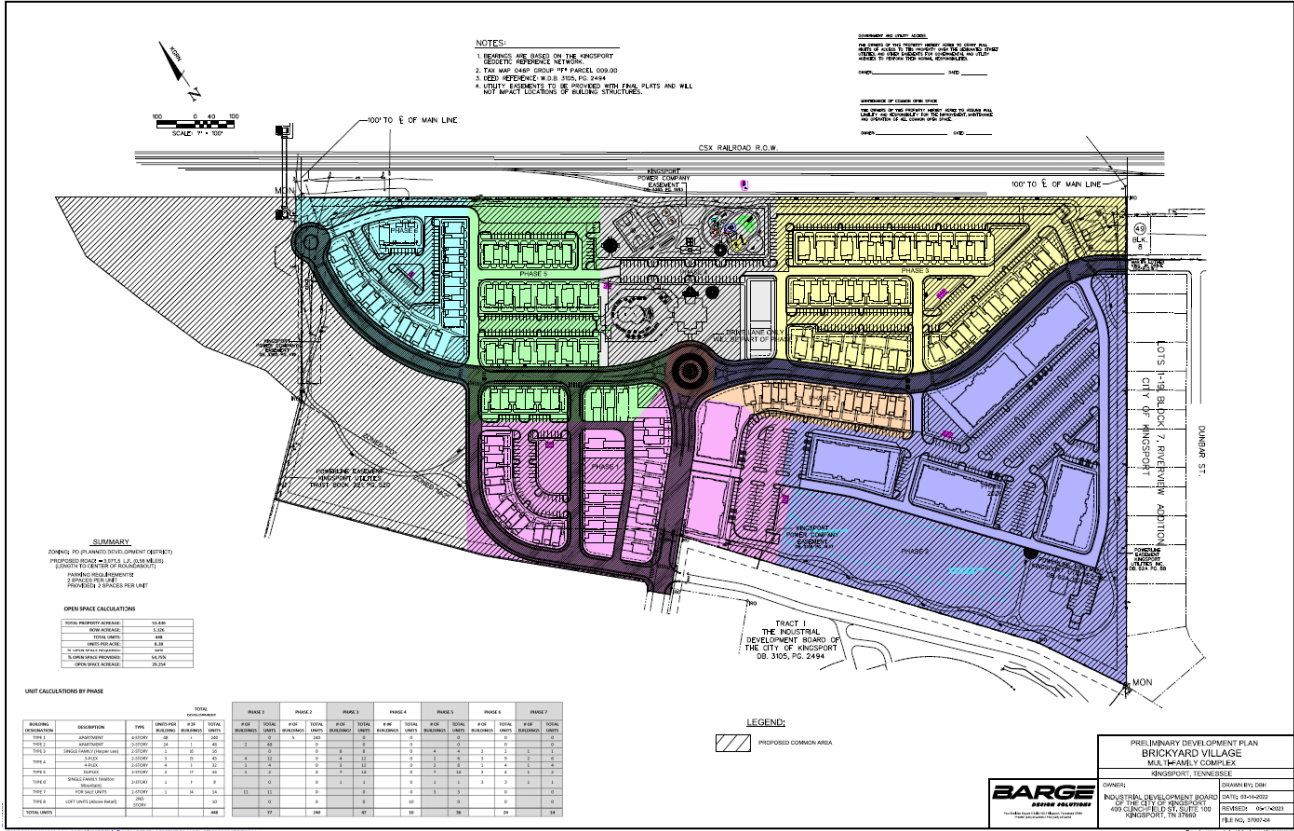
Vicinity Map



Surrounding Zoning Map



Preliminary PD Plan (Also a Separate Item on the June Agenda)



Southern Portion of Rezoning Site as Viewed from the Entrance to the Ball Fields (Looking Across Brickyard Park Drive)



View from Middle of Future Brickyard Development Toward Southern Portion of Rezoning Site



View of Northern Rezoning Portion



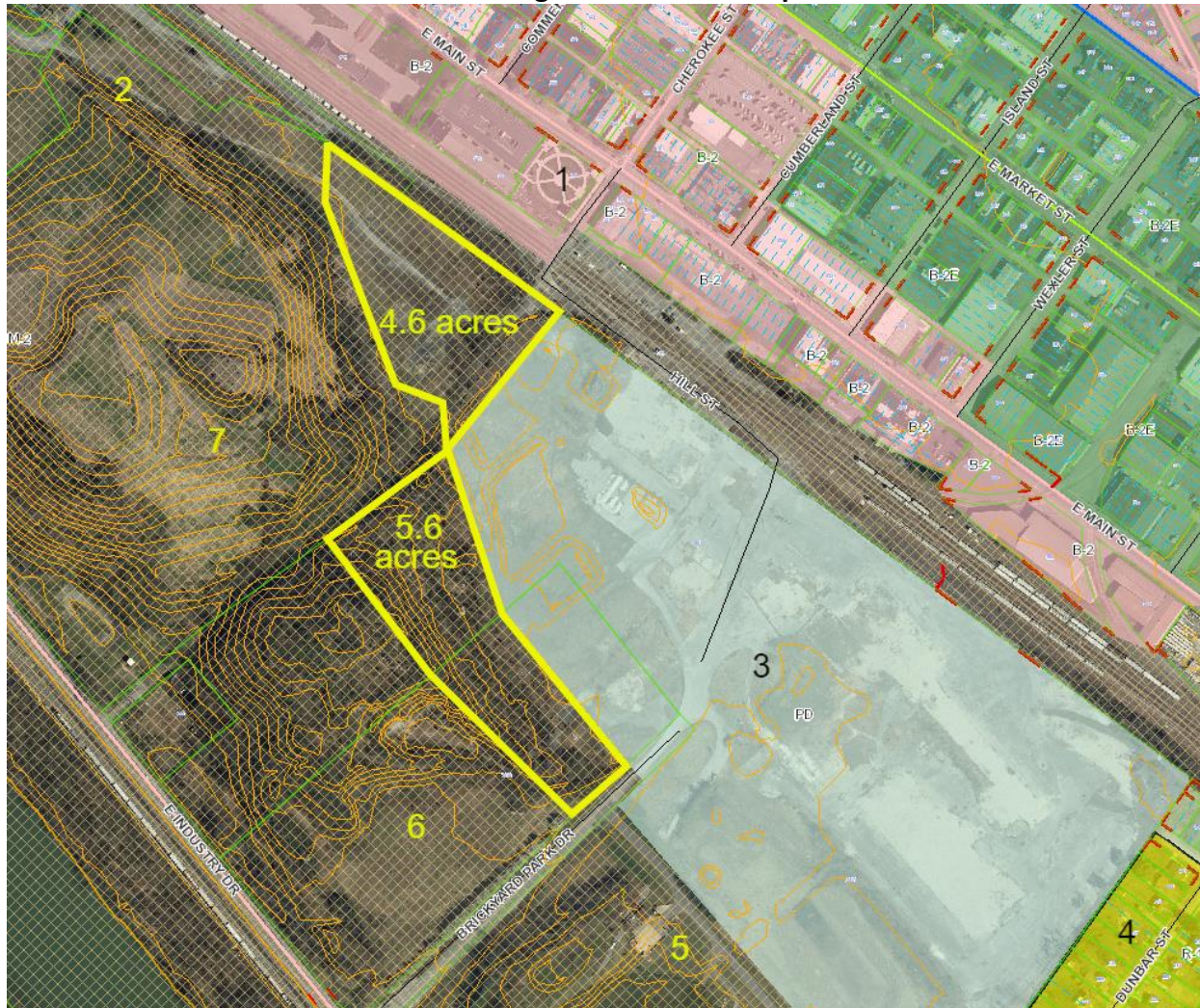
View from Northern Rezoning Portion Toward Northwest



View of Northern Rezoning Portion from Railroad Tracks along Cherokee St.



Existing Uses Location Map



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-2</u> Use: <u>Centennial Park</u>	n/a
Further North and Northwest	2	<u>Zone: City M-2</u> Use: <u>Cement Hill property</u>	n/a
East	3	<u>Zone: City PD</u> Use: <u>Future Brickyard Development</u>	Rezoned to PD from M-2 in 2020
Further East	4	<u>Zone: City R-1C</u> Use: Riverview residential	n/a
Southeast and South	5	<u>Zone: City M-2</u> Use: Brickyard Park	n/a
Further South	6	<u>Zone: City M-2</u> Use: Scott Adams Memorial Skate Park	n/a
West	7	<u>Zone: City M-2</u> Use: <u>Cement Hill property</u>	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit a use that is compatible with both the adjacent single family housing in the Riverview Community, downtown, and surrounding Brickyard Park amenities.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal of residential use and green space will not create an adverse effect on adjacent or nearby property. Residential use is the preferred use identified by the Riverview Community during a recent meeting about the future of the rezoning site.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The current industrial zone for the area is no longer economically reasonable due to the change in surrounding land uses.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed PD zone does not conform to the future land use plan, which identifies industrial use for the area. The land use plan, however, did not take the expansion of Brickyard Park into consideration when it was produced.

Proposed use: single family and multifamily residential and green space

The Future Land Use Plan Map recommends industrial use.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property, considering the revitalization of the Riverview Community, the creation of Brickyard Park, and the City's acquisition of Cement Hill, provide supporting grounds for the rezoning.
6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are illogically drawn in relation to the existing conditions. This is due to the transition of the area from industrial use to residential, park, and green space use.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed PD zone expansion will contain the same use as the abutting Brickyard Planned Development zone.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone the two separate areas from M-2 to PD. The proposed PD zone promotes the goal of developing the Brickyard Park area by implementing the proper zone for development of residential and green space uses on the site.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2024 the 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-242-2023
 Work Session: July 17, 2023
 First Reading: July 18, 2023
 Final Adoption: August 1, 2023
 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 one at their meeting on July 11, 2023. This amendment increases the General Purpose School Fund budget by \$214,300. The estimated revenue for Other Local Revenues is being increased by \$214,300 for a \$4,300 donation received from the Ballard Health, a \$10,000 donation received from the Dobyys-Bennett Band Boosters, and a donation received from the Melissa’s Hope Foundation. The Ballard Health donation is to fund the construction of a “reset room” at Sevier Middle School, to aid in positive mental health and stress reduction for students and teachers. The donation from the band booster will help fund the purchase of a John Deere Gator for the Dobyys-Bennett Band program. The donation from the Melissa’s Hope Foundation is to be used for Special Education expenses at Dobyys-Bennett High School and Sevier Middle School. The General Project Fund budget will be increased by \$745,063, to reflect insurance proceeds received in the Sullivan North Renovation project due to water damage done during the freezing temperatures on December 25, 2022.

- Attachments:**
1. Ordinance
 2. BOE Budget Amendment Number One – 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. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other Local Revenue by \$214,300. The expenditure budget will be amended by increasing the appropriations for Sevier Non-Instructional Equipment by \$4,300; by increasing the budget for Dobyms-Bennett Band Equipment by \$10,000; and by increasing various Special Education expenditure account for Dobyms Bennett and Sevier by \$200,000. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Sullivan North Renovation project (GP1733) by \$745,063

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-369-4990 Other Local Revenue	700,000	214,300	914,300
Totals	700,000	214,300	914,300

<u>Expenditures:</u>	\$	\$	\$
141-7610-871-0790 Sevier-Non-Inst Equipment	13,096	4,300	17,396
141-7200-773-0790 D-B-Fine Arts Equipment	80,000	10,000	90,000
141-7100-721-0429 D-B Sped Inst-Inst Supplies	5,600	50,000	55,600
141-7100-721-0725 D-B Sped Inst-Inst Equip	0	10,000	10,000
141-7100-782-0457 D-B Sped Support-Staff Dev	0	40,000	40,000
141-7110-721-0116 Sev Sped Inst-Teacher Sal	321,700	12,000	333,700
141-7110-721-0201 Sev Sped Inst-Social Security	23,500	750	24,250
141-7110-721-0204 Sev Sped Inst-St Retirement	27,800	1,100	28,900
141-7110-721-0212 Sev Sped Inst-Medicare	5,500	150	5,650
141-7110-721-0429 Sev Sped Inst-Inst Supplies	2,400	7,200	9,600
141-7110-721-0725 Sev Sped Inst-Inst Equip	0	26,750	26,750
141-7210-782-0457 Sev Sped Support-Staff Dev	0	15,050	15,050
141-7210-782-0790 Sev Sped Support-Otr Equip	0	37,000	37,000
Totals	479,596	214,300	693,896

Fund 311: General Project Fund

Sullivan North Renovation Project (GP1733)

<u>Revenues:</u>	\$	\$	\$
311-0000-361-1050 School Bond Interest	679,792		679,792
311-0000-368-9900 Miscellaneous Revenue	450,000	745,063	1,195,063
311-0000-391-2100 Transfer from School Fund	3,114,758		3,114,758
311-0000-391-2150 Sullivan Co School Bonds	2,365,050		2,365,050
Total:	6,609,600	745,063	7,354,663

Expenditures:

311-0000-601-2022	Construction Contracts	5,284,600	(450,000)	4,834,600
311-0000-601-2023	Architect/Engineering Serv	1,325,000		1,325,000
311-0000-601-9003	Improvements	0	1,195,063	1,195,063
Total:		6,609,600	745,063	7,354,663

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.

PAT W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHAL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

July 11, 2023

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2022-2023
BUDGET AMENDMENT NUMBER ONE

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: BALLAD HEALTH DONATION

Ballad Health is donating \$4,300 to Kingsport City Schools to create a “Reset Room” at John Sevier Middle School. This project is to aid in positive mental health and stress reduction for students and teachers.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for Fund Transfers be increased by \$4,300 to provide funding for a “reset Room” at John Sevier Middle School.

ITEM TWO: DOBYNS-BENNETT BAND BOOSTERS DONATION

The Dobyns-Bennett Band Boosters have made a donation of \$10,000 to Kingsport City Schools to be used towards the purchase of a John Deere Gator. The total cost of the Gator is \$19,990.70. The remaining funds will come from equipment funds budgeted for the Dobyns-Bennett Band program.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for Dobyns-Bennett Band Equipment be increased by \$10,000 to provide funding for the purchase of a John Deere Gator.

ITEM THREE: SPECIAL EDUCATION DONATION

John Sevier Middle School and Dobyns-Bennet High School have received a donation of \$100,000 each. Nathan Morton is making this \$200,000 donation in behalf of his sister Melissa Foshee. The following is from an e-mail from Mr. Morton:

Melissa Foshee was a special education teacher for 21 years and taught in the Nashville area at Berry Elementary and Mt. View Elementary but passed away at the young age of 47. She inspired both of her sons, to pursue this career path and they both have exhibited the same passion and purpose that she had committed herself to for many years.

Recently in her name, I established "Melissa's Hope Foundation" as a donor-advised fund under American Endowment Foundation which is a 501(c)(3) organization that makes grants to U.S. charitable organizations that are tax-exempt charities or to U.S., state, and local government entities for charitable purposes. My family's primary purpose for this foundation is to find any "gaps" or needs relative to the instruction of special needs kids in Tennessee that we can contribute to, with an emphasis on special needs kids who are underserved and have experienced or are experiencing some sort

of trauma (ie: poverty, neglect, loss of loved one, homelessness, witness or experienced abuse, among others).

I grew up in Kingsport and attended, as did my sister, Sevier Middle School in the late 70's- early 80's, and still have family who resides in the area.

These funds have will be utilized by Johns Sevier Middle School and Dobyys-Bennett High School to provide professional development, supplies and equipment to supplement their special education instruction.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for various special education expenditure accounts Dobyys-Bennett High School and John Sevier Middle School be increased by \$200,000.

GENERAL PROJECT FUND

SULLIVAN NORTH RENOVATION PROJECT: There have been insurance payments received from Travelers Insurance due to the water damage done due to pipes freezing on December 25, 2022. There has been \$1,195,063.09 received. There was a previous amendment to reflect the receipt of \$450,000. The project budget needs to be further amended to reflect the receipt of an additional \$745,063,

It is recommended that the estimated revenue for Miscellaneous Revenue and the appropriation for Improvements be increased by \$745,063.

ORDINANCE NO.

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

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

SECTION I. That the Metropolitan Transportation Planning Organization Project Fund be amended by decreasing the MPO Administration project (MPO019) by reducing the From General Fund line (122-0000-391.00-00) by \$7,670 and reducing the Salaries & Wages line (122-0000-609-10-10) by \$7,500 and the Social Security line (122-0000-609.10-20) by \$170; by increasing the Urban Mass Tran Asst TN20 project (UMS820) by \$1,621 by increasing the FTA/TN Section 5303 10% line (122-0000-332.79-10) by \$162, the FTA/TN Section 5303 80% line (122-0000-337.90-10) by \$1,297, and the From General Fund line (122-0000-391.10-00) by \$162, and by increasing the Salaries & Wages line (122-0000-602.10-10) by \$1,621; by increasing the MPO Administration project (MPO022) by increasing the From General Fund line (122-0000-391.10-00) by \$4,185 and increasing the Salaries and Wages line (122-0000-609.10-10) by \$4,185; and by amending the Urban Mass Tran Asst TN21 project (UMS821) by decreasing the FTA/TN Section 5303 10% line (122-0000-332.79-10) by \$2,631 and by increasing the From General Fund line by \$2,631. Close MPO019, UMS820, MPO022, and UMS821.

SECTION II. That the General Fund be amended by decreasing the To MPO Fund line (110-4804-481.70-50) by \$692 and increasing the Professional Consultant line (110-4810-481.20-20) by \$692.

SECTION III. That the Community Development Block Grant Project Fund be amended by decreasing the CDBG Administration project (CD1901) by reducing the Community Development line (124-0000-331.10-00) by \$280 and the Advertising & Publication line (124-0000-603.20-10) by \$280; and by increasing the Community Enrichment project (CD1905) by increasing the Community Development line (124-0000-331.10-00) by \$280 and the increasing the Grants line (124-0000-603.40-23) by \$280.

Account Number/Description:

MPO Project Fund: 122

MPO Administration (MPO019)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
122-0000-337.52-10 FHWA/TN FHWA 80%	242,800	0	242,800
122-0000-337.52-25 FHWA/VA FHWA 100%	2,061	0	2,061
122-0000-391.01-00 From General Fund	61,200	(7,670)	53,530
Total:	306,061	(7,670)	298,391

Expenditures:

	\$	\$	\$
122-0000-609.10-10 Salaries & Wages	157,600	(7,500)	150,100
122-0000-609.10-20 Social Security	13,500	(170)	13,330
122-0000-609.10-30 Group Health Insurance	25,600	0	25,600
122-0000-609.10-40 Retirement	22,900	0	22,900
122-0000-609.10-41 TCRS Retirement	0	0	0
122-0000-609.10-43 ICMA Retirement	0	0	0
122-0000-609.10-50 Life Insurance	280	0	280

122-0000-609.10-52 Long Term Disability Ins	180	0	180
122-0000-609.10-60 Workmen's Comp	550	0	550
122-0000-609.10-61 Unemployment Insurance	190	0	190
122-0000-609.20-10 Advertising & Publication	1,500	0	1,500
122-0000-609.20-11 Printing & Binding	500	0	500
122-0000-609.20-20 Professional/Consultant	49,500	0	49,500
122-0000-609.20-21 Accounting & Auditing	1,000	0	1,000
122-0000-609.20-34 Telephone	100	0	100
122-0000-609.20-40 Travel Expense	9,400	0	9,400
122-0000-609.20-41 Registration Fees/Tuition	1,500	0	1,500
122-0000-609.20-42 Personal Vehicle Reimburs	800	0	800
122-0000-609.20-43 Dues & Memberships	600	0	600
122-0000-609.20-44 Literature/ Subscriptions	500	0	500
122-0000-609.20-54 Machinery/Equipment Rent	6,000	0	6,000
122-0000-609.20-56 Repair & Maint-Vehicles	2,300	0	2,300
122-0000-609.20-99 Miscellaneous	500	0	500
122-0000-609.30-10 Office Supplies	2,000	0	2,000
122-0000-609.30-11 Postage	800	0	800
122-0000-609.30-12 Food	246	0	246
122-0000-609.30-20 Operating Supplies & Tool	1,815	0	1,815
122-0000-609.30-44 Motor Pool Charges	1,400	0	1,400
122-0000-609.50-12 Liability	100	0	100
122-0000-609.50-26 Vehicle Ins Chgd by FLM	200	0	200
122-0000-609.90-04 Equipment \$1,000-\$4,999	4,000	0	4,000
122-0000-609.90-06 Equipment \$5,000 & Over	500	0	500
Total:	306,061	(7,670)	298,391

Urban Mass Tran Asst TN20 (UMS820)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
122-0000-332.79-10 FTA/TN Section 5303 10%	5,473	162	5,635
122-0000-337.90-10 FTA/TN Section 5303 80%	43,784	1,297	45,081
122-0000-391.01-00 From General Fund	5,473	162	5,635
Total:	54,730	1,621	56,351

	\$	\$	\$
<u>Expenditures:</u>			
122-0000-602.10-10 Salaries & Wages	40,000	1,621	41,621
122-0000-602.10-20 Social Security	3,200	0	3,200
122-0000-602.10-30 Group Health Insurance	4,800	0	4,800
122-0000-602.10-40 Retirement	6,500	0	6,500
122-0000-602.10-41 TCRS Retirement	0	0	0
122-0000-602.10-50 Life Insurance	100	0	100
122-0000-602.10-52 Long Term Disability Ins	0	0	0
122-0000-602.10-60 Workmen's Comp	100	0	100
122-0000-602.10-61 Unemployment Insurance	30	0	30
Total:	54,730	1,621	56,351

MPO Administration (MPO022)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
122-0000-332.90-95 CPG 5% State Funding	17,730	0	17,730
122-0000-337.52-10 FHWA/TN FHWA 80%	283,672	0	283,672
122-0000-337.52-25 FHWA/VA FHWA 100%	24	0	24
122-0000-391.01-00 From General Fund	53,688	4,185	57,873
Total:	355,114	4,185	359,299

Expenditures:

	\$	\$	\$
122-0000-609.10-10 Salaries & Wages	193,700	4,185	197,885
122-0000-609.10-20 Social Security	14,900	0	14,900
122-0000-609.10-30 Group Health Insurance	31,200	0	31,200
122-0000-609.10-41 TCRS Retirement	27,700	0	27,700
122-0000-609.10-43 ICMA Retirement	3,680	0	3,680
122-0000-609.10-50 Life Insurance	360	0	360
122-0000-609.10-52 Long Term Disability Ins	200	0	200
122-0000-609.10-60 Workmen's Comp	390	0	390
122-0000-609.10-61 Unemployment Insurance	160	0	160
122-0000-609.20-10 Advertising & Publication	1,700	0	1,700
122-0000-609.20-11 Printing & Binding	300	0	300
122-0000-609.20-20 Professional/Consultant	50,000	0	50,000
122-0000-609.20-21 Accounting & Auditing	1,000	0	1,000
122-0000-609.20-34 Telephone	100	0	100
122-0000-609.20-40 Travel Expense	9,300	0	9,300
122-0000-609.20-41 Registration Fees/Tuition	2,000	0	2,000
122-0000-609.20-42 Personal Vehicle Reimburs	800	0	800
122-0000-609.20-43 Dues & Memberships	200	0	200
122-0000-609.20-44 Literature/ Subscriptions	2,300	0	2,300
122-0000-609.20-54 Machinery/Equipment Rent	6,000	0	6,000
122-0000-609.20-56 Repair & Maint-Vehicles	1,200	0	1,200
122-0000-609.30-10 Office Supplies	2,100	0	2,100
122-0000-609.30-11 Postage	300	0	300
122-0000-609.30-12 Food	24	0	24
122-0000-609.30-44 Motor Pool Charges	1,200	0	1,200
122-0000-609.50-12 Liability	100	0	100
122-0000-609.50-26 Vehicle Ins Chgd by FLM	150	0	150
122-0000-609.90-04 Equipment \$1,000-\$4,999	3,550	0	3,550
122-0000-609.90-06 Equipment \$5,000 & Over	500	0	500
Total:	355,114	4,185	359,299

Urban Mass Tran Asst TN21 (UMS821)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
122-0000-332.79-10 FTA/TN Section 5303 10%	5,700	(2,631)	3,069
122-0000-337.90-10 FTA/TN Section 5303 80%	45,600	0	45,600
122-0000-391.01-00 From General Fund	5,700	2,631	8,331
Total:	57,000	0	57,000

<u>Expenditures:</u>	\$	\$	\$
122-0000-602.10-10 Salaries & Wages	41,500	0	41,500
122-0000-602.10-20 Social Security	3,500	0	3,500
122-0000-602.10-30 Group Health Insurance	5,000	0	5,000
122-0000-602.10-41 TCRS Retirement	6,700	0	6,700
122-0000-602.10-50 Life Insurance	170	0	170
122-0000-602.10-60 Workmen's Comp	100	0	100
122-0000-602.10-61 Unemployment Insurance	30	0	30
Total:	57,000	0	57,000

<u>General Fund: 110</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
110-4804-481.70-52 To MPO Fund	127,859	(692)	127,167
110-4810-481.20-20 Professional/Consultant	255	692	947
Total:	128,114	0	128,114

CDBG Project Fund: 124

CDBG Administration (CD1901)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
124-0000-331.10-00 Community Development	94,678	(280)	94,398
Total:	94,678	(280)	94,398

<u>Expenditures:</u>	\$	\$	\$
124-0000-603.10-10 Salaries & Wages	49,881	0	49,881
124-0000-603.10-20 Social Security	6,177	0	6,177
124-0000-603.10-30 Group Health Insurance	13,732	0	13,732
124-0000-603.10-40 Retirement	0	0	0
124-0000-603.10-41 TCRS Retirement	12,946	0	12,946
124-0000-603.10-43 ICMA Retirement	54	0	54
124-0000-603.10-50 Life Insurance	129	0	129
124-0000-603.10-52 Long Term Disability Ins	124	0	124
124-0000-603.10-60 Workmen's Comp	110	0	110
124-0000-603.10-61 Unemployment Insurance	40	0	40
124-0000-603.20-10 Advertising & Publication	500	(280)	220
124-0000-603.20-21 Accounting & Auditing	1,200	0	1,200
124-0000-603.20-34 Telephone	1,000	0	1,000
124-0000-603.20-40 Travel Expense	7,035	0	7,035
124-0000-603.20-43 Dues & Memberships	1,000	0	1,000
124-0000-603.30-10 Office Supplies	500	0	500
124-0000-603.30-11 Postage	250	0	250
Total:	94,678	(280)	94,398

<u>Community Enrichment (CD1905)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
124-0000-331.10-00 Community Development	36,257	280	36,537
Total:	36,257	280	36,537
 <u>Expenditures:</u>	 \$	 \$	 \$
124-0000-603.40-23 Grants	36,257	280	36,537
Total:	94,678	280	36,537

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund be amended by accepting a grant from the State for SRO officers to the Direct Appropriation line (110-0000-332.57-00) in the amount of \$1,050,000, reducing the From School Fund line (110-0000-391.21-00) by \$1,040,000, and reducing the Police Court Fines line by \$10,000; by transferring \$400,000 from the Future Appropriations line (110-4890-901.60-01) to the Miscellaneous line (110-3030-443.20-99) to cover the cost of vehicles, equipment, and uniforms for the new SROs; and by accepting funding from Sullivan County to the Contribution Fire Service line (110-0000-333.20-00) in the amount of \$90,000 and increasing the Salaries & Wages line (110-3501-451.10-10) in the amount of \$90,000.

SECTION II. That the General Projects-Special Revenue Fund be amended by accepting a grant from the State of Tennessee to the Violent Crime Intervention project (NC2403) in the amount of \$475,917.

SECTION III. That the General Project Fund be amended by transferring \$3,400,000 from the Library Renovations project (GP2300) to the Streets Resurfacing project (GP2400).

SECTION IV. That the Water Fund be amended by increasing the Water Sales line (411-0000-371.10-00) by \$804,000 and increasing the Electric Service line (411-5003-501.20-30) by \$504,000, the Operating Tools & Supplies line (411-5003-501.30-20) by \$200,000, and the Construction Contracts line (411-5004-501.20-22) by \$100,000.

SECTION V. That the Water Project Fund be amended by transferring \$786,000 from the Plant Facility Improvements project (WA2101) to the WTP High Service Improvements project (WA2007).

SECTION VI. That the Sewer Project Fund be amended by transferring \$95,000 from the WWTP Digester Cleaning project (SW2010) to the System Improvements SLS project (SW2005), \$49,000 from WWTP Digester Cleaning project (SW2010) to the Industry Dr Prop Purch project (SW2403); and by transferring \$375,000 from the SLS Improvements project (SW2204) to the Industry Dr Prop Purch project (SW2403). Close SW2010.

SECTION VII. That the Stormwater Fund be increased by increasing the From Fund Balance line (417-0000-392.01-00) by \$200,000 and the To Stormwater Proj Fund line (417-6996-696.76-05) in the amount of \$200,000.

SECTION VIII. That the Stormwater Project Fund be increased by appropriating \$200,000 to the Stormwater Infrastructure project (ST2400).

Account Number/Description:

General Fund: 110

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-332.57-00 Direct Appropriation	0	1,050,000	1,050,000
110-0000-333.20-00 Contribution Fire Service	138,600	90,000	228,600
110-0000-351.30-65 Red Light Camera-Fines	300,000	(10,000)	290,000
110-0000-391.21-00 From School Fund	1,040,000	(1,040,000)	0
Total:	1,478,600	90,000	1,568,600

Expenditures:

	\$	\$	\$
110-3030-443.20-99 Miscellaneous	0	400,000	400,000
110-3501-451-10-10 Salaries & Wages	6,645,250	90,000	6,735,250
110-4890-901.60-01 Future Appropriations	1,000,000	(400,000)	600,000
Total:	7,645,250	90,000	7,735,250

General Projects-Special Revenue Fund: 111

Violent Crime Intervention (NC2403)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	475,917	475,917
Total:	0	475,917	475,917

Expenditures:

	\$	\$	\$
111-0000-601.90-04 Equipment	0	475,917	475,917
Total:	0	475,917	475,917

General Projects Fund: 311

Library Renovations (GP2300)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	4,878,444	(3,400,000)	1,478,444
311-0000-368.10-55 Series 2017 A GO Bonds	64,000	0	64,000
311-0000-368.10-56 GO Bonds Series 2018 A	236,000	0	236,000
Total:	5,178,444	(3,400,000)	1,778,444

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	4,932,044	(3,400,000)	1,532,044
311-0000-601.20-23 Arch/Eng/Landscaping Fee	246,400	0	246,400
Total:	5,178,444	(3,400,000)	1,778,444

Street Resurfacing (GP2400)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	0	3,400,000	3,400,000
Total:	0	3,400,000	3,400,000

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	3,000,000	3,000,000
311-0000-601.20-23 Arch/Eng/Landscaping Fee	0	400,000	400,000
Total:	0	3,400,000	3,400,000

Water Fund: 411

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
411-0000-371.10-00 Water Sales	15,650,600	804,000	16,454,600
Total:	15,650,600	804,000	16,454,600

Expenditures:

	\$	\$	\$
411-5003-501.20-30 Electric Service	1,275,500	504,000	1,779,500
411-5003-501.30-20 Operating Supplies & Tools	350,000	200,000	550,000
411-5004-501.20-22 Construction Contracts	50,000	100,000	150,000
Total:	1,675,500	804,000	2,479,500

Water Project Fund: 451

Plant Facility Imp (WA2101)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-45 Series 2016 Go (Nov 4)	31,287	0	31,287
451-0000-391.05-56 Series 2019 GO Improvement	549,214	(525,352)	23,862
451-0000-391.45-00 From Water Fund	350,228	(260,648)	89,580
Total:	930,729	(786,000)	144,729

Expenditures:

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	128,919	0	128,919
451-0000-605.90-03 Improvements	801,810	(786,000)	15,810
Total:	930,729	(786,000)	144,729

<u>WTP High Service Improvements (WA2007)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-331.34-20 EDA Grant/ High Service	1,500,000	0	1,500,000
451-0000-391.05-31 2014 B GO Bonds	310,000	0	310,000
451-0000-391.05-45 Series 2016 GO (Nov 4)	66,827	0	66,827
451-0000-391.05-48 GO Bonds Series 2018 B	142,704	0	142,704
451-0000-391.05-56 Series 2019 GO Improve	321,879	525,352	847,231
451-0000-391.05-71 DWF-2023-254 High Service	7,000,000	0	7,000,000
451-0000-391.45-00 From Water Fund	0	260,648	260,648
Total:	9,341,410	786,000	10,127,410

<u>Expenditures:</u>	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	9,337,727	786,000	10,123,727
451-0000-605.90-03 Improvements	3,683	0	3,683
Total:	9,341,410	786,000	10,127,410

Sewer Project Fund: 452

<u>WWTP Digester Cleaning (SW2010)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	30,217	0	30,217
452-0000-391.05-69 GO Bonds Series 2021	599,000	(144,000)	455,000
452-0000-391.42-00 From Sewer Fund	150,000	0	150,000
Total:	779,217	(144,000)	635,217

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-22 Construction Contracts	779,217	(144,000)	635,217
Total:	779,217	(144,000)	635,217

<u>System Improvements SLS (SW2005)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-40 2015 A (OCT) GP PUB IMP	310,429	0	310,429
452-0000-391.05-45 Series 2016 GO (Nov 4)	23,812	0	23,812
452-0000-391.05-47 Series 2017 B GO Bonds	706,000	0	706,000
452-0000-391.05-56 Series 2019 GO Improvment	484,400	0	484,400
452-0000-391.05-69 GO Bonds Series 2021	0	95,000	95,000
452-0000-391.42-00 From Sewer Fund	102,000	0	102,000
Total:	1,626,641	95,000	1,721,641

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-22 Construction Contracts	1,385,245	0	1,385,245
452-0000-606.20-23 Arch/Eng/Landscaping Serv	161,750	95,000	256,750
452-0000-606.90-01 Land	2,686	0	2,686
452-0000-606.90-03 Improvements	76,960	0	76,960
Total:	1,626,641	95,000	1,721,641

SLS Improvements (SW2204)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	1,661,400	(375,000)	1,286,400
Total:	1,661,400	(375,000)	1,286,400

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-20 Professional/Consultant	40,000	0	40,000
452-0000-601.90-03 Improvements	1,621,400	(375,000)	1,246,400
Total:	1,661,400	(375,000)	1,286,400

Industry Dr Prop Purch (SW2403)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	0	424,000	424,000
Total:	0	424,000	424,000

<u>Expenditures:</u>	\$	\$	\$
452-0000-601.90-01 Land	0	424,000	424,000
Total:	0	424,000	424,000

Fund 417: Stormwater Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
417-0000-392.01-00 From Fund Balance	0	200,000	200,000
Total:	0	200,000	200,000

<u>Expenditures:</u>	\$	\$	\$
417-6996-696.76-05 Storm Water Project Fund	0	200,000	200,000
Total:	0	200,000	200,000

**Fund 457: Stormwater Project Fund
Stormwater Infrastructure (ST2400)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	0	200,000	200,000
Total:	0	200,000	200,000

<u>Expenditures:</u>	\$	\$	\$
457-0000-622.90-03 Improvements	0	200,000	200,000
Total:	0	200,000	200,000

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY23

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

Action Form No.: AF-198-2023
Work Session: June 19, 2023
First Reading: June 20, 2023
Final Adoption: July 18, 2023
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The General Fund is being amended to allocate leftover Transit money to the Nature Center project in the amount of \$20,177 and to the River Bend project (GP1512) in the amount of \$115,000 and to the Repair & Maintenance-Veh line (110-4810-481.20-56) in the amount of \$72,698.

The General Projects-Special Revenue Fund is being amended to clean up old projects and reallocate leftover dollars towards new and existing projects. 15 projects are being closed.

The General Project Fund is being amended to clean up old projects and reallocate leftover dollars towards new and existing projects. 9 projects are being closed.

The Fleet Fund is being amended to allocate \$1.8 million in Fund Balance to cover overages in Fuel/Parts in the amount of \$1.2 million and Replacement Vehicles in the amount of \$605,000.

The Health Insurance Fund and the Retirees Health Insurance Funds are both being increased by \$500,000 to utilize Fund Balance in the event of a shortfall.

Attachments:

- 1. Ordinance

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund budget be amended by transferring \$135,177 from the To UMTA Fund line (110-4804-481.70-13) to the To General Project Fund line (110-4804-481.70-36) for use in the River Bend project (GP1512) in the amount of \$115,000 and the BMP Nature Center project (GP2215) in the amount of \$20,177, and by transferring \$72,698 from the To UMTA Fund line (110-4804-481.70-13) to the Repair & Maintenance-Vehicles line (110-4810-481.20-56).

SECTION II. That the General Projects-Special Revenue Fund be amended by appropriating \$9,435 from the Coca-Cola Corporation to the Coca Cola Appropriation project (NC1604), by appropriating \$9,900 in donations to the Traffic Signals/Poles project (NC2228), by transferring \$3,737 from the Street Resurfacing project (NC2200), \$686 from the Sidewalk Improvements project (NC2201), \$160 from the Enhanced Landscaping project (NC2202), and \$401,624 from the Local Roads project (NC2206) for a total of \$406,207 to the Street Resurfacing project (NC2300), by transferring \$8 from the Contura Energy Services project (NC1903) and \$14,831 from the AED Devices project (NC2004) for a total of \$14,839 to the Fire Equipment project (NC2216), by transferring \$1,000 from the Bays Mtn Road Maintenance project (NC1805), \$7,037 from the Greenbelt Repaving project (NC2223), \$7,002 from the Leisure Services Software project (NC2225), \$12,275 from the Greenbelt Landscaping project (NC2227), \$3,487 from the Turf Renovator project (NC2241), and \$729 from the Civic Auditorium Imp project (NC2246) to the Allandale Improvements project (NC2217) in the amount of \$24,486, to the Greenbelt Bridge project (NC2231) in the amount of \$7,042 and to the KPD Camera Upgrade project (NC2245) in the amount of \$2, by transferring \$11,513 from the Turf Renovator project (NC2241) and \$1,817 from the Building Software project (NC2021) to the Building Code Enforcement project (NC2222) in the amount of \$3,687 and to the Building Demolition project (NC2313) in the amount of \$9,643, by transferring \$635 from the TAC Creative Partner Grant project (NC2117) to the TAC Creative Partner Grant project (NC2109), by transferring \$460 from the FM Diabetes project NC2023 to the FM Diabetes project (NC2332). Close NC2200, NC2201, NC2202, NC2206, NC1903, NC2004, NC1805, NC2223, NC2225, NC2241, NC2245, NC2021, NC2222, NC2109, and NC2023.

SECTION III. That the General Projects Fund be amended by reducing the Greenbelt East Ext. Ph. 1 project (GP1529) by \$309,691, transferring \$936 to the IT-Tech Infra & Back Office project (GP2005) in the amount of \$443 and to the BMP Nature Center project (GP2215) in the amount of \$493, by appropriating \$20,177 from the General Fund to the BMP Nature Center project (GP2215), and appropriating \$115,000 from the General Fund to the River Bend project (GP1512), by transferring \$5,000 from the Litigation Contingency Project (GP1614) to the Litigation Contingency project (GP2304), by transferring \$10,673 from the Justice Center Improvements project (GP1731) to the Justice Center Design project (GP2205), by transferring \$286 from the Signal Pole Upgrades project (GP1808) and \$3,368 from the Signal Shed project (GP2110) for a total of \$3,654 to the Street Lights & Signals project (GP2218), by appropriating \$9,076 in donations to the Library Improvements project (GP1908), by transferring \$11,492 from the Pinnacle Towers Road project (GP1900) to the Pinnacle Towers Road project (GP2306), by transferring \$27,555 from the Aesthetic Improvements project (GP1822) to the PW Recycle

Centers project (GP2207), by transferring \$31,382 from the Bays Mtn Nature Center Exhibit project (GP1839) to the Bays Mountain Otter Exhibit project (GP2305), by transferring \$1,503,693 from the Bays Mtn Amphitheatre project (GP2035) to the BMP Otter Exhibit project (GP2305), and by transferring \$288 from the Facility Maint & Improve project (GP1903) and \$4,182 from the Building Code Enforcement project (GP2024) for a total of \$4,470 to the Public Works-Parks ADA project (GP2007). Close GP2005, GP1614, GP1731, GP1808, GP2110, GP1900, GP1839, GP2035, and GP2024.

SECTION IV. That the Fleet Fund be amended by appropriating \$1,805,000 in Fund Balance Reserves (511-0000-392.01-00) to the Motor Vehicle Parts line (511-5008-501.30-23) in the amount of \$1,200,000 and to the Replacement Vehicles line (511-5008-501.90-10) in the amount of \$605,000.

SECTION V. That the Health Insurance Fund is being amended by increasing the From Fund Balance line (625-0000-392.01-00) by \$500,000 and the Insurance Claims line (625-1704-413.51-00) by the same \$500,000.

SECTION VI. That the Retirees Health Insurance Fund is being amended by increasing the From Fund Balance line (626-0000-392.01-00) by \$500,000 and increasing the Insurance Claims line (626-1704-413.51-00) by the same \$500,000.

Account Number/Description:

General Fund: 110

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-13 To UMTA Fund	380,000	(207,875)	172,125
110-4804-481.70-36 To General Project Fund	917,379	135,177	1,032,379
110-4810-481.20-56 Repair & Maintenance-Veh	64,199	72,698	157,074
Total:	1,361,578	0	1,361,578

General Projects-Special Revenue Fund: 111

Account Number/Description:

Coca Cola Appropriation (NC1604)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-364.20-00 From Corporations	85,765	9,435	95,200
Total:	85,765	9,435	95,200

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-04 Equipment	85,765	9,435	95,200
Total:	85,765	9,435	95,200

<u>Traffic Signals/Poles (NC2228)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-364.20-00 From Corporations	0	9,900	9,900
111-0000-391.01-00 From General Fund	100,000	0	100,000
Total:	100,000	9,900	109,900

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	2,715	2,715
111-0000-601.90-03 Improvements	100,000	7,185	107,185
Total:	100,000	9,900	109,900

<u>Streets Resurfacing (NC2200)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	2,394,056	(3,737)	2,390,319
Total:	2,394,056	(3,737)	2,390,319

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	2,279,505	(3,737)	2,275,768
111-0000-601.20-23 Arch/Eng/Landscaping Serv	114,551	0	114,551
Total:	2,394,056	(3,737)	2,390,319

<u>Sidewalk Improvements (NC2201)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	219,193	(686)	218,507
Total:	219,193	(686)	218,507

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.90-03 Improvements	219,193	(686)	218,507
Total:	219,193	(686)	218,507

<u>Enhanced Landscaping (NC2202)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	340,085	(160)	339,925
Total:	340,085	(160)	339,925

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	340,085	(160)	339,925
Total:	340,085	(160)	339,925

Local Roads (NC2206)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	12,459	0	12,459
111-0000-391.01-00 From General Fund	401,624	(401,624)	0
Total:	414,083	(401,624)	12,459

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	414,083	(401,624)	12,459
Total:	414,083	(401,624)	12,459

Streets Resurfacing (NC2300)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	1,227,518	0	1,227,518
111-0000-391.01-00 From General Fund	2,762,876	406,207	3,169,083
Total:	3,990,394	406,207	4,396,601

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	3,465,394	406,207	3,871,601
111-0000-601.20-23 Arch/Eng/Landscaping Serv	525,000	0	525,000
Total:	3,990,394	406,207	4,396,601

Contura Energy Services (NC1903)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-364.30-00 From Non-Profit Groups	787	(8)	779
Total:	787	(8)	779

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tools	787	(8)	779
Total:	787	(8)	779

AED Devices (NC2004)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	20,000	(14,831)	5,169
Total:	20,000	(14,831)	5,169

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tools	20,000	(14,831)	5,169
Total:	20,000	(14,831)	5,169

Fire Equipment (NC2216)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	295,856	0	295,856
111-0000-364.20-00 From Corporations	7,500	0	7,500
111-0000-364.30-00 From Non-Profit Groups	0	8	8
111-0000-391.01-00 From General Fund	150,000	14,831	164,831
Total:	453,356	14,839	468,195

Expenditures:

111-0000-601.90-04 Equipment	\$ 453,356	\$ 14,839	\$ 468,195
Total:	453,356	14,839	468,195

Bays Mtn Road Maintenance (NC1805)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	1,000	(1,000)	0
Total:	1,000	(1,000)	0

Expenditures:

111-0000-601.90-03 Improvements	\$ 1,000	\$ (1,000)	\$ 0
Total:	1,000	(1,000)	0

Greenbelt Repaving (NC2223)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	57,661	(7,037)	50,624
Total:	57,661	(7,037)	50,624

Expenditures:

111-0000-601.20-22 Construction Contracts	\$ 54,353	\$ (6,595)	\$ 47,758
111-0000-601.20-23 Arch/Eng/Landscaping Serv	3,308	(442)	2,866
Total:	57,661	(7,037)	50,624

Leisure Services Software (NC2225)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	100,000	(7,002)	92,998
Total:	100,000	(7,002)	92,998

Expenditures:

111-0000-601.90-08 Software \$5,000 & Over	\$ 100,000	\$ (7,002)	\$ 92,998
Total:	100,000	(7,002)	92,998

Greenbelt Landscaping (NC2227)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	107,075	(12,275)	94,800
Total:	107,075	(12,275)	94,800

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 107,075	\$ (12,275)	\$ 94,800
Total:	107,075	(12,275)	94,800

Turf Renovator (NC2241)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	15,000	(15,000)	0
Total:	15,000	(15,000)	0

Expenditures:

111-0000-601.90-04 Equipment	\$ 15,000	\$ (15,000)	\$ 0
Total:	15,000	(15,000)	0

Civic Auditorium Improvements (NC2246)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	25,000	(729)	24,271
Total:	25,000	(729)	24,271

Expenditures:

111-0000-601.90-03 Improvements	\$ 25,000	\$ (729)	\$ 24,271
Total:	25,000	(729)	24,271

Allandale Improvements (NC2217)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	285,000	0	285,000
111-0000-391.01-00 From General Fund	180,000	24,486	204,486
Total:	465,000	24,486	489,486

Expenditures:

111-0000-601.20-22 Construction Contracts	\$ 440,606	\$ 5,829	\$ 446,435
111-0000-601.20-23 Arch/Eng/Landscaping Serv	15,388	18,657	34,045
111-0000-601.90-04 Equipment	9,006	0	9,006
Total:	465,000	24,486	489,486

Greenbelt Bridge (NC2231)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	52,248	7,042	59,290
Total:	52,248	7,042	59,290

Expenditures:

111-0000-601.20-22 Construction Contracts	49,457	(2,957)	46,500
111-0000-601.20-23 Arch/Eng/Landscaping Serv	2,791	9,999	12,790
Total:	52,248	7,042	59,290

KPD Camera Upgrades (NC2245)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	25,000	2	25,002
Total:	25,000	2	25,002

Expenditures:

111-0000-601.90-03 Improvements	25,000	2	25,002
Total:	25,000	2	25,002

Building Software (NC2021)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	251,439	(1,817)	249,622
Total:	251,439	(1,817)	249,622

Expenditures:

111-0000-601.20-45 Training	98,574	(574)	98,000
111-0000-601.20-57 Computer Repairs/Maint	152,865	(1,243)	151,622
Total:	251,439	(1,817)	249,622

Building Code Enforcement (NC2222)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	75,000	3,687	78,687
Total:	75,000	3,687	78,687

Expenditures:

111-0000-601.20-22 Construction Contracts	75,000	3,687	78,687
Total:	75,000	3,687	78,687

Building Demolition (NC2313)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	150,000	9,643	159,643
Total:	150,000	9,643	159,643

Expenditures:

111-0000-601.20-22 Construction Contracts	150,000	9,643	159,643
Total:	150,000	9,643	159,643

TAC Creative Partner Grant (NC2117)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	13,000	0	13,000
111-0000-391.01-00 From General Fund	7,934	(635)	7,299
Total:	20,934	(635)	20,299

Expenditures:

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	10,934	(1,270)	9,664
111-0000-601.30-20 Operating Supplies & Tool	10,000	0	10,000
111-0000-601.90-06 Purchases \$5,000 & Over	0	635	635
Total:	20,934	(635)	20,299

TAC Creative Partner Grant (NC2109)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-368.99-00 Miscellaneous	26,200	0	26,200
111-0000-391.01-00 From General Fund	0	635	635
Total:	26,200	635	26,835

Expenditures:

	\$	\$	\$
111-0000-601.20-99 Miscellaneous	26,200	635	26,835
Total:	26,200	635	26,835

FM Diabetes (NC2023)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-368.99-00 Miscellaneous	475	(460)	15
Total:	475	(460)	15

Expenditures:

	\$	\$	\$
111-0000-601.20-99 Miscellaneous	475	(460)	15
Total:	475	(460)	15

FM Diabetes (NC2332)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-368.99-00 Miscellaneous	0	460	460
Total:	0	460	460

Expenditures:

	\$	\$	\$
111-0000-601.20-99 Miscellaneous	0	460	460
Total:	0	460	460

General Project Fund: 311

Account Number/Description:

Greenbelt East Ext. PH. 1 (GP1529)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.37-00 Dept of Transportation	962,519	(310,462)	652,057
311-0000-361.22-00 INT LGIP	0	1,707	1,707
311-0000-364.20-00 From Corporations	20,000	0	20,000
311-0000-368.10-47 Series 2014 A GO Bonds	10,000	0	10,000
311-0000-368.10-51 Series 2015 A (Oct) GO PI	167,360	0	167,360
311-0000-368.10-54 Series 2016 GO (Nov 4)	172,654	0	172,654
311-0000-368.21-01 Premium From Bond Sale	20,138	0	20,138
311-0000-391.01-00 From General Fund	111,100	(936)	110,164
Total:	1,463,771	(309,691)	1,154,080

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	166,000	(27)	165,973
311-0000-601.40-41 Bond Sale Expense	5,152	(1)	5,151
311-0000-601.90-01 Land	150,000	(12,134)	137,866
311-0000-601.90-03 Improvements	1,142,619	(297,529)	845,090
Total:	1,463,771	(309,691)	1,154,080

IT-Tech Infra & Back Office (GP2005)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	92,603	0	92,603
311-0000-368.21-01 Premium From Bond Sale	8,324	0	8,324
311-0000-391.01-00 From General Fund	262,894	443	263,337
Total:	363,821	443	364,264

Expenditures:

	\$	\$	\$
311-0000-601.20-57 Computer Repairs/Maint	234,444	(5,546)	228,898
311-0000-601.40-41 Bond Sale Expense	3,821	0	3,821
311-0000-601.90-03 Improvements	2,659	8,245	10,904
311-0000-601.90-06 Purchases \$5,000 & Over	122,897	(2,256)	120,641
Total:	327,724	443	364,264

BMP Nature Center (GP2215)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	0	20,670	20,670
311-0000-391.62-00 Bays Mtn Park Comm Fund	1,000,000	0	1,000,000
Total:	1,000,000	20,670	1,020,670

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	20,670	20,670
311-0000-601.90-03 Improvements	1,000,000	0	1,000,000
Total:	1,000,000	20,670	1,020,670

<u>River Bend (GP1512)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-334.50-10 KHRA	666,666	0	666,666
311-0000-368.10-47 2014 A GO Bonds	1,099,802	0	1,099,802
311-0000-368.10-66 Series 2019 GO Improvement	134,981	0	134,981
311-0000-368.21-01 Premium From Bond Sale	125,749	0	125,749
311-0000-391.01-00 From General Fund	388,855	115,000	503,855
Total:	2,416,053	115,000	2,531,053

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	150,000	115,000	265,000
311-0000-601.40-41 Bond Sale Expense	14,968	0	14,968
311-0000-601.90-01 Land	6,827	0	6,827
311-0000-601.90-03 Improvements	2,244,258	0	2,244,258
Total:	2,416,053	115,000	2,531,053

<u>Litigation Contingency (GP1614)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	5,000	(5,000)	0
Total:	5,000	(5,000)	0

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	5,000	(5,000)	0
Total:	5,000	(5,000)	0

<u>Litigation Contingency (GP2304)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	0	5,000	5,000
Total:	0	5,000	5,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	0	5,000	5,000
Total:	0	5,000	5,000

Justice Center Improvements (GP1731)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-368.10-46 2013 B GO Pub Imp	22,691	0	22,691
311-0000-368.10-47 Series 2014 A GO Bonds	29,795	0	29,795
311-0000-368.10-66 Series 2019 GO Imp	17,247	(10,673)	6,574
311-0000-368.21-01 Premium From Bond Sale	1,352	0	1,352
Total:	71,085	(10,673)	60,412

Expenditures:

311-0000-601.90-03 Improvements	71,085	(10,673)	60,412
Total:	71,085	(10,673)	60,412

Justice Center Design (GP2205)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	0	10,673	10,673
311-0000-368.10-69 GO Bonds Series 2021	368,200	0	368,200
311-0000-368.21-01 Premium From Bond Sale	36,161	0	36,161
311-0000-391.01-00 From General Fund	9,784	0	9,784
Total:	414,145	10,673	424,818

Expenditures:

311-0000-601.40-41 Bond Sale Expense	4,361	0	4,361
311-0000-601.90-03 Improvements	409,784	10,673	420,457
Total:	414,145	10,673	424,818

Signal Pole Upgrades (GP1808)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-368.10-51 Series 2015 A (OCT) GO PI	27,440	0	27,440
311-0000-368.10-54 Series 2016 GO (Nov 4)	665	0	665
311-0000-368.10-55 Series 2017 A GO Bonds	156,813	0	156,813
311-0000-368.10-66 Series 2019 GO Improvement	83,086	(286)	82,800
311-0000-368.21-01 Premium from Bond Sale	12,809	0	12,809
Total:	280,813	(286)	280,527

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Serv	40,000	(386)	39,614
311-0000-601.40-41 Bond Sale Expense	2,240	0	2,240
311-0000-601.90-03 Improvements	238,573	100	238,673
Total:	280,813	(286)	280,527

Signal Shed (GP2110)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391-01.00 From General Fund	60,000	(3,368)	56,632
Total:	60,000	(3,368)	56,632

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	60,000	(3,368)	56,632
Total:	60,000	(3,368)	56,632

Street Lights & Signals (GP2218)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	37,847	0	37,847
311-0000-368.10-66 Series 2019 GO Improvement	0	286	286
311-0000-391.01-00 From General Fund	62,446	3,368	65,814
Total:	100,293	3,654	103,947

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	100,293	3,654	103,947
Total:	100,293	3,654	103,947

Library Improvements (GP1908)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-364.10-00 Individuals	31,126	9,075	40,201
311-0000-364.30-00 From Non-Profits	1,535	0	1,535
311-0000-368.10-54 Series 2016 GO (Nov 4)	17,106	0	17,106
311-0000-368.10-56 GO Bonds Series 2018 A	90,992	0	90,992
311-0000-368.21-01 Premium from Bond Sale	3,378	0	3,378
311-0000-391-01.00 From General Fund	69,859	0	69,859
Total:	213,996	9,075	223,071

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.40-41 Premium from Bond Sale	3,153	0	3,153
311-0000-601.90-03 Improvements	210,843	9,075	219,918
Total:	213,996	9,075	223,071

Pinnacle Towers Road (GP1900)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-364.20-00 From Corporations	8,725	(7,717)	1,008
311-0000-391.01-00 From General Fund	3,775	(3,775)	0
Total:	12,500	(11,492)	1,008

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	12,500	(11,492)	1,008
Total:	12,500	(11,492)	1,008

Pinnacle Towers Road (GP2306)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-364.20-00 From Corporations	0	7,717	7,717
311-0000-391.01-00 From General Fund	0	3,775	3,775
Total:	0	11,492	11,492
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	0	11,492	11,492
Total:	0	11,492	11,492

Aesthetic Improvements (GP1822)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	278,988	(27,555)	251,433
311-0000-368.21-01 Premium from Bond Sale	21,873	0	21,873
311-0000-391.01-00 From General Fund	89,139	0	89,139
Total:	390,000	(27,555)	362,445
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	30,001	0	30,001
311-0000-601.20-23 Arch/Eng/Landscaping Serv	313,304	(27,555)	285,749
311-0000-601.90-03 Improvements	46,695	0	46,695
Total:	280,813	(27,555)	362,445

PW Recycle Centers (GP2207)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	0	27,555	27,555
311-0000-368.10-69 GO Bonds Series 2021	276,150	0	276,150
311-0000-368.21-01 Premium From Bond Sale	27,121	0	27,121
Total:	303,271	27,555	330,826
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	3,271	0	3,271
311-0000-601.90-03 Improvements	300,000	27,555	327,555
Total:	303,271	27,555	330,826

Bays Mtn Nature Ctr Exhib (GP1839)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-364.10-00 From Corporations	3,000	0	3,000
311-0000-368.10-55 Series 2017 A GO Bonds	84,294	0	84,294
311-0000-368.21-01 Premium from Bond Sale	3,852	0	3,852
311-0000-392.62-00 Bays Mtn Park Comm Fund	36,000	(31,382)	4,618
Total:	127,146	(31,382)	95,764

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,146	0	1,146
311-0000-601.90-03 Improvements	126,000	(31,382)	94,618
Total:	127,146	(31,382)	95,764

Bays Mtn Amphitheatre (GP2035)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 Improvement	54,000	(53,693)	307
311-0000-368.10-69 GO Bond Series 2021	874,475	(865,043)	9,432
311-0000-368.21-01 Premium From Bond Sale	85,883	(84,957)	926
311-0000-391.01-00 From General Fund	500,000	(500,000)	0
Total:	1,514,358	(1,503,693)	10,665

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	100,000	(100,000)	0
311-0000-601.40-41 Bond Sale Expense	10,358	0	10,358
311-0000-601.90-03 Improvements	1,404,000	(1,403,693)	307
Total:	1,514,358	(1,503,693)	10,665

BMP Otter Exhibit (GP2305)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 Improvement	0	53,693	53,693
311-0000-368.10-69 GO Bond Series 2021	0	865,043	865,043
311-0000-368.21-01 Premium From Bond Sale	0	84,957	84,957
311-0000-391.01-00 From General Fund	0	500,000	500,000
311-0000-391.62-00 Bays Mtn Park Comm Fund	0	31,382	31,382
Total:	0	1,535,075	1,535,075

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	170,177	170,177
311-0000-601.90-03 Improvements	0	1,364,898	1,364,898
Total:	0	1,535,075	1,535,075

Facility Maint & Improve (GP1903)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	21,000	0	21,000
311-0000-368.10-56 GO Bonds Series 2018 A	421,097	(288)	420,809
311-0000-368.21-01 Premium from Bond Sale	15,634	0	15,634
Total:	457,731	(288)	457,443
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	9,774	0	9,774
311-0000-601.90-03 Improvements	447,957	(288)	447,669
Total:	457,731	(288)	457,443

Building Code Enforcement (GP2024)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	173,360	(4,182)	169,178
Total:	173,360	(4,182)	169,178
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	171,460	(2,282)	169,178
311-0000-601.20-23 Arch/Eng/Landscaping Serv	1,900	(1,900)	0
Total:	173,360	(4,182)	169,178

Public Works-Parks ADA (GP2007)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-56 GO Bonds Series 2018 A	0	288	288
311-0000-368.10-66 Series 2019 GO Improvmnt	278,180	0	278,180
311-0000-368.21-01 Premium from Bond Sale	25,004	0	25,004
311-0000-391.01-00 From General Fund	0	4,182	4,182
Total:	303,184	4,470	307,654
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	3,184	0	3,184
311-0000-601.90-03 Improvements	300,000	4,470	304,470
Total:	303,184	4,470	307,654

Account Number/Description:

Fleet Maintenance Fund: 511

Revenues:

511-0000-392.01-00 From Fund Balance

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 4,804,604	\$ 1,805,000	\$ 6,609,604
Total:	4,804,604	1,805,000	6,609,604

Expenditures:

511-5008-501.30-23 Motor Vehicle Parts

511-5008-501.90-10 Replacement Vehicles

	\$ 3,439,262	\$ 1,200,000	\$ 4,639,262
	6,298,145	605,000	6,903,145
Total:	9,737,407	1,805,000	11,542,407

Account Number/Description:

Health Insurance Fund: 625

Revenues:

625-0000-392.01-00 From Fund Balance

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 3,097	\$ 500,000	\$ 503,097
Total:	3,097	500,000	503,097

Expenditures:

625-1704-413.51-00 Insurance Claims

	\$ 8,129,000	\$ 500,000	\$ 8,629,000
Total:	8,129,000	500,000	8,629,000

Account Number/Description:

Retirees Health Insurance Fund: 626

Revenues:

626-0000-392.01-00 From Fund Balance

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 0	\$ 500,000	\$ 500,000
Total:	0	500,000	500,000

Expenditures:

626-1704-413.51-00 Insurance Claims

	\$ 750,000	\$ 500,000	\$ 1,250,000
Total:	750,000	500,000	1,250,000

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2023 the 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-19-2023
Work Session: June 19, 2023
First Reading: June 20, 2023
Final Adoption: July 18, 2023
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2023 budget amendment number eight at their meeting on June 13, 2023. This amendment increases the General Purpose School Fund budget by \$913,088. The estimated revenue for Other Local Revenues is being increased by \$14,000 for a donation received from the John Adams PTO. These funds will be used for playground improvements. The estimated revenue for Other State Grants is being increased by \$6,000 for TN Arts Commission grants. The estimated revenue for Other Federal Funds and Other State Education funds is being increased by \$893,088 for the summer learning program. There are also miscellaneous school transfers requested by principals that increase and decrease various accounts by \$48,731. There are four General Project Fund projects that are complete and have an excess of \$80,949 of General Purpose School Funds. It is recommended that these funds be transferred to the School Capital Improvement project (GP2301). The four projects and their balance are: School Technology Upgrade (GP1922) - \$5,625, Johns Sevier Renovations (GP2112) - \$6,750, Robinson Cooling Tower (GP2210) - \$32,250, and JFJ Stadium Lighting Upgrade (GP2219) - \$36,324.

Attachments:
1. Ordinance

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

Item X2.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other Local Revenue by \$14,000. The expenditure budget will be amended by increasing the appropriations John Adams Non-Instructional Equipment by \$14,000. There are various school accounts that will be increased and decreased by \$40,408 to accommodate miscellaneous transfers requested by principals. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Dobyns-Bennett Renovation project (GP2111) by \$80,949 and by decreasing the estimated revenues and appropriations for the School Technology Upgrade project (GP1922) by \$5,625; the John Sevier Renovation project (GP2112) by \$6,750; the Robinson Cooling Tower project (GP2210) by \$32,250; and the JFJ Stadium Lighting project (GP2219) by \$36,324.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-337-7590 Other Fed Through State	0	268,144	268,144
141-0000-338-6590 Other State Ed Funds	400,000	624,944	1,024,944
141-0000-338-6980 Other State Grants	0	6,000	6,000
141-0000-369-4990 Other Local Revenue	893,542	14,000	907,542
<i>Totals</i>	<u>1,293,542</u>	<u>913,088</u>	<u>2,206,630</u>

<u>Expenditures:</u>	\$	\$	\$
141-7150-711-0116 Reg Inst-Teacher Salaries	28,197,600	466,200	28,663,800
141-7150-711-0163 Reg Inst-Inst Assts	1,477,000	142,800	1,619,800
141-7150-711-0201 Reg Inst-Social Security	1,762,100	37,759	1,799,859
141-7150-711-0204 Reg Inst-State Retirement	2,562,600	60,900	2,623,500
141-7150-711-0210 Reg Inst-Unemploy Comp	21,500	400	21,900
141-7150-711-0212 Reg Inst-Medicare	411,900	8,831	420,731
141-7150-711-0429 Reg Inst-Inst Supplies	616,650	23,425	640,075
141-7250-801-0162 Prin Office-Clerical	148,000	11,200	11,200
141-7250-801-0201 Prin Office-Social Security	196,700	695	197,395
141-7250-801-0204 Prin Office-State Retirement	282,600	1,120	283,720
141-7250-801-0162 Prin Office-Medicare	45,900	163	46,063
141-7250-791-0513 Board of Ed-Workers Comp	144,600	2,812	147,412
141-7250-831-0146 Transportation-Bus Drivers	595,700	70,840	666,540
141-7250-831-0146 Transportation-Other Sal	0	11,200	11,200
141-7250-831-0146 Transportation-Social Sec	38,200	5,088	43,288
141-7250-831-0146 Transportation-St Retirement	52,300	8,204	60,504
141-7250-831-0146 Transportation-Medicare	9,000	1,191	10,191
141-7250-831-0146 Transportation-Maint of Veh	902,000	40,260	942,260

141-7225-801-0599	Prin Office-Johnson Oth Exp	0	3,000	3,000
141-7225-801-0599	Prin Office-Wash Oth Exp	0	3,000	3,000
141-7200-773-0599	D-B Student Travel	73,000	(2,000)	71,000
141-7200-781-0431	D-B Repair of Books	3,884	(2,000)	1,884
141-7200-781-0432	D-B Library Bools	33,753	(5,000)	28,753
141-7200-781-0599	D-B Audio-Visual	28,334	(2,000)	26,334
141-7600-871-0599	D-B Non-Inst Equip	53,271	11,000	64,271
141-7110-711-0429	Sevier Inst, Supplies	34,213	(4,000)	30,213
141-7110-711-0722	Sevier Inst, Equip	12,772	(2,400)	10,372
141-7210-773-0599	Sevier Student Travel	8,000	(8,000)	0
141-7610-871-0790	Sevier Non-Inst, Equip	31,570	14,400	45,970
141-7115-711-0722	Jackson Reg-Inst – Equip	8,852	(5,500)	3,352
141-7215-801-0355	Jackson Sup – Prin Travel	2,000	(1,367)	633
141-7615-871-0790	Jackson – Non-Inst Equip	8,852	6,867	15,719
141-7120-711-0722	Jefferson Inst Equip	9,504	(6,574)	2,930
141-7220-781-0599	Jefferson Awards & Dues	1,979	866	2,845
141-7620-871-0790	Jefferson Non-Inst Equip	12,633	5,708	18,341
141-7116-711-0429	Roosevelt Inst Supplies	14,193	(5,582)	8,611
141-7116-711-0722	Roosevelt inst Equipment	6,808	(2,741)	4,067
141-7616-871-0790	Roosevelt Non-Inst Equip	8,082	8,323	16,405
141-7258-801-0355	DBE-Principal Travel	2,000	(1,567)	433
141-7658-871-0790	DBE Non-Inst Equip	3,000	1,567	4,567
141-7612-871-0790	Adams Non-Inst Equip	25,504	14,000	39,504
Totals		37,846,554	913,088	38,759,642

Fund 311: General Project Fund

John Sevier Renovations (GP2112)

Revenues:

	\$	\$	\$	
311-0000-391-2100	Transfer from School Fund	15,000	(6,750)	8,250
Total:		15,000	(6,750)	8,250

Expenditures:

311-0000-601-2023	Architect/Engineering Serv	15,000	(6,750)	8,250
Total:		15,000	(6,750)	8,250

Robinson Cooling Tower (GP2210)

Revenues:

	\$	\$	\$	
311-0000-391-2100	Transfer from School Fund	415,000	(32,250)	382,750
Total:		415,000	(32,250)	382,750

Expenditures:

	\$	\$	\$	
311-0000-601-2022	Construction Contracts	385,000	(31,000)	354,000
311-0000-601-2023	Architect/Engineering Serv	30,000	(1,250)	28,750
Total:		415,000	(32,250)	382,750

JFJ Stadium Lighting Upgrade (GP2219)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	750,324	(36,324)	714,000
Total:	750,324	(36,324)	714,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	726,324	(36,324)	690,000
311-0000-601-2023 Architect/Engineering Serv	24,000	0	24,000
Total:	750,324	(36,324)	714,000

Schools Technology Upgrade (GP1922)

<u>Revenues:</u>	\$	\$	\$
311-0000-331-5600 E-Rate Funds	470,602		470,602
311-0000-391-2100 Transfer from School Fund	186,271	(5,625)	180,646
Total:	656,873	(5,625)	651,248

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9004 Equipment	656,873	(5,625)	651,248
Total:	656,873	(5,625)	651,248

School Capital Improvements (GP2301)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	1,200,000	80,949	1,280,949
Total:	1,200,000	80,949	1,280,949

<u>Expenditures:</u>			
311-0000-601-2022 Construction Contracts	1,135,000	80,949	1,215,949
311-0000-601-2023 Architect/Engineering Serv	65,000	0	65,000
Total:	1,200,000	80,949	1,280,949

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.

PAT W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHAL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2023 School Nutrition Services Fund Budget

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

Action Form No.: AF-110-2023
Work Session: June 19, 2023
First Reading: June 20, 2023

Final Adoption: July 18, 2023
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
On June 13, 2023, the Board of Education approved an amendment to the FY 2022-2023 School Nutrition Services Fund budget. The budget is being increased by \$620,000 by appropriating funds from the Unreserved Fund Balance. \$315,000 of these funds will be used to purchase equipment for kitchens in various schools. \$305,000 will fund the replacement of the dishwasher at Dobyns-Bennett.

Attachments:
1. Ordinance

	<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 GENERAL PROJECT FUND BUDGETS
FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the School Nutrition Services Fund Budget be amended by increasing the estimated revenue for Fund Balance Appropriations by \$620,000. The expenditure budget will be amended by increasing the appropriations various schools Capital Outlay accounts by \$620,000.

Fund 147: School Nutrition Services Fund

<u>Revenues:</u>	\$		\$		\$
147-0000-392-0100 Fund Balance Appropriations		100		620,000	620,100
Totals		100		620,000	620,100

<u>Expenditures:</u>	\$		\$		\$
147-7300-851-0710 Non-Inst. – Food Serv. Equip.		20,100		349,450	369,550
147-7305-851-0710 Non-Inst. – Food Serv. Equip.		10,000		13,200	23,200
147-7310-851-0710 Non-Inst. – Food Serv. Equip.		10,000		29,300	39,300
147-7315-851-0710 Non-Inst. – Food Serv. Equip.		10,000		19,900	29,900
147-7316-851-0710 Non-Inst. – Food Serv. Equip.		5,000		24,150	29,150
147-7330-851-0710 Non-Inst. – Food Serv. Equip.		10,000		76,700	86,700
147-7335-851-0710 Non-Inst. – Food Serv. Equip.		10,000		90,000	100,000
147-7340-851-0710 Non-Inst. – Food Serv. Equip.		10,000		4,050	14,050
147-7345-851-0710 Non-Inst. – Food Serv. Equip.		0		6,950	6,950
147-7355-851-0710 Non-Inst. – Food Serv. Equip.		2,000		6,300	8,300
Totals		87,100		620,000	707,100

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 an Ordinance to Amend the FY 2023 School Federal Projects Fund Budget

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

Action Form No.: AF-111-2023
Work Session: June 19, 2023
First Reading: June 20, 2023

Final Adoption: July 18, 2023
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On June 13, 2023, the Board of Education approved an amendment to the FY 2022-2023 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$5,116,761, based on estimated amounts. There are six new grants and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$1,399,156. This makes the amended total \$6,515,917.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FY 2023 SCHOOL
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2023 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
AC2301 TN All Corps	0	465,500	465,500
ADMN23 Consolidated Administration	155,000	(6,124)	148,876
CPG023 Carl Perkins Grant	137,143	22,780	159,923
CPR023 Carl Perkins Reserve Grant	0	90,000	90,000
ELA023 Epidemiology Additional Funds	0	372,725	372,725
HAG023 Homeless Assistance Program	0	80,156	80,156
IK1223 Partnership for Systemic Change K-12	40,000	(40,000)	0
IPRE23 Partnership for Systemic Change Pre-K	22,000	(22,000)	0
MI2301 Math Implementation Grant	0	71,250	71,250
PS2301 IDEA Pre-School	54,207	2,320	56,527
RS2301 Resilient Schools	0	54,859	54,859
TSTW23 Transition School to Work Grant	251,280	11,925	263,205
T12301 Title I	2,242,513	(27,515)	2,214,998
T123N1 Title I Neglected	24,771	(11,957)	12,814
T22301 Title II	300,379	201,011	501,390
T32301 Title III	11,672	211	11,883
T42301 Title IV	174,132	(1,515)	172,617
T62301 IDEA Part-B	1,703,664	135,530	1,839,194
Totals:	5,116,761	1,399,156	6,515,917
 <u>Expenditures:</u>	 \$	 \$	 \$
Instruction	2,189,049	534,394	2,723,443
Support Services	2,520,750	849,542	3,370,292
Non-Instructional Services	0	25,840	25,840
Capital Outlay	0		0
Other Charges (Fund Transfers)	406,962	(10,620)	396,342
Totals:	5,116,761	1,399,156	6,515,917

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2023 School Special Projects Fund Budget

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

Action Form No.: AF-112-2023
Work Session: June 19, 2023
First Reading: June 20, 2023

Final Adoption: July 18, 2023
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2023 budget amendment number eight at their meeting on June 18, 2023. This amendment increases the School Special Projects Fund budget by \$2,010,490, for a revised total of \$3,469,590. The estimated revenue for State Revenue is being increased by \$1,964,590 and the estimated revenue for Other Local Revenue is being increased by \$45,900. The appropriations for the Innovative Model Schools Grant being established in the amount of \$2,000,000. The appropriations for the Coordinated School Health grant and the Safe Schools grant are being increased by a total of \$19,590. The appropriations for the Washington and DBE STEM grants are being increased by \$8,700 each. The appropriations for the Family Resource Center and Homeless Assistance programs are being increased by \$28,500 for donations received. The appropriations for the Homeless Assistance grant funds are being decreased by \$55,000 and these grant funds will be moved to the Federal Projects Funds.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. ****

**PRE-FILED
CITY RECORDER**

AN ORDINANCE TO AMEND THE FY 2023 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2023 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
CSH023 Coordinated School Health	100,000	2,610	102,610
DBE023 DB Excel STEM Grant	20,000	8,700	28,700
DBRO23 D-B Robotics	30,000	0	30,000
FRC023 Family Resource Center	29,612	17,500	47,112
HAG023 Homeless Assistance	55,000	(44,000)	11,000
IS2301 Innovative Schools Model Grant	0	2,000,000	2,000,000
KTIP23 Kingsport Truancy Intervention	53,720	0	53,720
PK5123 Pre-K Expansion Grant System-Wide	676,900	0	676,900
SSA023 Safe Schools Act	115,000	16,980	131,980
SCHD23 Sullivan Co Health Department Grant	166,000	0	166,000
WASH23 Washington STEM Grant	20,000	8,700	28,700
Transfer from General School Fund	192,868	0	192,868
<i>Totals:</i>	<u>1,459,100</u>	<u>2,010,490</u>	<u>3,469,590</u>
<u>Expenditures:</u>	\$	\$	\$
Instruction	806,203	1,812,400	2,618,603
Support Services	652,897	156,227	809,124
Non-Instructional Services	0	0	0
Capital Outlay	0	41,863	41,863
Other	0	0	0
<i>Totals:</i>	<u>1,459,100</u>	<u>2,010,490</u>	<u>3,469,590</u>

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.

PAT W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of a Resolution to Approve a Change Order to Emergency Repair Contract with GRC Civil Services for the Moreland Drive Sewer Forcemain.

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

Action Form No.: AF-215-2023
Work Session: July 17, 2023
First Reading: N/A

Final Adoption: July 18, 2023
Staff Work By: W. Stallard / C. Austin
Presentation By: Ryan McReynolds

Recommendation:
Approve Resolution

Executive Summary:

In February and March of 2023, city crews responded to Moreland Drive because of sewer discharges in close proximity to each other. Upon further inspection of the area, it was determined that a 20-inch sewer forcemain had deteriorated and broken each time.

The pipe was investigated, and it was determined that approximately 900 ft of the pipe had degraded to a point beyond repair and needed to be replaced before another break occurred. Utility engineering staff discussed these repairs with local contractors and received quotes from three of them to replace the pipe. GRC Civil Services provided the lowest quote (\$326,225.00 with rock contingency additional) and was chosen to proceed with the repair under an emergency contract. The approval for the emergency contract is included.

During construction of the new pipeline, GRC encountered a large amount of rock which greatly slowed their progress. GRC included an hourly cost for rock excavation in their original quote. Because of the unanticipated rock and some extra backfill and asphalt, a change order to their original contract is required to be approved by the board. The total cost of the change order is \$84,259.00, for a total contract price of \$410,484.00.

Attachments:

1. Resolution
2. Emergency Contract Approval
3. Change Order

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

Item XI1.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER TO THE EMERGENCY REPAIR CONTRACT WITH GRC CIVIL SERVICES, INC. FOR THE MORELAND DRIVE SEWER FORCEMAIN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, in February and March of 2023, city crews responded to sewer discharges in close proximity to each other in the Moreland Drive area and determined that a twenty-inch (20") sewer forcemain had deteriorated and broken each time; and

WHEREAS, it was discovered that approximately 900 feet of pipe had degraded to the point it was beyond repair and needed to be replaced prior to another break; and

WHEREAS, Utility engineering staff discussed this issue with local contractors and received quotes from three of them to replace the pipe and GRC Civil Services, Inc. ("GRC") provided the lowest quote of \$326,225.00 with a rock contingency being additional and GRC was chosen to proceed with the repair as an emergency purchase pursuant to Kingsport Code of Ordinances 2-605 and 2-606; and

WHEREAS, during the construction of the new pipeline, GRC encountered a large amount of rock which greatly slowed the process; GRC included an hourly cost for rock excavation in their original quote; however, because of the unanticipated rock some extra backfill, and asphalt is required to complete the project; and

WHEREAS, a change order to the original contract in the amount of \$84,259.00, is needed for the additional costs incurred for rock excavation making the total contract costs \$410,484.00.

Now therefore,

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

SECTION I. That the change order to the contract with GRC Civil Services, Inc. for the sewer forcemain on Moreland Drive, by an increase in the amount of \$84,259.00, 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, the change order and all documents necessary and proper to effectuate the change order to the contract with GRC Civil Services, Inc. for the sewer forcemain on Moreland Drive.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



MEMO

To: Ryan McReynolds, Deputy City Manager

From: Chad Austin, Assistant Utilities Director – Engineering/Operations

Date: May 10, 2023

Regarding: Approval for Contracting Emergency Repairs to Sewer Force Main

The Utilities Department is requesting approval to enter into a contract with GRC Civil Services in the amount of \$326,225.00 for the replacement of a 20" sewer force main along Moreland Dr. Also requested is approval to enter into a contract in the amount of \$59,995.00 with HEPACO to provide personnel and equipment to bypass this area of the force main during construction by using Vacuum Truck Support at the Moreland Dr lift station.

In early February, Utility Maintenance crews responded to a sewer discharge along Moreland Dr. Again in early March crews responded to a similar discharge in the same area. At that time crews informed their supervisors that the pipe material that caused the discharge was in "really bad shape".

Their concerns brought about an investigation by our engineering group that involved digging up the pipe in four areas to assess the condition of the pipe. Using an ultrasonic pipe thickness measuring device it was determined that approximately 900 ft of pipe had degraded to a point beyond repair and needed to be replaced as soon as possible. Engineering staff discussed these repairs with some local contractors and received quotes from three of them to replace the pipe. The lowest quoted price was received from GRC Civil Services.

GRC Civil Services can receive the materials and start on the project on May 22. It is imperative that we have the replacement done before any other large rainfall events. Our permit requires that we have no sewer discharges outside the system and we have already had two. Any further discharges will bring us under scrutiny of TDEC.

In accordance with Section 2-605 of the City of Kingsport Code of Ordinances, authorization to make purchases in and for apparent or actual emergency situations affecting immediate health, safety, and general welfare of the city is provided. All quotes are attached for reference.

This memo must be signed and approved by the Department Head and City Manager in order to process payment for this requested agreement. Their signatures denote approval to enter into the requested contracts.



Ryan McReynolds, PE, Deputy City Manager

5-10-23
Date



Chris McCartt, City Manager

5-11-23
Date

Public Works | Utilities Department
1113 Konnarock Rd | Kingsport, TN 37664 | P: 423-229-9454

www.kingsporttn.gov

Clean Water

Public Health

Serving Citizens

Item X11.

Ensor, Niki

From: Ensor, Niki
Sent: Tuesday, May 2, 2023 8:21 AM
To: McReynolds, Ryan; Austin, Chad
Subject: FW: Moreland Drive FM Break Timeline
Attachments: Moreland Drive FM Break Timeline (002).docx

Hey Ryan,

See attached timeline for the recent breaks on Moreland drive. We have actually had 4 breaks on the FM over the past year. The breaks in February and March were so close together and the pipe was in such poor condition we feel we need replace this section asap. We have three proposals. Contractors were able to meet with us fairly quickly so we thought it would be good to get multiple quotes while waiting on the others to submit. Let me know if you have any questions or reservations proceeding with emergency repiar.

Thanks



Asset: Sewer Force Main 21999	Address: 1162 MORELAND DR	
Task ID: 854747	Task Date: 7/28/2022	Discharge Cause: Line Break
Task ID: 869735	Task Date: 9/12/2022	Discharge Cause: Line Break
Task ID: 916107	Task Date: 2/17/2023	Discharge Cause: Line Break
Task ID: 919767	Task Date: 3/6/2023	Discharge Cause: Line Break

Number of Recorded Events: 4



March 31, 2023

**Will Stallard
Kingsport Public Works
1113 Konnarock Road
Kingsport, Tennessee 37664**

RE: Moreland Drive Force Main Repair

Total Estimated Amount: \$326,225

Scope of Work Includes

1. Mobilization
2. Asphalt Saw Cutting
3. 20" C900 Pipe Installation (900 feet)
4. Bedding and Backfill Stone
5. Traffic Control
6. Paving of Disturbed Areas
7. Seeding/Straw of Disturbed Areas
8. Installation of ARV with Vault

Scope Excludes

1. Undercut of unsuitable soils.
2. Rock excavation.
3. Bypass pumping.
4. Repair of existing line.

Notes

1. Rock excavation is excluded. The unit price for rock removal is \$642 per hour.
2. Bypass pumping is excluded. The City of Kingsport will be responsible for turning off pumps and potentially pumping holding tanks during the tie ins for the new line. The tie ins will be performed starting at approximately 9:00 PM EST on the determined date.
3. The lead time for the pipe and fittings is 4 to 6 weeks. The fittings priced in the quote are P401 lined ductile iron. The pipe is 20" C900. Blue in color.
4. GRC Civil Services can start the work after receipt of material. Material will be ordered after receipt of a NTP and PO.

Please call with or email any questions.

Thank You,



Todd R. Johnson
President
GRC Civil Services
423-579-8089



04/19/2023

Billy Sturgill
City of Kingsport
Utilities Maintenance Superintendent
1113 Konnarock Road
Kingsport, TN, 37664
billysturgill@kingsporttn.gov
423-224-2548

Subject: Vacuum Truck Support - Pipe Repair Project

Quote Number: QT-3356

Dear Billy,

Thank you for the opportunity to provide this proposal for the Misc Field Services located at 1113 Konnarock Road, Kingsport, TN 37664.

HEPACO is a premier environmental contractor with coverage from 45 offices. We specialize in emergency response, industrial services, remediation, and waste services. HEPACO serves a multitude of customers including transportation companies, energy companies, environmental consultants, industrial facilities, terminals, environmental service companies, general contractors, property owners, and many other public and private-sector clients.

HEPACO, with its well-rounded and cross-trained staff, can effectively and efficiently complete this project and appreciates the opportunity. We stand firmly behind our work and always strive to deliver exceptional value and a high level of service at reasonable pricing.

Scope of Work

HEPACO will provide the following:

- The scope of work is as discussed during the project site walk, a detailed scope of work and safety plan can be provided upon award of project.

Assumptions

HEPACO assumes the following:

- Hepaco assumes that all the water used to pressure wash and flush clean the frac tanks, pumps and hoses at the completion of the project can be dumped into the same manhole or other location as directed by the City of Kingsport.
- All work will be completed in one mobilization unless otherwise noted
- If groundwater is encountered, additional pricing for transportation, disposal, management, and/or containment will apply. This will be charged according to the HEPACO Time and Materials Rate Sheet.
- Prices do not include any required permitting unless otherwise noted
- Prices do not include any surgical excavation around utilities, surface and/or subsurface structures (it is assumed utilities are not present)



- Client will provide any required sampling/analysis, technical reports, surveying, compaction testing and/or private utility locating services unless otherwise noted
- All disposal prices are based on final profile approval and waste acceptance by the disposal facility
- Client is responsible for any additional price associated with non-conforming waste as determined by the disposal facility
- Field crew will be on-site working eight (8) hours per day M-F with no weekend or holiday work unless otherwise noted
- Customer is responsible for disposal prices unless otherwise noted
- Quantities are speculative. Except for minimums, all billing will be based on actual quantities.

Price

A pricing itemization is provided in Attachment A.

HEPACO Basic Conditions:

- Hepaco will provide all the equipment and personnel discussed during the project site walk.
- The City of Kingsport will provide complete access to the lift station work area along with the manhole dump location. This includes traffic control and road closure at both locations which includes the required personnel for this work.
- There may be a need for some ground work at the lift station including gravel.
- Hepaco may need to utilize the church parking lot as a turnaround for the vacuum trucks to line up for loading.
- All projects require a two (2) week notice to proceed. HEPACO will make every effort possible to meet all our client's requests; however, HEPACO cannot guarantee a project start date with less than two (2) weeks' notice to proceed.
- This proposal is contingent upon credit approval and valid for thirty days
- For any additional work beyond the original scope of work, time and material rates will apply.
- Except for minimums, billing will be based on actual quantities at unit prices (see Attachment A).
- A four (4)-hour minimum will apply to all unit pricing quoted by the hour
- Unit prices quoted by the day will be billed at the full day rate for any work on site. There will be no partial billing for partial workdays.
- Unit prices quoted by the day apply up to eight hours per day. After eight hours per day, the day rate will be pro-rated for additional hours.
- Unit prices are based on a non-union work force, no prevailing wages, no overtime work, and no performance bond.
- Additional costs related to unexpected, concealed, or unknown conditions or any delays at the project site shall be incurred by customer.
- HEPACO will not be held responsible if underground or above ground structures, cables, conduits, site features, property, materials, or equipment are destroyed, damaged, or rendered inoperable during the project.
- Pricing includes HEPACO's standard insurance coverage. Adding additional insured or increased coverages will be at additional pricing and will be quoted on a case-by-case basis.



Again, thank you for the opportunity and we look forward to completing this project.

Sincerely,

Joseph Baarlaer

Joseph Baarlaer
HEPACO Branch Manager



Subject: Vacuum Truck Support - Pipe Repair Project

Quote Number: QT-3356

By signing below the customer acknowledges that they have received, reviewed, and agree to the HEPACO Proposal

Owner or Owner Agent: _____

Print Name

Signature: _____

Owner or Owner Agent

Date of Acceptance: _____

ATTACHMENT A
PRICING ITEMIZATION TABLE

Item X11.



PRICING ITEMIZATION TABLE

Item Name or Description	Estimated Quantity	Unit Price	Units of Measure	Total Line-Item Price
HEPACO PERSONNEL, EQUIPMENT, RENTAL EQUIPMENT, FUEL, PPE, TOOLS & MISC. SUPPLIES	1	\$59,995.00	PROJECT	\$59,995.00

Estimated Total Quote Price: \$59,995.00



Construction Company, Inc.

P.O. BOX 4806 * JOHNSON CITY, TN 37602-4806 * (423) 282-3251 * FAX (423) 282-3976
WATER - SEWER - EXCAVATING - GRADING - ROADBUILDING - BRIDGES

Proposal

04/07/2023

Will Stallord, Civil Engineer
City of Kingsport
Public Works

RE: 20" Force Main Repair located on Mooreland Drive

Please see our scope of work and pricing for the above referenced project.

Provide materials and labor to install approx. 850' - 900' of 20" PVC pipe and connect to existing Ductile Iron line. Scope also includes 1 ARV Assembly, cleanup and restoration, and trench asphalt repair.

TOTAL FOR PROJECT: \$355,240.00

EXCLUSIONS:

Permits and Associated Fees
Undercut for unsuitable soils
Full lane width asphalt repair
Bypass pumping if required

****Due to current workload, Thomas Construction Company could not guarantee a start date earlier than 2 months from notice of award.****

A handwritten signature in black ink, appearing to read "K. Ham", is positioned above the printed name.

Kyle Ham
Project Manager

www.thomascon.com

Item X11.



VIA E-MAIL
 March 27, 2023

City of Kingsport
 1113 Konnarock Rd
 Kingsport, TN 37664
 Attn: Will Stallard
 WillStallard@KingsportTN.gov

RE: Moreland Drive 20" Force Main Repairs Tennessee

Mr. Stallard:

As requested, we are glad to submit the following proposal for providing Sewer Rehabilitation via Open Cut Replacement of 20" Force Main. Our proposal is as follows:

Item #	Description:	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 21,100.00	\$ 21,100.00
2	Traffic Control	1	LS	\$ 16,375.00	\$ 16,375.00
3	20" PVC DR18 C900 Force Main	900	LF	\$ 424.00	\$ 381,600.00
4	Air Release Valve Assembly	1	LS	\$ 18,150.00	\$ 18,150.00
5	Crushed Aggregate Backfill (As Directed by Owner)	350	TN	\$ 41.00	\$ 14,350.00
6	Asphalt Pavement Repair	40	TN	\$ 395.00	\$ 15,800.00
7	Seeding	1,670	SY	\$ 11.50	\$ 19,205.00
8	Curb & Gutter	100	LF	\$ 85.00	\$ 8,500.00
	Total				\$ 495,080.00

Notes:

Pucc pricing is based on the following conditions:

1. The Owner will provide bypass pumping at the conclusion of reconstructing the force main. At that time, the Owner can bypass the force main as needed, in order for Pucc to connect both ends of the new line.
2. All backfill in roadway will be performed using existing material or crushed aggregates. (Per item #5) If Flowable Fill is required, there will be an additional charge of \$300.00 per cubic yard installed.
4. Quantity is estimated based on provided documents and field observations.

Thank you for the opportunity to provide you with this proposal. Please do not hesitate to call if you have any questions or comments.

Sincerely,

Portland Utilities Construction Co., LLC

Michael E. Woodcock

Michael E. Woodcock

Vice President

CHANGE ORDER

Date 7/19/2023

OWNER'S Project No. SW2203 ENGINEER'S Project No. 2023-C15
Project Moreland Drive Forcemain Repair

CONTRACTOR GRC Civil Services, Inc.
Contract For Moreland Drive Forcemain Repair Contract Date 5/25/2023

To: GRC Civil Services, Inc.
Contractor

You are directed to make the changes noted below in the subject Contract:

ATTEST:

CITY RECORDER CITY OF KINGSPORT
OWNER

APPROVED AS TO FORM:

CITY ATTORNEY By: MAYOR OF KINGSPORT

Dated: _____

Nature of the Changes

Unanticipated rock was uncovered during emergency repair. Price per hour was included in quote. Backfill stone and asphalt overlay was increased because of rock excavation, as follows:
Rock Excavation: 108 Hours x \$642/hour = \$69,336.00
Backfill stone overrun: 248.18 tons x \$38.09/ton = \$9,339.00
Asphalt overrun: 50 tons x \$111.69/ton = \$5,584.00

Enclosures Change Order Letter from GRC Civil Services

These changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	\$	<u>\$326,225.00</u>
Net <u>Increase</u> Resulting from this Change Order	\$	<u>\$84,259.00</u>
Current Contract Price Including This Change Order	\$	<u>\$410,484.00</u>

Item X11.

Contract Time Prior to This Change Order	40	Days
Net <u>Increase</u> Resulting from this Change Order	0	Days
Current Contract Date Including This Change Order	40	Days or Date

The Above Changes Are Approved

Project Manager

By: Will Stallard

Date: _____

The Above Changes Are Accepted

Contractor

By: _____

Date: _____

Routing

1. Board of Mayor and Aldermen for approval and authorization for the Mayor to sign on behalf of the City
2. Project Manager
3. Contractor
4. City Attorney
5. Mayor
6. City Recorder

Distribution by City Recorder

1. Original executed change order to contract file
2. Copy to Contractor
3. Copy to Project Manager
4. Copy to Purchasing Director



AGENDA ACTION FORM

Consideration of a Resolution Authorizing a Services Agreement with Bailey Computing Technology, Inc. (BCTI) for Technical Services

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

Action Form No.: AF-199-2023
Work Session: July 17, 2023
First Reading: NA
Final Adoption: July 18, 2023
Staff Work By: Floyd Bailey
Presentation By: Floyd Bailey

Recommendation:
Approve the Resolution.

Executive Summary:
As technology continues to advance it is important to remain current while maintaining the various devices and systems utilized throughout the city. These include, but are not limited to desktop pc's, laptops, tablets, servers, VOIP phone system, exchange email, Webex solutions, etc.

There may be times when complex issues arise with these devices and systems which would require outside technical services. BCTI provides tiered service blocks for technical services which provides priority service, direct access, and discounted rates to the customer. Tiered service blocks are skill based to ensure the customer receives the necessary level of expertise without overpaying for technical service.

It is requested to enter into an agreement with BCTI for technical services on an as-needed basis in an amount not to exceed \$150,000.00, and an option to renew annually. BCTI is a member of the National Cooperative Purchasing Association referencing NCPA 01-96 50 Unit Service Block for the requested technical services.

Funding is available and identified within Information Technology's operating accounts.

- Attachments:**
1. Resolution
2. Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO BAILEY COMPUTING TECHNOLOGIES, INC. FOR TECHNICAL SERVICES ON AN AS NEEDED BASIS THROUGH THE NATIONAL COOPERATIVE PURCHASING ASSOCIATION CONTRACT NO.: 01-96

WHEREAS, as technology continues to advance, it is important to the operation of the city that the technological services offered to resolve complex issues are resolved in a timely manner; and

WHEREAS, for this timeliness to occur, it is necessary for the city to utilize outside technical services like Bailey Computing Technologies, Inc. (BCTI); and

WHEREAS, city would like to extend a purchase order to BCTI for a 50-unit service block for technical services on an as-needed basis in an amount not to exceed \$150,000.00 and an option to renew annually; and

WHEREAS, city is a member of National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, these technical services are available through NCPA Contract No.: 01-96; and

WHEREAS, to utilize these services, the city will need to submit a purchase order to Bailey Computing Technologies, Inc. (BCTI); and

WHEREAS, the funding is available in Information Technology operating accounts.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Bailey Computing Technologies, Inc. (BCTI) for a 50-unit service block of as-needed technical services in the amount not to exceed \$150,000.00.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



We have prepared a quote for you

NCPA 01-96 50 Unit Service Block

Quote # 006852
Version 1

Prepared for:

City of Kingsport

Floyd Bailey
floydbailey@kingsporttn.gov

Item XI2.

Professional Services

Description	NCPA DNE	Price	Qty	Ext. Price
<p>BCTI 50 Unit NCPA 01-96 Service Block - Any of our Professional Services including Network, Systems, VOIP, Security, WebEX, On Premise Voice Solutions,Wireless etc.</p> 	\$8,420.00	\$8,250.00	1	\$8,250.00

Subtotal: **\$8,250.00**

Item XI2.

NCPA 01-96 50 Unit Service Block



Prepared by:

BCTI

Cyndee Purdy-Godsey
423-283-0543
cpurdy-godsey@bcti.com

Prepared for:

City of Kingsport

City Hall
415 Broad Street
Kingsport, TN
Floyd Bailey
(423) 343-9840
floydbailey@kingsporttn.gov

Quote Information:

Quote #: 006852


Version: 1
Delivery Date: 06/19/2023
Expiration Date: 07/19/2023

Quote Summary

Description	Amount
Professional Services	\$8,250.00
Total: \$8,250.00	

NOTE: Unless otherwise stated pricing includes shipping and delivery to customer site. Pricing does not include sales tax. Organizations exempt from sales tax must provide a copy of their exemption certificate. A minimum of 75% down payment is required for all orders. Pricing for labor is tiered and based on the skills required to perform the work. Tier pricing ranges from \$126.75 to \$253.50/hr weekdays (8:00am-5:00pm), weekends and after business hours are billed at 1.5 times, holidays at 2 times, unless otherwise noted. Service, travel, and remote support will be billed in 15 min increments with a one hour minimum for onsite service. This quote is confidential and not to be shared, copied, or distributed outside the organization named on this quote. Pricing is valid until the quote expiration date. Expired products are subject to additional reinstatement fees.

BCTI

Signature: 
Name: Cyndee Purdy-Godsey
Title: Account Executive
Date: 06/19/2023

City of Kingsport

Signature: _____
Name: Floyd Bailey
Date: _____

Item XI2.

TIER	EXPERTISE	UNITS	TYPICAL SERVICE
TIER 1	Technician	0.75	Basic Technology Components
TIER 2	Engineer	1.00	Common Networking Solutions
TIER 3	Advanced Engineer	1.25	Advanced Internetworking Technologies
TIER 4	Expert Engineer	1.50	World-Class Expert Support

Why BCTI Tiered Service Blocks?

Over the last 30 years BCTI has learned that once new business technology solutions have been designed and properly deployed, the majority of ongoing technical services requested by our clients do not require the skills, or expenses, associated with our Senior Engineers. BCTI's Tiered Service Blocks are skills based to ensure that our customers always receive the level of expertise they need without over-paying for assistance with basic technology issues.

How does BCTI Tiered Service Block Pricing Work?

Our unique tiered unit program allows us to match the effective rate to the skill level required to service your organization's needs. For example, when your business needs basic PC support (TIER 1), time is recorded at 0.75 units (1 hour is recorded as 45 minutes). Common networking services such as assistance with backups or Active Directory modifications (TIER 2) would be debited to your service block account as 1.00 units (1 hour is recorded as 1 hour). Advanced engineering and configuration needs call for advanced level support skills (TIER 3) and is recorded at time 1.25 units (1 hour would be recorded as 1 hour and 15 minutes).

When the issue is highly complex and/or the time to resolve the issue is mission critical to your business, BCTI is proud to offer our Expert Engineer services (TIER 4) delivering world-class expertise from our exceptionally skilled and experienced Senior Engineers. Expert Engineer services are recorded at 1.50 units (1 hour would be recorded as 1 hour and 30 minutes) and provide the most qualified support available anywhere. Our Senior Engineers have years of enterprise experience and maintain multiple expert level certifications including Cisco CCIE, Cisco CCNP, Microsoft MCSE, VMware VCP, and Citrix CCE-V.

Examples of Professional Services and Corresponding Tiers

Tier 1 Technician	Tier 2 Engineer	Tier 3 Advanced Engineer	Tier 4 World-Class Expert
PC, laptop, tablet deployment and troubleshooting	Windows Server deployment, configuration, troubleshooting – physical environment	Windows Server deployment, configuration, troubleshooting – virtual environment	Data and server synchronization between multiple sites (SAN-to-SAN replication, DFS, disaster recovery solutions, etc.) System fault tolerance and high availability solutions
Printer, scanner deployment and troubleshooting	Deploying and troubleshooting basic Layer 2 switching (single VLAN)	Deploying and troubleshooting basic Layer 3 routing (static routes, RIP) and multiple VLANs	Complex routing/switching deployments such as BGP, EIGRP, GRE Tunnels, GLBP, HSRP, OSPF

Tier 1 Technician	Tier 2 Engineer	Tier 3 Advanced Engineer	Tier 4 World-Class Expert
Basic hardware component installation	Wireless access point and intelligent UPS deployments	Wireless site surveys, controller configuration, bridges, outdoor mesh	Highly available automated failover wired/wireless infrastructure and VoIP solutions
Microsoft Office / Office 365 endpoint installation and troubleshooting (Excel, Outlook PowerPoint, Word)	Non-server-based E-mail and data migration to Exchange online and OneDrive. Setup of additional common apps (Teams or Skype).	Office 365 directory synchronization with Active Directory. Single sign-on with password hash or pass-through. Exchange server mailbox migrations to Office 365. E-mail encryption and online message archiving.	Active Directory integration and Single sign on with ADFS. Exchange Hybrid Mode Deployments. Office 365 Enterprise E5 deployments including cloud VoIP, audio conferencing, and advanced information protection with DLP.
Manual software installation on desktops or laptops	Deploying server-based anti-virus, anti-spam solutions	Server virtualization (Citrix, Microsoft, VMware, etc.) and automated patch management (e.g. WSUS)	Citrix Netscaler, XenApp, and/or XenDesktop solutions. DevOps automation solutions for advanced application and OS deployments (PowerShell, Group Policy, SCCM).
Cable management, network closet cleanup	Basic management of Windows Server accounts, DNS, or DHCP	Advanced server-based technologies including AD, MDT, Exchange, RDP / Terminal Services, SQL, etc.	Software Development including Access, Excel Power Tools (Power Query / Power BI), SQL, and VBA
Deploying racks, cabinets and mounting equipment in them	Cloud managed security solutions including Cisco Umbrella, Duo two-factor authentication	Meraki cloud managed solutions including cameras, firewalls, switches, and routers	Configuring and troubleshooting the integration of Cisco Unified Communications with Office 365
Manually installing service packs on desktops or laptops	Configuring, troubleshooting backup solutions	Deploying and configuring Storage Area Networks, Network Attached Storage	Virtual desktop infrastructure solution deployment and support. Architect and deployment of hyperconverged infrastructure solutions.
Telephone/VoIP handset deployment	Configuration of basic TDM phone systems and cloud-based VoIP	Non cloud based VoIP support, modifications, software upgrades, and troubleshooting	Cisco VoIP deployment including dial plans, end-to-end quality/type of service, site failover, complex multi-system/site troubleshooting
Copper/CAT6 cabling and termination	Fiber optic cabling and termination	Firewalls, VPN, IDS/IPS, certificates, secure remote access authentication	Highly available firewall configurations utilizing multiple firewalls and/or ISPs



NCPA Tiered Service Blocks

Priority Service, Direct Access, Discounted Rates

BLOCK UNITS	COST PER UNIT	SERVICE BLOCK COST	SERVICE BLOCK SAVINGS	CHECK ONE
	\$169	N/A	N/A	<input type="checkbox"/>
25	\$167	\$ 4,175	\$ 50	<input type="checkbox"/>
50	\$165	\$ 8,250	\$ 200	<input type="checkbox"/>
100	\$154	\$15,400	\$ 1,500	<input type="checkbox"/>
200	\$143	\$29,600	\$ 5,200	<input type="checkbox"/>
300	\$137	\$41,100	\$ 9,600	<input type="checkbox"/>
500	\$132	\$66,000	\$18,500	<input type="checkbox"/>
1,000	\$121	\$121,000	\$48,000	<input type="checkbox"/>

Support Package Summary

- Service Block clients receive priority over non-service block customers.
- Service Block clients receive direct access to BCTI’s Help Desk.
- Travel is billed at \$85 per hour and may be deducted from the technical service block or billed separately at the client’s request.
- Telephone support will be billed in 15-minute increments at the per-unit/tier contracted rate. Onsite service is billed in 15-minute increments with a 1-hour minimum.
- 8 a.m. – 5 p.m. Monday through Friday is billed at the per-unit/tier contracted rate.
- 5 p.m. – 8 a.m. Monday through Friday and Saturdays and Sunday are billed at 1.5 times the per-unit/tier contracted rate. Holidays are billed at 2 times the per-unit/tier contracted rate.
- Service Block units may be exchanged, dollar for dollar, for classroom instruction or any of BCTI’s technical services. Service Block units may not be exchanged for hardware or software.
- Unless otherwise noted, all units must be used within one calendar year from time of purchase.
- Service Block statements and service reports are emailed to clients monthly.

Company:

Primary Contact:

Billing Address:

City, State, Zip:

Phone and Fax Numbers:

Email Address:

Secondary Contact:

BCTI Representative:

Date:

Authorized Signature:

Date:



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Execute Purchase Order(s) for Microsoft 365 Licenses

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

Action Form No.: AF-200-2023
Work Session: July 17, 2023
First Reading: NA
Final Adoption: July 18, 2023
Staff Work By: Floyd Bailey
Presentation By: Floyd Bailey

Recommendation:

Approve the Resolution.

Executive Summary:

As technology advances it is important to remain current with software and essential upgrades for desktop pc's, laptops, and tablets used throughout the city. Microsoft 365 is a cloud-based platform that includes Microsoft Teams, Word, Excel, PowerPoint, Outlook, OneDrive, and advanced security. Microsoft 365 offers a robust set of capabilities which includes access to your files, collaborate with team members from anywhere, and increases operational efficiencies for frontline employees.

It is recommended to utilize the cooperative purchasing agreements with Dell Marketing, L.P. (State of Tennessee SWC 49580) and Bailey Computing Technologies, Inc. (BCTI) (NCPA 01-96) for annual individual Microsoft 365 licenses. Purchasing the licenses from both vendors allows flexibility to maximize cost savings and leverages the expertise specific to our need.

Pricing for each license is based on level and need for each user. Therefore, it is requested to issue a purchase order to Dell Marketing, L.P. and BCTI for Microsoft 365 licenses in a total amount not to exceed \$80,000.

Funding is available and identified in NC2240.

Attachments:

- 1. Resolution
- 2. Quotes (2)

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS TO DELL MARKETING, L.P. AND BAILEY COMPUTING TECHNOLOGIES, INC. FOR THE ACQUISITION OF MICROSOFT 365 LICENSES UNDER THE TERMS OF STATE OF TENNESSEE AGREEMENT SWC 49580 AND NATIONAL PURCHASING ALLIANCE CONTRACT NO.: 01-96

WHEREAS, in order to remain current with software and essential upgrades for city desktops, laptops, and tablets the city would like to acquire Microsoft 365 Licenses; and

WHEREAS, local governments are allowed to use state contracts to purchase goods and services directly from holders of contracts with the state, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, city is a member of National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, the Microsoft 365 Licenses are available pursuant to Tennessee State Contract SWC 49580 and NCPA Contract No.: 01-96 and to acquire the licenses, the city will need to submit purchase orders to Dell Marketing, L.P. ("Dell") and Bailey Computing Technologies, Inc. ("BCTI"); and

WHEREAS, the city will purchase from both vendors to allow flexibility to maximize cost savings and leverages the expertise specific to our needs and it is requested to submit a purchase order to either Dell or BCTI for a total amount not to exceed \$80,000.00 depending upon this need; and

WHEREAS, the funding is available in project no.: NC2240.

Now therefore,

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

SECTION I. That the city manager is authorized to execute purchase orders to Dell Marketing, L.P. and Bailey Computing Technologies, Inc. for the purchase of Microsoft 365 Licenses in the amount of \$80,000.00.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Dell M365 CSP (Cloud Solution Provider)

Dell Microsoft 365 Cloud Solution Provider (CSP) Overview: Basic Support
 Our offering is Microsoft 365 Cloud Solution Provider (CSP) bundled with **onboarding, activation, administrative guidance, as well as ongoing Dell support**. Customers have 24x7 access to engineers for support (both the admin and end user would be able to call in for support as needed). This option is offered with a monthly commitment, which allows you to easily increase, decrease, or change the selected plan at any time. We also offer annual commitment with monthly or annual billing offering if preferred, however, the annual commitment does not allow the flexibility to decrease plan QTY.
****BASIC SUPPORT DOES NOT INCLUDE EMAIL MIGRATION ASSISTANCE**

CSP PLAN -- GOVERNMENT (Basic Support)		QTY	Annual Payment, Annual Commit		
			Part Number	Price per User Annually	Extended Annual
Office 365 GCC G1 (new price - March 2022)		1	AB975512	\$96.58	\$ 96.58
Office 365 GCC G3 (new price - March 2022)		1	AB975511	\$238.62	\$ 238.62
Office 365 GCC G5 (new price - March 2022)		1	AB975513	\$409.60	\$ 409.60
					\$ -
					\$ -
Exchange Online (Plan 1) for GCC		1	AA977573	\$45.12	\$ 45.12
Exchange Online (Plan 2) for GCC		1	AA831885	\$88.00	\$ 88.00
					\$ -
					\$ -

Annual Payment	\$ 877.93
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**pricing does not include any applicable tax*



We have prepared a quote for you

NCPA 01-96 365 Options

Quote # 006871
Version 1






Prepared for:

City of Kingsport

Floyd Bailey
floydbailey@kingsporttn.gov

Item XI3.

Software

Description	NCPA DNE	Price	Qty	Ext. Price
Exchange Online Plans				
Microsoft Exchange Online (Plan 1) - Government (GCC) (Annual Prepaid) 	\$47.04	\$44.94	1	\$44.94
Microsoft Exchange Online (Plan 2) - Government (GCC) (Annual Prepaid) 	\$94.08	\$89.87	1	\$89.87
Office 365 Plans				
Microsoft Office 365 G1 - Government (GCC) (Annual Prepaid) 	\$114.07	\$108.97	1	\$108.97
Microsoft Office 365 G3 - Government (GCC) (Annual Prepaid) 	\$270.48	\$246.64	1	\$246.64
Microsoft Office 365 G5 - Government (GCC) (Annual Prepaid) 	\$466.48	\$388.09	1	\$388.09
Subtotal:				\$878.51

Item X13.

NCPA 01-96 365 Options



Prepared by:

BCTI

Cyndee Purdy-Godsey
423-283-0543
cpurdy-godsey@bcti.com

Prepared for:

City of Kingsport

City Hall
415 Broad Street
Kingsport, TN
Floyd Bailey
(423) 343-9840
floydbailey@kingsporttn.gov

Quote Information:

Quote #: 006871


Version: 1
Delivery Date: 06/27/2023
Expiration Date: 07/27/2023

Quote Summary

Description	Amount
Software	\$878.51
Total: \$878.51	

NOTE: Unless otherwise stated pricing includes shipping and delivery to customer site. Pricing does not include sales tax. Organizations exempt from sales tax must provide a copy of their exemption certificate. A minimum of 75% down payment is required for all orders. Pricing for labor is tiered and based on the skills required to perform the work. Tier pricing ranges from \$126.75 to \$253.50/hr weekdays (8:00am-5:00pm), weekends and after business hours are billed at 1.5 times, holidays at 2 times, unless otherwise noted. Service, travel, and remote support will be billed in 15 min increments with a one hour minimum for onsite service. This quote is confidential and not to be shared, copied, or distributed outside the organization named on this quote. Pricing is valid until the quote expiration date. Expired products are subject to additional reinstatement fees.

BCTI

Signature: 
Name: Cyndee Purdy-Godsey
Title: Account Executive
Date: 06/27/2023

City of Kingsport

Signature: _____
Name: Floyd Bailey
Date: _____

Item X13.



AGENDA ACTION FORM

Consideration of a Resolution to Ratify a Purchase made by the City of Kingsport Fire Department Utilizing Sourcewell Cooperative Purchasing Agreement #032620.

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

Action Form No.: AF- 217-2023
First Reading: July 17, 2023
Final Adoption: July 18, 2023

Staff Work By: Asst Chief Terry Arnold
Presentation By: Chief Boyd

Recommendation:

Approve the Resolution

Executive Summary:

This resolution will ratify the purchase of 15 Self-Contained Breathing Apparatus by the Kingsport Fire Department.

On November 1, 2022 the board passed Ordinance No. 7056 which appropriated funding in the amount of \$125,000 to the fire department for the acquisition of Self-Contained Breathing Apparatus (SCBA). The fire department identified a cooperative purchasing agreement through the Sourcewell purchasing cooperative that would allow the purchase of the SCBA's through Municipal Emergency Services from Scott Safety.

On December 5, 2022 a quote from Municipal Emergency Services was accepted for 15 SCBAs at a total cost of \$122,400.00.

Pursuant to Tennessee Code Annotated section 12-3-1205 city is authorized to procure goods, supplies, services, or equipment through a cooperative purchasing agreement without the need to publish an invitation for bids.

Based on the total sum, the board is required to authorize the purchase. A purchase may be ratified when the only deficiency in the purchasing process is the failure to follow a required procedure. The acquisition was only deficient in the process followed and therefore the board is asked to ratify the purchase at this time.

Funding is identified in project # NC2215

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE PURCHASE OF 15 SELF CONTAINED BREATHING APPARATUS BY THE KINGSPORT FIRE DEPARTMENT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 032620 FOR 15 SELF CONTAINED BREATHING APPARATUS AND NECESSARY ACCESSORIES

WHEREAS, on November 1, 2022 the board passed Ordinance No. 7056 which appropriated funding in the amount of \$125,000 to the fire department for the acquisition of Self-Contained Breathing Apparatus (SCBA); and

WHEREAS, the fire department identified a cooperative purchasing agreement through the Sourcewell purchasing cooperative that would allow the purchase of the SCBA's through Municipal Emergency Services from Scott Safety;

WHEREAS, Pursuant to Tennessee Code Annotated section 12-3-1205 city is authorized to procure goods, supplies, services, or equipment through a cooperative purchasing agreement without the need to publish an invitation for bids and as such the fire department on December 5, 2022 accepted a quote from Municipal Emergency Supply for the purchase of 15 SCBAs and necessary accessories for the sum of \$122,400.00; and

WHEREAS, due to the sum of the purchase, authorization by the board is required; and

WHEREAS, funding for this equipment is available in project account no.: NC2215.

Now therefore,

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

SECTION I. That the board hereby ratifies the purchase, and any and all acts related thereto, of 15 Self Contained Breathing Apparatus and necessary accessories utilizing Sourcewell Cooperative Purchasing Agreement No. 032620, from Municipal Emergency Services for use by the fire department in the amount of \$122,400.00.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Quote # QT1609277
Date 08/15/2022
Expires 08/30/2022
Sales Rep Jenkins, Timothy A
Shipping Method FedEx Ground
Customer CITY OF KINGSPORT (TN)
Customer # C41931

Bill To

CITY OF KINGSPORT
ATTN: Accounts Payable
225 W. Center Street
Kingsport TN 37660
United States

Ship To

CITY OF KINGSPORT
1162 DOLLY PARTON PKWY
Sevierville TN 37862
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8814025305304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	15	\$6,075.00	\$91,125.00
804721-01			CYL&VLV ASSY CARB,30MIN,4500	30	\$898.00	\$26,940.00
201215-28			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED	15	\$289.00	\$4,335.00

Sourcewell RFP #032620
3Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment
Customer Membership ID #29779
Freight is Paid

Subtotal \$122,400.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$122,400.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1609277

Item XI4.

NC 2215



AGENDA ACTION FORM

Consideration of a Resolution to Amend an Agreement with Barge Design Solutions Inc. for Additional Professional Design and Survey Services for the Riverbend Park Project.

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

Action Form No.: AF-219-2023
Work Session: July 17, 2023
First Reading: July 18, 2023

Final Adoption: July 18, 2023
Staff Work By: Kitty Frazier
Presentation By: Michael Borders

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport entered into a professional services agreement with Barge Design Solutions, Inc. on August 18, 2021, for Riverbend Park Phase 1 in the amount of \$148,540. Due to unforeseen site and soil conditions encountered during construction, additional design and survey services are needed through Barge Design Solutions Inc. for completion of the project. The proposed fee for these services is \$14,781.

Funds are available in GP1512.

Attachments:

1. Resolution
2. Additional Services Request
3. Riverbend Design Modifications Memorandum

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR RIVERBEND PARK PHASE I AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on August 17, 2021, by Resolution No.: 2022-031, the city entered into an agreement with Barge Design Solutions, Inc. for project construction documents, environmental services/permitting, bidding and construction phase services; and

WHEREAS, due to unforeseen site and soil conditions encountered during construction, additional design and survey services are needed for completion of the project; and

WHEREAS, Barge Design Solutions, Inc. has agreed to do these additional needed services and the proposed fee for these are \$14,781.00, making the total project \$163,321.00; and

WHEREAS, the funding is available in account no.: GP1512.

Now therefore,

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

SECTION I. That an amendment to the agreement with Barge Design Solutions, Inc., for additional services in the amount of \$14,781.00 is approved.

SECTION II. That 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 for the same, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement.

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

June 9, 2023

Ms. Kitty Frazier
Parks and Recreation Manager
City of Kingsport
1550 Fort Henry Drive
Kingsport, Tennessee 37660

RE: Riverbend Park – Phase 1
Additional Services Amendment No. 02

Dear Ms. Frazier:

Barge Design Solutions, Inc. (Barge) is requesting additional services for additional design and survey services in conjunction with unforeseen site and soil conditions encountered during construction. These additional services include the following tasks.

- Retaining Wall Design (as per ASI #3)
 - Additional topographic surveying to obtain current contours for revised grading design.
 - Structural design and detailing for incorporating a concrete retaining wall and sidewalk in lieu of the piers and boardwalk.
 - Civil layout, grading, profiles and detail modifications for the retaining wall and sidewalk design.
- Fishing Pier Foundation Re-Design (as per ASI #4)
 - Survey staking of the foundation locations for the contractor to do exploratory digging to determine depth of rock, and spot shots of top of rock.
 - Preparation of two foundation design options for contractor pricing.
- Alternative Trail Access Evaluation
 - Preparation of a sketch showing layout and grading to determine if an at grade ADA trail with no walls and utilizing the existing roadbed to access the lower level is a viable alternative. Viability will be determined by whether a no-rise condition within the floodplain can be accomplished.

The fee for these services is \$14,781 in accordance with the hours spent on these tasks.

Sincerely,

Barge Design Solutions, Inc.



Jennifer A. Salyer
Project Manager

c: Michael Borders, City of Kingsport
Nelson Elam, Barge Design Solutions, Inc.

Enclosures

Barge project # 36596-01

Item X15.

MEMORANDUM

TO: Kitty Frazier & Michael Borders
FROM: Jennifer Salyer
DATE: June 9, 2023
Barge PROJECT NO.: 36596-01
RE: Riverbend Park – Phase 1: Design Modifications

During the design of the Riverbend Park Phase 1 project, the City contracted with S&ME to conduct soil borings and prepare a report. 12 borings were taken along the trail, 1 at the plaza, 1 at the boardwalk and 1 at the fishing pier location. The design was based on the recommendations provided in the geotechnical report, and Barge consulted with S&ME throughout the design to check and verify the proposed design based on the available information.

The contractor encountered material that differed from the initial geotechnical report in the area of the boardwalk and fishing pier. After clearing the area for the boardwalk and installing a majority of the concrete pier foundations, 4 of the piers started to shift. This was exacerbated by heavy rains that began to wash out the embankment and behind the pier foundations. This resulted in the need to develop an alternative design for the boardwalk to stabilize the area. The final solution was to replace the section of boardwalk above the flood elevation with a concrete retaining wall and concrete sidewalk in lieu of the pier foundations and timber boardwalk. A rock seam was also encountered in this area affecting the pier foundations.

The original foundation design for the fishing pier was to install driven wooden piles with brackets that included rollers allowing for the pier height to adjust based on the water elevation and connected to a hinged gangway. Per the design documents, the fishing pier foundations were a delegated design to be provided by the manufacturer. After encountering rock at a shallow depth, the original driven pile design was no longer viable. The manufacturer submitted an alternative fishing pier design; however, they did not provide the foundation design. Due to the project schedule, Barge provided additional design services to prepare 2 foundation alternatives for the contractor to provide pricing.



AGENDA ACTION FORM

Consideration of a Resolution to Approve Submittal of a BlueCross BlueShield Healthy Place Grant Application

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

Action Form No.: AF-212-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Kitty Frazier
Presentation By: Michael Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved, the city will apply for a BlueCross BlueShield (BCBS) Healthy Places Grant. BCBS of Tennessee Foundation works with government and nonprofit entities to create BlueCross Healthy Places through an annual grant program. The Healthy Places goal is “to provide our neighbors with opportunities for healthy activity and to help strengthen the bonds that form the backbone of our communities.” Healthy places are free and open to the public and they’re accessible to visitors of all ages and abilities.

The City of Kingsport owns relatively undeveloped park property located at the intersection of Industry drive, Center Street, and Netherland Inn Road that is ideal for a Healthy Place site. Kingsport Parks and Recreation proposes to submit a BCBS grant application to further develop this property into a multi-use park possibly containing a playground, parking, restrooms, walking paths, access to Reedy Creek, multi-sport game courts, and other unique features.

Each awarded BlueCross Healthy Place requires name and branding incorporation into all projects. This new park space will be called BlueCross Healthy Place at Kingsport Riverwalk Park. These grant funds do not require any matching funds from the awarded applicant.

Parks and Recreation applied for the grant in the prior year. Staff are working with BCBS and vendor staff on final grant submittals including design and budget. Grant applications are due August 31st. Finalists will be notified of results by February 1st.

Attachments:

- 1. Resolution
- 2. Location Map
- 3. BlueCross Blue Shield Healthy Place Overview

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A BLUECROSS BLUESHIELD HEALTHY PLACE GRANT FROM BLUECROSS BLUESHIELD OF TENNESSEE FOUNDATION

WHEREAS, the city, through the Parks and Recreation Department, would like to apply for a BlueCross BlueShield (BCBS) Healthy Place Grant from BlueCross BlueShield of Tennessee Foundation, which will provide funds to develop a multi-use park at the intersection of Industry Drive, Center Street, and Netherland Inn Road; and

WHEREAS, the Healthy Places goal is to provide opportunities for healthy activity which are open to the public; and

WHEREAS, this program distributes \$7.5 million annually across Tennessee, and no matching funds are required to receive the grant; and

WHEREAS, each awarded BlueCross BlueShield Healthy Place requires name and branding incorporation into all projects, and in the event city is awarded the grant the new park space will be called BlueCross BlueShield Healthy Place at Kingsport Riverwalk Park.

Now therefore,

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

SECTION I. That the city is authorized to apply for a BlueCross BlueShield Healthy Place.

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 grant funds from the BlueCross BlueShield of Tennessee Foundation Healthy Place Grant which will provide funds to develop a multi-use park located at the intersection of Industry Drive, Center Street, and Netherland Inn Road, which requires no match.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Uniquely Designed for Your Community

BlueCross Healthy Places encompass a variety of features, from accessible play spaces to paved walking paths. We'll work with you to select the amenities that best meet the needs of the area you serve. Take a look below to see what your BlueCross Healthy Place could include.

COMMUNITY SPACES

LOCATION-SPECIFIC DESIGNS

ADULT FITNESS

SPORTS COURTS/FIELDS

ACCESSIBLE ELEMENTS



Item X16.



AGENDA ACTION FORM

Consideration of a Resolution to Amend Lease Agreements with Various Not-For Profit Entities to Extend the Lease Term at V.O. Dobbins, Sr. Complex

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

Action Form No.: AF-227-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Lindsey Devine
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will extend leases with the tenants of V.O Dobbins, Sr Complex until December 31, 2023, with the same terms. The City currently leases space in the V.O. Dobbins, Sr Complex to 5 not-for profit entities (United Way of Greater Kingsport, Douglass Alumni Association, ALS Association Tennessee Chapter, American Legion Hammond Post 3, Big Brothers Big Sisters of East Tennessee). The leases will be amended on identical terms.

The amended terms are an extension of the current leases. All other terms of the original leases and prior amendments thereto shall remain in full force and effect.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS TO LEASES BETWEEN THE CITY OF KINGSPORT AND ALS ASSOCIATION, AMERICAN LEGION HAMMOND POST NO. 3, BIG BROTHERS BIG SISTERS, DOUGLASS ALUMNI ASSOCIATION, AND THE UNITED WAY OF GREATER KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has leases with ALS Association, American Legion Hammond Post No. 3, Big Brothers Big Sisters, Douglass Alumni Association, and the United Way of Greater Kingsport for space in the V.O. Dobbins Sr., Complex; and

WHEREAS, most of these leases will expire in the coming months and the city desires to extend those leases to December 31, 2023 which will provide city and the tenants additional time to discuss terms for leases of longer duration if desired; and

WHEREAS, the United Way of Greater Kingsport lease amendment will also adjust their rented space to 4,395 square feet into what is known as Suite 201 and change the rent \$1,867.88 being due on the first day of each month of the extended term; and

WHEREAS, the amendment to the lease, for all five not-for-profit entities, will be effective August 1, 2023.

Now therefore,

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

SECTION I. That the Amendments to the leases with ALS Association, American Legion Hammond Post No. 3, Big Brothers Big Sisters, Douglass Alumni Association, and the United Way of Greater Kingsport are approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper, and to take such acts as necessary to effectuate the purpose of the amendments or this resolution, said amendments being as follows:

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 1 to the Lease between City of Kingsport, Tennessee, and ALS Association Tennessee Chapter, is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and ALS Association Tennessee Chapter.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 2023.

[Acknowledgements Deleted for Inclusion in this Resolution]

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee, and American Legion Hammond Post 3, is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and American Legion Hammond Post 3.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 2023

[Acknowledgements Deleted for Inclusion in this Resolution]

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee, and Big Brothers Big Sisters of East Tennessee, is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and Big Brothers Big Sisters of East Tennessee.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended for a period of four (4) months to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 2023.

[Acknowledgements Deleted for Inclusion in this Resolution]

AMENDMENT NUMBER 3 TO LEASE

This Amendment Number 3 to the Lease between City of Kingsport, Tennessee, and the Sons and Daughters of Douglass, Inc. is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and Sons and Daughters of Douglass, Inc.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 3 with the effective date of August 1, 2023.

[Acknowledgements Deleted for Inclusion in this Resolution]

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee, and United Way of Greater Kingsport is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and United Way of Greater Kingsport.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That Section 1. of the Lease is amended to include the following:

"Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord premises containing approximately 4,395 square feet, (hereinafter called "Leased Premises"), as shown outlined in red on the floor plan attached hereto as Exhibit "A", and known as Suite 201, located in the office building known as V. O. Dobbins Nonprofit Wing (hereinafter called "Office Building"), which is situated on that certain parcel of land (hereinafter called "Office Building Area") more particularly described in Exhibit "B" attached hereto. The following covenants are a part of this Lease and shall be applicable at all times throughout the term of this Lease, any extensions or renewals thereof and as otherwise set forth herein."

2. That Section 2. of the Lease is amended to include the following:

"Tenant shall pay to Landlord without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises at the rate of Five and 10/100 Dollars (\$5.10) per square foot per annum payable in advance in equal monthly installments of One Thousand Eight Hundred Sixty Seven and 88/100 Dollars (\$1,867.88) each on the first day of each month during the term hereof. All rentals payable by Tenant to Landlord under this Lease shall be paid to Landlord at the office of Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment. Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable. If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable and may be collected or enforced as by law provided in respect of rentals."

3. That section 4. of the Lease is amended to include the following "The Lease shall be extended to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 2023.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Approve Submittal of a Healthy Built Environment Grant Application

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

Action Form No.: AF-210-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Kitty Frazier
Presentation By: Michael Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved, the city will apply for a Tennessee Department of Health (TDH) grant for the replacement of playground equipment at Riverview Park.

TDH recognizes the link between the built environment and Health. TDH supports the creation of healthy built environments to protect, promote and improve the health and prosperity of all Tennesseans. TDH has appropriated \$900,000 to fund approximately 18 projects that advance health equity.

Maximum funding amount for Infrastructure, Design, and Construction applications is \$80,000. These grant funds do not require any matching funds from the awarded applicant. Kingsport Parks and Recreation has been selected, through a pre-application process, to submit a full application for funding to provide for the replacement of some playground equipment in Riverview Park. This equipment is over 13 years old and needs to be updated in order to provide an attractive play environment for children.

Attachments:
1. Resolution

	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 A HEALTHY BUILT ENVIRONMENT GRANT FROM THE TENNESSEE DEPARTMENT OF HEALTH

WHEREAS, the city, through the Parks and Recreation Department, would like to apply for a Healthy Built Environment Grant through the Tennessee Department of Health, which will provide for the replacement of playground equipment at Riverview Park; and

WHEREAS, the maximum amount of the grant award being \$80,000.00; and

WHEREAS, this grant does not require any matching funds.

Now therefore,

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

SECTION I. That the board authorizes the application for and if awarded receipt of the Health Built Environment grant offered by the Tennessee Department of Health.

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 grant funds from the Tennessee Department of Health, Healthy Built Environment Grant in the amount of \$80,000.00.

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER
APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Accept from the Kingsport Rotary Club a Donation of an Information Kiosk Located at the Veterans Memorial in J. Fred Johnson Park

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

Action Form No.: AF-211-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Kitty Frazier
Presentation By: Michal T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Rotary Club will soon be celebrating a centennial and as part of that process the club decided to honor area veterans by providing an electronic kiosk at the Kingsport Veterans Memorial. This kiosk provides an easy way to access information about each of the dedication pavers in the park, includes historical information about the historical components in the park, provides a link to a website dedicated to the Veterans Memorial and honors those who helped create all facets of the Veterans Memorial located in J. Fred Johnson Park. The Veterans Memorial Kiosk was designed and installed in partnership with Kingsport Parks and Recreation. The official dedication of the kiosk was held on Memorial Day 2022. The total project cost was \$30,056. it is requested that the City of Kingsport accept ownership of this great addition to J. Fred Johnson Park and the Veterans Memorial.

- Attachments:**
1. Resolution
2. Kingsport Rotary Club Letter
3. Kiosk Photo

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF AN
INFORMATION KIOSK LOCATED AT THE VETERANS
MEMORIAL AT J. FRED JOHNSON PARK

WHEREAS, on May 5, 2022, the Kingsport Rotary Club placed an information kiosk at the Veteran's Memorial at J. Fred Johnson Park and has been in use since that time; and

WHEREAS, the information kiosk is a way to access information about each of the dedication pavers in the park and includes historical information about the historical components in the park, as well as provides a link to a website dedicated to the Veterans Memorial and honors those who helped create the same; and

WHEREAS, the total cost of the setup and installation of the information kiosk was \$30,056.00 and now the Kingsport Rotary would like to donate the information kiosk to the city.

Now therefore,

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

SECTION I. That the donation to the city from the Kingsport Rotary Club information kiosk at the Veterans Memorial at the J. Fred Johnson Park, 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 citizens of the city.

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

July 1, 2023

Chris McCartt
City Manager
City of Kingsport
415 Broad St
Kingsport, TN 37664

Subject: Transfer of Ownership - Veterans Kiosk

Dear Chris,

Please consider this letter an official request to officially transfer the ownership of the Veterans Kiosk to the City of Kingsport. This transfer will serve to make the kiosk a valuable city asset and further enhance the city's commitment to honoring and supporting our veterans.

The Veterans Kiosk, which was completed under the diligent efforts of the Rotary Club of Kingsport, will serve as a symbol of gratitude and remembrance in our community. It has provided a centralized platform to share vital information, stories, and resources related to our veterans. The total cost of the kiosk is \$30,056, which includes a \$6,867 in-kind donation from the City of Kingsport to install the concrete pad and install power to the kiosk.

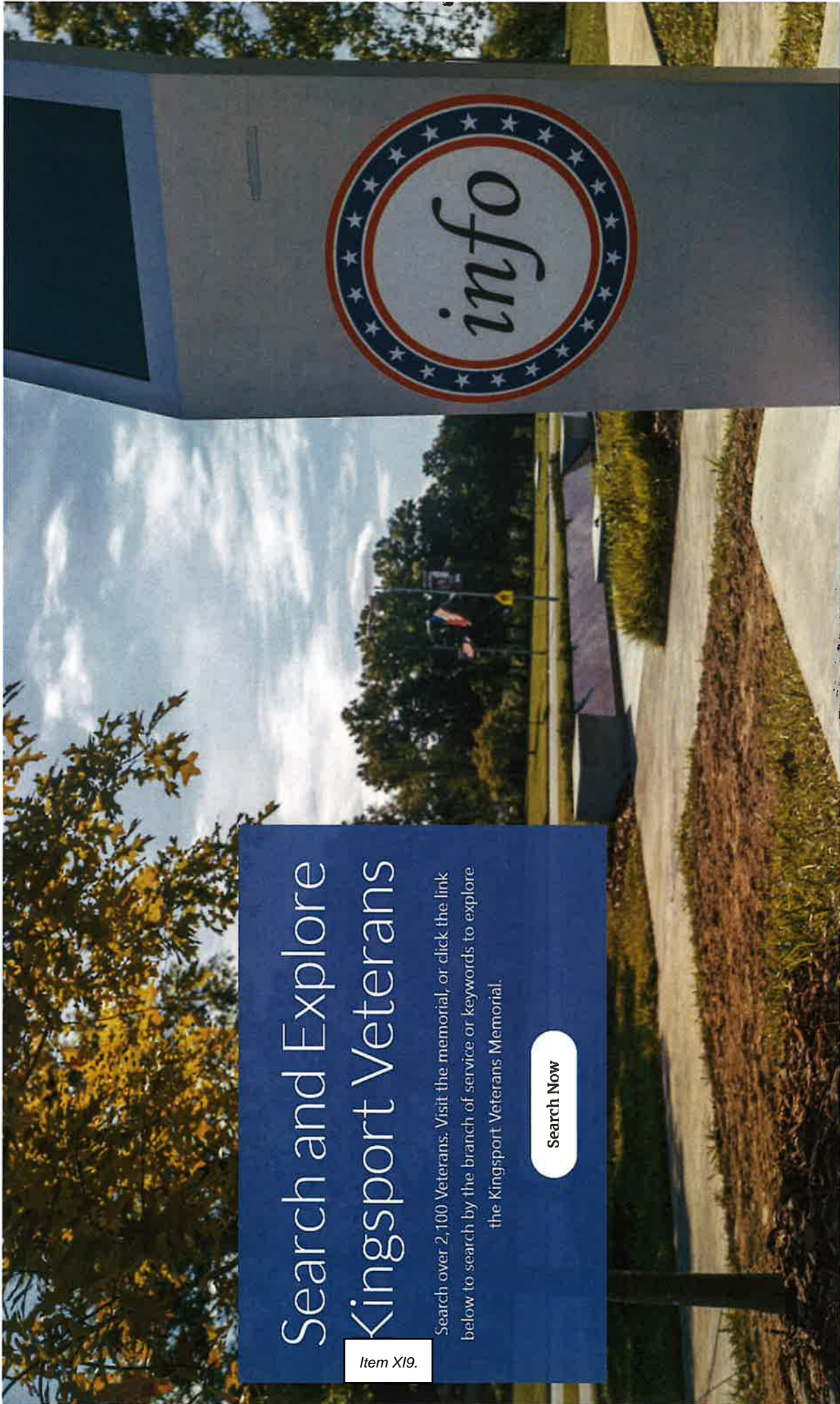
The Rotary Club of Kingsport would like to express its gratitude to the City of Kingsport for their unwavering support of this initiative. It is our sincere hope that this transfer of ownership will further strengthen our partnership and collaborative community efforts.

In order to formalize this transfer, we kindly request that the City of Kingsport acknowledges receipt of this letter and provides the Rotary Club of Kingsport with the necessary documentation required to complete the ownership transfer.

Yours in Rotary Service,

Heather Cook

Heather Cook
President
Rotary Club of Kingsport



Search and Explore Kingsport Veterans

Item X19.

Search over 2,100 Veterans. Visit the memorial, or click the link below to search by the branch of service or keywords to explore the Kingsport Veterans Memorial.

[Search Now](#)



AGENDA ACTION FORM

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

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

Action Form No.: AF-222-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Susan Doran/Lesley Phillips
Presentation By: Lesley Phillips

Recommendation:
Approve the Resolution

Executive Summary:
As administered by State Departments of Transportation, each year the Federal Highway Administration (FHWA) provides Planning funds for Metropolitan Transportation Planning Organizations (MTPOs). Because the Kingsport MTPO includes a small portion of Scott County Virginia, including Weber City and Gate City, the Virginia Department of Transportation allocates a portion of these funds for work the MTPO staff carries out in this area. For fiscal year 2024, the MTPO’s allocation of Federal Planning funds from Virginia is \$4,060 Federal (80%), matched by \$507 from VDOT (10%) and \$507 from the City of Kingsport (10%), totaling \$5,074. Funds are allocated for this project in the FY24 budget. Staff recommends the Board approve the Resolution and Letter of Authorization accepting the Federal/State Planning funds from VDOT.

Attachments:
Resolution
Letter of Authorization/Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2024; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

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

WHEREAS, the Letter of Authorization for fiscal year 2024 is in the amount of \$4,060.00; and the State of Virginia contributes \$507.00 to the Kingsport Area Metropolitan Transportation Planning Organization, which constitutes a total award of \$4,567.00; and

WHEREAS, matching funds in the amount of \$507.00 are required, which are accounted for during the annual budget process and will come from the approved FY2024 budget for the MPO.

Now therefore,

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

SECTION I. That Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$4,567.00 and requiring \$507.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2024, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$4,567.00 and requiring \$507.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2024 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, to deliver the letter and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the letter and this resolution, said agreement being as follows:

RE: FY-24 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2024
Kingsport TN Metropolitan Planning Organization (MPO)
CFDA 20.205, Highway Planning and Construction
FY-24 Pass-Through Entity Identifying Number: UPC 123625
Dear Ms. Phillips:

As per Article I of the Kingsport TN MPO PL Agreement effective July 1, 2023, this is your annual Letter of Authorization for the expenditure of PL, federal and/or state funds for transportation planning activities in Fiscal Year 2024 (July 1, 2023, to June 30, 2024).

These funds are to be used to finance the activities contained in the approved FY 2024 Kingsport TN MPO Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport TN MPO for FY 2024 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-24	Local Match	Grand Total of Support for FY-24 UPWP Activities
PL	\$4,059.84	\$507.48	\$4,567.32	\$507.48	\$5,074.80

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

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

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2023, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2024 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2023, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

[Acknowledgements and Attachments Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

23-Jun-23

Ms. Lesley Phillips MTPO Coordinator

City of Kingsport, TN
415 Broad Street

Kingsport TN 37660

RE: FY-24 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2024
Kingsport TN Metropolitan Planning Organization (MPO)
CFDA 20.205, Highway Planning and Construction
FY-24 Pass-Through Entity Identifying Number: UPC 123625

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Ms. Phillips
Page Two
23-Jun-23

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

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2023, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2024 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2023, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport, TN have executed this Letter of Authorization on the dates indicated below.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

By: _____
Marsha Fiol
Transportation Mobility Planning
Division Administrator

Date: _____

City of Kingsport, TN

By: _____
Signature

Date

- Attachment 1 - Certifications
- Attachment 2 - Personnel and Salaries
- Attachment 3 - Indirect Cost Certification Statement
- Attachment 4 – UEI Number and Place of Performance (POP) Information
- Attachment 5 - USDOT 1050.2A Non-Discrimination Assurances (and Appendices A to E)

ATTACHMENT 1

CERTIFICATION OF THE City of Kingsport, TN

I hereby certify that I am the **MTPO Coordinator** of the City of Kingsport, TN whose address is:

415 Broad Street
Kingsport TN 37660

and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

Transportation Mobility Planning Division Administrator

ATTACHMENT 2

PERSONNEL AND SALARIES

(This listing is to be prepared by City of Kingsport, TN)

In Process

ATTACHMENT 3
Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. [2 CFR 200, Appendix VII](#) outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

- Do not charge indirect costs. (You have completed the form.)
- Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

- No change in indirect cost allocation plan previously submitted.
- Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

- There will be no significant change in the indirect cost rate _____% previously used. (**Approved % rate must be provided here**)
Provide copy of rate approval (from VDOT or other cognizant agency)
- There will be a significant change in the indirect cost rate from that previously used. The proposed rate is _____%. (**Proposed % rate must be provided here**)
(As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

City of Kingsport, TN

By: _____ Date: _____
Item X110.

ATTACHMENT 4

Unique Entity Identifier (UEI) Number & POP

As part of the federal award reporting process, VDOT is required to provide FHWA the UEI Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

UEI# _____

POP (area in which the project will be completed/performed)

Location: _____

State: _____

Zip Code +4: _____

In Process

City of Kingsport, TN

By: _____

Date: _____

ATTACHMENT 5

The United States Department of Transportation (USDOT)Standard Title VI/Non-Discrimination AssurancesDOT Order No. 1050.2A

The City of Kingsport, TN (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *the Federal Highway Administration and/or Federal Transit Administration*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration and/or Federal Transit Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted *Federal-aid Highways and/or Public Transportation Programs*:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

ATTACHMENT 5

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal-aid Highways and/or Public Transportation Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Kingsport, TN , in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

ATTACHMENT 5

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *the City of Kingsport, TN* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration and/or Federal Transit Administration* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration and/or Federal Transit Administration*. You must keep records, reports, and submit the material for review upon request to the *Federal Highway Administration and/or Federal Transit Administration*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Kingsport, TN gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-aid Highways and/or Public Transportation Programs*. This ASSURANCE is binding on *the Commonwealth of Virginia*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal-aid Highways and/or Public Transportation Programs*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Kingsport, TN

(Name of Recipient)

by

(Signature of Authorized Official)

(Date)

ATTACHMENT 5

1050.2A
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, and *the Federal Highway Administration and/or Federal Transit Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *the Federal Highway Administration and/or Federal Transit Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration and/or Federal Transit Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration and/or Federal Transit Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Federal Highway Administration and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to Item X110. interests of the United States.

ATTACHMENT 5

1050.2A
APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Kingsport, TN will accept title to the lands and maintain the project constructed thereon in accordance with the *Virginia General Assembly*, the Regulations for the Administration of *Federal-aid Highways and/or Public Transportation Programs*, and the policies and procedures prescribed by the *Federal Highway Administration and/or Federal Transit Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Kingsport, TN all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Kingsport, TN and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Kingsport, TN, its successors and assigns.

The City of Kingsport, TN, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Kingsport, TN will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A
APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Kingsport, TN pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the City of Kingsport, TN will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Kingsport, TN will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Kingsport, TN and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A
APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City of Kingsport, TN pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the City of Kingsport, TN will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the City of Kingsport, TN will there upon revert to and vest in and become the absolute property of the City of Kingsport, TN and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Kingsport Tribe Youth Football and Cheer

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

Action Form No.: AF-235-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Lindsey Devine
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the agreement will allow Kingsport Tribe Youth Football and Cheer (KTYFC) to utilize facilities located at 2533 N. John B Dennis Bypass as well as the use of J. Fred Johnson Stadium. KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyys-Bennett High School Football.

In addition, the agreement creates a framework pursuant to which parties engage in good faith efforts to advance the Tribe Sports initiatives, collaborate on promotion and marketing, conduct coach’s clinics, skills camps, and provide staff assistance. Seventy five percent of participants must be residents or KCS students.

Term of the agreement is August 1, 2023 to July 31st, 2024.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER RELATED TO THE USE OF THE ATHLETIC FIELDS AT TRIBE ATHLETIC COMPLEX AND J. FRED JOHNSON STADIUM

WHEREAS, the city entered into an agreement with Kingsport Tribe Youth Football and Cheer ("KTYFC") through Resolution No. 2023-017; and

WHEREAS, the agreement with KTYFC was for a term of twelve months with an option to renew, city has decided to renew the agreement with additional terms; and

WHEREAS, the agreement covers KTYFC's use of the Tribe Athletic Complex fields at 2533 North John B. Dennis Highway, Kingsport, Tennessee and the field at J. Fred Johnson Stadium.

Now therefore,

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

SECTION I. That the agreement with the Kingsport Tribe Youth Football and Cheer for a football youth sports program is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the Kingsport Tribe Youth Football and Cheer for the purpose of operating a youth football program at Tribe Athletic Complex fields, 2533 North John B. Dennis Highway and the fields at J. Fred Johnson Stadium, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND**

KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of August, 2023 ("Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY") and KINGSPORT TRIBE YOUTH FOOTBALL and CHEER (hereinafter "KTYFC") a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY does not provide a competitive regional travel youth football and cheer SPORTS program for the citizens of KINGSPORT; and

WHEREAS, KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football; and

WHEREAS, KTYFC is a newly formed non-profit organization for the benefit of Kingsport's Citizens; and

WHEREAS, CITY and KTYFC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of athletic amenities located at 2533 J B Dennis Bypass, and hereafter referred to as the "Facilities"; and

WHEREAS, KTYFC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by KTYFC and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. TERM.

1. This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the Agreement, with or without cause, giving sixty (60) days written notice to the other party.

II. USE OF FACILITIES.

1. KTYFC will be the primary competitive regional travel youth football and cheer provider for CITY during the period of August 1, 2023, to July 30, 2024. KTYFC shall have the primary right to use CITY's Athletics Facilities at 253 J B Dennis Bypass furthered described as the North Campus football field and field house, as assigned by CITY, during KTYFC regular fall recreational seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees. At any time, the facilities are not being used by KTYFC, CITY may use the facilities for any other purpose.

Special Note: The KTYFC agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this Agreement shall prevent the CITY from utilizing CITY owned or operated facilities for it or a third party's use. The CITY shall always have precedence for the use of any facility for any CITY program, third party designee, or event for any facility.

2. KTYFC shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

3. KTYFC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

4. KTYFC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted. KTYFC shall use appropriate judgment in ensuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by KTYFC and all KTYFC sponsored activities related to the use of such Facilities.

If KTYFC should desire to use CITY facilities for additional special events or programs, KTYFC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

III. OBLIGATIONS OF CITY. CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at North Campus.

a. Perform general maintenance and repairs to the facilities.

b. Work with KTYFC on maintenance items that could improve operations.

c. Provide KTYFC with contact information for after-hour and everyday needs.

d. Determine all rental fees and rules for usage of facility.

e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

f. Provide instructions and access for North Field lights at the football stadium for use during extended hours of need.

g. Establish policy for field lighting usage.

h. Provide for insurance on buildings.

i. Perform field maintenance and line fields as needed.

j. Continue to pay the utilities for the 2023-2024 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and KTYFC.

2. Reserve the right to utilize the Facilities when KTYFC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

3. Assist KTYFC with distribution of information and refer interested parties to KTYFC when necessary.

4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to KTYFC for any monetary damages.

5. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of KTYFC as it relates to the Tribe Sports initiative.

6. Work in good faith with KTYFC to schedule league games at J. Fred Johnson Stadium for no rental or utility cost. Nothing in this Agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

IV. OBLIGATIONS OF KTYFC. KTYFC shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement:

- a. Current by-laws of the organization.
- b. Proposed budget for the upcoming year.
- c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
- d. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.

e. List of designated personnel who have facility keys & access.

f. Proposed Annual Calendar including all events.

2. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.

3. Comply with Tenn. Code Ann. § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:

a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.

b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.

c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.

4. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. §68-55-501 *et seq.* has 6 symptoms to watch for:

a. fainting or seizures;

b. unexplained shortness of breath;

c. chest pains;

d. dizziness;

e. racing heart; and

f. extreme fatigue.

City of Kingsport has developed policies and procedures to ensure compliance.

5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services. All fees must be approved by CITY on a yearly basis.

6. Provide reasonable opportunities and methods to include indigent participants.

7. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. KTYFC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;

b. any offense in Title 39, Chapter 13 (offenses against persons);

c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);

d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);

e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);

f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);

g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or

h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

KTYFC shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

8. At no expense to CITY, perform the following necessary maintenance and repair:
 - a. all football equipment;
 - b. each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
 - c. monitor and clean restroom facility and stock the restroom facilities with supplies;
 - d. adhere to CITY rules pertaining to field usages and provide input on overuse.
9. Furnish to CITY a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of Facilities. Notice of any changes to the calendar of events shall be provided to the CITY within thirty (30) days of the change.
10. Notify CITY's Risk Management Department (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to CITY within ten (10) days of KTYFC's discovery of same.
13. Comply with any pouring or exclusivity rights CITY has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
14. Maintain a minimum of seventy-five percent (75%) city residents and Kingsport City School (hereinafter "KCS") students as registered participants. Verification of residency percentages shall be made annually to CITY in the form of addresses. CITY and KTYFC will utilize annual data to determine future percentage goals. If this percentage is not met KTYFC must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season KTYFC will be assessed \$50.00 fee per child over twenty-five percent (25%) non-resident or KCS student.
15. Provide a reasonable adult to be on-site at each and every activity scheduled on CITY facilities.
16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the facilities as necessary.
20. Conduct only KTYFC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by KTYFC members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to KTYFC equipment located at the facility.
22. Work in good faith with CITY and KCS:
 - a. to address concerns of CITY and/or KCS as to the oversight, operation, and performance of the league;
 - b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis;
 - c. implement feedback from Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.
23. Work in good faith with CITY to promote the Tribe Sports initiative and provide and relevant data, resources, and support.
24. Shall have the Dobyns-Bennett Football Head Coach or designee as a voting member of the KTYFC board. KTYFC shall not change their bylaws to remove this position from their Board.
25. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.
26. Shall reimburse CITY for any costs related to facility cleanliness if not done by KTYFC in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

V. ASSIGNMENT and EXCLUSIVITY.

1. This Agreement is a privilege for the benefit of KTYFC only and may not be assigned in whole or part by KTYFC to any other person or entity. Both parties understand that KTYFC use of the facility is nonexclusive.

VI. INSURANCE and INDEMNIFICATION.

1. KTYFC shall, at all times, during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering KTYFC program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars

(\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. KTYFC shall provide the CITY with certificate(s) of insurance upon execution of this Agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.

2. KTYFC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of KTYFC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of KTYFC as set forth in this Agreement.

VII. MISCELLANEOUS PROVISIONS.

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of KTYFC and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of August, 2023 ("Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY") and KINGSPORT TRIBE YOUTH FOOTBALL and CHEER (hereinafter "KTYFC") a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY does not provide a competitive regional travel youth football and cheer SPORTS program for the citizens of KINGSPORT; and

WHEREAS, KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football; and

WHEREAS, KTYFC is a newly formed non-profit organization for the benefit of Kingsport's Citizens; and

WHEREAS, CITY and KTYFC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of athletic amenities located at 2533 J B Dennis Bypass, and hereafter referred to as the "Facilities"; and

WHEREAS, KTYFC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by KTYFC and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. TERM.

1. This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the Agreement, with or without cause, giving sixty (60) days written notice to the other party.

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Special Note: The KTYFC agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this Agreement shall prevent the CITY from utilizing CITY owned or operated facilities for it or a third party's use. The CITY shall always have precedence for the use of any facility for any CITY program, third party designee, or event for any facility.

2. KTYFC shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.
3. KTYFC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.
4. KTYFC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted. KTYFC shall use appropriate judgment in ensuring the safety of the participants.
5. CITY shall at all times have the right to inspect its Facilities being used by KTYFC and all KTYFC sponsored activities related to the use of such Facilities.

If KTYFC should desire to use CITY facilities for additional special events or programs, KTYFC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

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 - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
 - f. Provide instructions and access for North Field lights at the football stadium for use during extended hours of need.
 - g. Establish policy for field lighting usage.
 - h. Provide for insurance on buildings.
 - i. Perform field maintenance and line fields as needed.
 - j. Continue to pay the utilities for the 2023-2024 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and KTYFC.

2. Reserve the right to utilize the Facilities when KTYFC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.
3. Assist KTYFC with distribution of information and refer interested parties to KTYFC when necessary.
4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to KTYFC for any monetary damages.
5. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of KTYFC as it relates to the Tribe Sports initiative.
6. Work in good faith with KTYFC to schedule league games at J. Fred Johnson Stadium for no rental or utility cost. Nothing in this Agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

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1. Provide the following information within thirty (30) days of the effective date of this Agreement:
 - a. Current by-laws of the organization.
 - b. Proposed budget for the upcoming year.
 - c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
 - d. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.
 - e. List of designated personnel who have facility keys & access.
 - f. Proposed Annual Calendar including all events.
2. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.
3. Comply with Tenn. Code Ann. § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
 - a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
 - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
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 - e. racing heart; and
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City of Kingsport has developed policies and procedures to ensure compliance.

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7. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. KTYFC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
 - a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
 - b. any offense in Title 39, Chapter 13 (offenses against persons);
 - c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);
 - d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
 - e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
 - f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);
 - g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or
 - h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

KTYFC shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has

none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

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 - b. each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
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 - d. adhere to CITY rules pertaining to field usages and provide input on overuse.
9. Furnish to CITY a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of Facilities. Notice of any changes to the calendar of events shall be provided to the CITY within thirty (30) days of the change.
10. Notify CITY's Risk Management Department (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to CITY within ten (10) days of KTYFC's discovery of same.
13. Comply with any pouring or exclusivity rights CITY has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
14. Maintain a minimum of seventy-five percent (75%) city residents and Kingsport City School (hereinafter "KCS") students as registered participants. Verification of residency percentages shall be made annually to CITY in the form of addresses. CITY and KTYFC will utilize annual data to determine future percentage goals. If this percentage is not met KTYFC must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season KTYFC will be assessed \$50.00 fee per child over twenty-five percent (25%) non-resident or KCS student.
15. Provide a reasonable adult to be on-site at each and every activity scheduled on CITY facilities.
16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the facilities as necessary.
20. Conduct only KTYFC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by KTYFC members is outside the scope of this Agreement.

21. Indemnify and hold CITY harmless from any damage or loss to KTYFC equipment located at the facility.
22. Work in good faith with CITY and KCS:
 - a. to address concerns of CITY and/or KCS as to the oversight, operation, and performance of the league;
 - b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis;
 - c. implement feedback from Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.
23. Work in good faith with CITY to promote the Tribe Sports initiative and provide and relevant data, resources, and support.
24. Shall have the Dobyns-Bennett Football Head Coach or designee as a voting member of the KTYFC board. KTYFC shall not change their bylaws to remove this position from their Board.
25. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.
26. Shall reimburse CITY for any costs related to facility cleanliness if not done by KTYFC in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

V. ASSIGNMENT and EXCLUSIVITY.

1. This Agreement is a privilege for the benefit of KTYFC only and may not be assigned in whole or part by KTYFC to any other person or entity. Both parties understand that KTYFC use of the facility is nonexclusive.

VI. INSURANCE and INDEMNIFICATION.

1. KTYFC shall, at all times, during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering KTYFC program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. KTYFC shall provide the CITY with certificate(s) of insurance upon execution of this Agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.
2. KTYFC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of KTYFC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of KTYFC as set forth in this Agreement.

VII. MISCELLANEOUS PROVISIONS.

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of KTYFC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

Kingsport Tribe Youth Football and Cheer

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Purchase the “Watermelon Slices” Sculpture

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

Action Form No.: AF- 208-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Kristie Leonard
Presentation By: Michael Borders

Recommendation:

Approve the Resolution.

Executive Summary:

Approval of the Resolution will authorize the purchase of the “Watermelon Slices” sculpture by Craig Berbue-Gray located at the Kingsport Farmer’s Market.

The sculpture is currently on a 2-year agreement as part of our sculpture walk program. The sculpture has been in the Office of Cultural Arts’ Sculpture Walk for the last two years and has received great praise for its artistic merit and location. The artist is coming into town this summer to touch up the sculpture. Further maintenance of the sculpture will be performed by local artists.

Per Sec. 2-413 of Kingsport’s Municipal Code all matters concerning public art, monuments, and murals will first be referred to the Public Art Committee for consideration and a recommendation made to the Board of Mayor and Alderman.

The Public Art Committee Considered at a called meeting on July 14, 2023 voted to send a favorable recommendation to the board for the acquisition of the “Watermelon Slices” sculpture.

This purchase of \$6,500 comes from the public art project fund of GP2217 and Tennessee Arts Commission Special Opportunities fund of NC2304.

Attachments:

- 1. Resolution
- 2. Pictures

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF THE ARTWORK "WATERMELON SLICES" FROM ARTIST C. R. GRAY, LLC; AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on October 5, 2022, the city entered into an Exhibition Agreement with Artist C. R. Gray of C. R. Gray, LLC ("Artist") for his "Watermelon Slices" piece to be exhibited on the city's Sculpture Walk; and

WHEREAS, "Watermelon Slices" sculpture is located at the Farmer's Market and the Artwork is considered as permanent Art at its current location; and

WHEREAS, the Kingsport Public Arts Committee considered the acquisition of the Artwork at a called meeting held on July 14, 2023 and voted to make a favorable recommendation to the board of mayor and aldermen that city should acquire the same; and

WHEREAS, the city desires to purchase said Artwork from Artist for the amount of \$6,500.00 and Artist is agreeable to sell same; and

WHEREAS, the funding is identified in account no.: GP2217 and Tennessee Arts Commission Special Opportunities Fund account no.: NC2304.

Now therefore,

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

SECTION I. That the purchase of the artwork "Watermelon Slices" for the price of \$6,500.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Agreement of Sale for Artwork, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Item X112.



AGENDA ACTION FORM

AF-142-2023: Resolution to Amend Pay Plan Policy #30.

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

Action Form No.: AF-142-2023
Work Session: July 17, 2023
First Reading: [Click here to enter text.](#)
Final Adoption: July 18, 2023
Staff Work By: Tyra Copas
Presentation By: Tyra Copas

Recommendation:

Resolution to Amend Employment Policy #30 (Pay Pan).

Executive Summary:

The Human Resources Department periodically reviews city personnel policies and procedures for updating. The attached resolution amends the Pay Plan Policy (#31) with edits to align with the new pay plan structure that went into effect in July 2023.

Summary of Changes:

- Noted that the pay plan will be reviewed annually to stay in line with the labor market.
- Added definition of Merit Increase and timeframe for approvals.

Attachments:

Resolution
Pay Plan #30 – Draft

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

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2009-239, A
PAY PLAN POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted a Pay Plan Policy by Resolution No.: 2009-239 on May 19, 2009; and

WHEREAS, the city would like to amend the Pay Plan Policy to align with the new pay structure which was implemented in July 2023.

Now therefore,

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

SECTION I. That the Pay Plan Policy adopted by Resolution No.: 2009-239 is amended as follows:

POLICY

Administration

Under the direction of the City Manager, or designee, the Human Resources Director, or designee, is responsible for the administration of the city's pay plan. The plan shall be reviewed annually to determine any changes desirable for the city to compete in the labor market. The pay plan is approved by the board of mayor and aldermen in the city's annual budget ordinance. Basic elements of the plan include:

- Establishment of pay grades with a minimum and a maximum salary range; and
- Classification of jobs to specific pay grades.

Job Descriptions/Job Titles

A job description shall be developed and maintained for each position reflecting the essential functions, duties, responsibilities, knowledge, skills, abilities, and education necessary to perform the job at a satisfactory minimum level. Job descriptions shall be prepared by the respective department head, or designee, in conjunction with the Human Resources Director, or designee.

Reclassification

Whenever a department head, or designee, determines that a significant change is made in the duties and responsibilities of a job, the department head, or designee, shall submit a written documentation to the Human Resources Director, or designee, for review and analysis of the job to determine if a reclassification is warranted. The Human Resources Director, or designee, shall analyze the changes and submit a recommendation to the department head, or designee, and the City Manager, or designee, for approval and inclusion of the change in the next fiscal year budget.

Merit Increases

Department heads may submit a merit increase, equal to a step increase, for an individual. Such merit increases may be requested for; but not limited to, new or additional certifications or degrees obtained, permanently taking on additional work, or exemplary work which created cost savings for the city. Request for merit increases should be submitted to Human Resources Department semi-annually in December and June. The Human Resources Director, or designee, shall review the request and make a recommendation to the department head, or designee, and the City Manager, or designee. If approved, the increase would go into effect in the first payroll the following month.

Other Provisions

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

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

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**CITY OF KINGSPORT
PERSONNEL
POLICIES**

Section No: 30	Effective Date: May 19, 2009 July 18, 2023
Subject: Pay Plan	Resolution Number: <i>Replaces Resolution: 2009-239</i>

Administration

Under the direction of the City Manager, or designee, the Human Resources Director, or designee, is responsible for the administration of the city's pay plan. The plan shall be reviewed ~~as needed~~ annually to determine any changes desirable for the city to compete in the labor market. The pay plan is approved by the board of mayor and aldermen in the city's annual budget ordinance. Basic elements of the plan include:

- Establishment of pay grades with a minimum and a maximum salary range; and
- Classification of jobs to specific pay grades.

Job Descriptions / Job Titles

A job description shall be developed and maintained for each position reflecting the essential functions, duties, responsibilities, knowledge, skills, abilities, and education necessary to perform the job at a satisfactory minimum level. Job descriptions shall be prepared by the respective department head, or designee, in conjunction with the Human Resources Office.

Reclassification

Whenever a department head, or des Item X113. determines that a significant change is

made in the duties and responsibilities of a job, the department head, or designee, shall submit written documentation to the Human Resources Director, or designee, for review and analysis of the job to determine if reclassification is warranted. The Human Resources Director, or designee, shall analyze the changes and submit a recommendation to the department head, or designee, and the City Manager, or designee, for approval and inclusion of the change in the next fiscal year budget.

Merit Increases

Department heads may submit a merit increase, equal to a step increase, for an individual. Such merit increase may be requested for; but not limited to, new or additional certifications or degrees obtained, permanently taking on additional work, or exemplary work which created cost savings for the city. Request for merit increases should be submitted to the HR Office semi-annually in December and June. The Human Resources Director, or designee, shall review the request and make a recommendation to the department head, or designee, and the City Manager, or designee. If approved, the increase would go into effect in the first payroll the following month.

Other Provisions

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

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



AGENDA ACTION FORM

Consideration of a Resolution to Amend Wage and Salary Policy #32

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

Action Form No.:	AF-143-2023	Final Adoption:	July 18, 2023
Work Session:	July 17, 2023	Staff Work By:	Tyra Copas
First Reading:	N/A	Presentation By:	Tyra Copas

Recommendation:

Approve the Resolution to Amend Wage and Salary Policy #32.

Executive Summary:

The Human Resources Department periodically reviews city personnel policies and procedures for updating. The attached resolution amends the Wage and Salary Policy (#32) with edits to align with the new pay plan structure that went into effect in July 2023.

Summary of Changes:

- Percentage change for promotions moves from 5% to 6% to align with the 6% spread between pay grades.
- Lateral move definition updated to reflect moving to a new position in the same pay grade.
- Removed the definition of Red Circle Pay. This was used in the past but is no longer used and is not relevant given the new pay structure.

Attachments:

1. Resolution
2. Wage and Salary Policy #32 – Draft

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

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2009-257, A
WAGE AND SALARY POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted a Wage and Salary Policy by Resolution No.: 2009-257 on June 16, 2009; it was further amended by Resolution No.: 2016-174 on May 17, 2016; and amended again by Resolution No.: 2022-115 on December 7, 2021; and

WHEREAS, the city would like to again amend the Wage and Salary Policy to authorize the City Manager to approve the new pay structure which was implemented in July 2023.

Now therefore,

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

SECTION I. That the Wage and Salary Policy adopted by Resolution No.: 2009-257, and amended by Resolution Nos.: 2016-174 and 2022-115 is further amended as follows:

POLICY

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

Generally, the hiring rate of pay is the minimum rate in the pay grade for the assigned job classification. The Human Resources Director, or designee, may grant exceptions to the hiring rate when unusual circumstances warrant a higher rate of pay in the pay grade. For example, the inability to fill the position at the minimum rate in the salary range or qualifications of an applicant may justify exceeding the minimum rate.

Promotion Pay

Employees who are promoted and moved up to a higher pay grade shall receive either a minimum increase of six percent, rounded up to the next step in the pay grade or advance to the minimum step of the pay grade for the new position, whichever is higher.

Lateral Work Pay

A permanent move to a new position that is the same pay grade as the previous position is considered a lateral move. In this case, the employee will be moved to the same step in the higher pay grade.

Temporary Pay for Work in a Higher Classification

While performing assigned temporary work in a job with a higher pay grade an employee shall receive either a five percent (5%) increase in their current base rate or the minimum step in the pay range of the higher position, whichever is higher, provided the assignment is longer than two (2) consecutive weeks and/or until filled with a permanent replacement.

The department director, or designee, must submit a status change to the Human Resources Department for any of the above situations.

OVERTIME PAY AND COMPENSATORY TIME

Overtime work must be authorized in advance by the employee's supervisor, division manager, department manager, or City Manager.

Except for non-exempt uniformed fire personnel and non-exempt police officers, overtime is paid or compensatory time is awarded, for any time worked by a non-exempt employee in excess of forty (40) hours per week during seven consecutive twenty four (24) hour periods designated by the city. Non-exempt uniformed fire personnel are paid overtime, or compensatory time is awarded, for any time worked in excess of two hundred and four (204) hours during twenty-seven (27) consecutive twenty-four (24) hour work periods designated by the city. Non-exempt police officers are paid overtime, or compensatory time is awarded, for any time worked in excess of eighty (80) hours during fourteen (14) consecutive twenty-four (24) hour work periods designated by the city.

Overtime Pay – Overtime hours are paid at time and one-half (1½) the employee's regular hourly rate. Only hours actually worked shall be considered in the computation of overtime, except time off for holidays will be considered as time worked; no other types of leave will be considered time worked.

Compensatory Time – Compensatory time may be awarded to non-exempt employees in lieu of overtime payments for overtime hours worked, provided that compensatory time is agreed to annually by the employee, appropriately recorded by the division manager, or designee, and awarded at time and one-half (1½) for each hour of overtime worked. In no case shall non-exempt employees in the fire and police department accrue more than one hundred twenty (120) hours of compensatory time. All other non-exempt employees can accrue no more than eighty (80) hours of compensatory time. A department director may limit compensatory time to an amount less than hereinabove provided or may eliminate it all together.

The city reserves the right to cash out accrued compensatory time consistent with FLSA regulations. At the time of separation from employment, an employee must be paid for unused compensatory time consistent with FLSA regulations. When an employee is moved from non-exempt to exempt status, the city shall pay the employee for unused compensatory time consistent with FLSA regulation.

ON-CALL, COURT, GRANT, AND EMERGENCY PAY

On-Call Time – Non-exempt employees who are designated as “on-call” employees shall not receive pay for being on-call except as required by FLSA. Generally, if an employee is not required to remain on city premises, the time spent waiting while on-call is not considered working time.

Emergency Call Out – When a non-exempt employee has left work premises and is called to work without prior notice due to an emergency, the employee shall be compensated at time and one-half (1½) their regular rate of pay for all hours worked for each emergency call out. If the time worked on an emergency call out is less than two (2) hours, the employee shall be paid for two (2) hours. If the employee receives a second call within two (2) hours of the original call, the time will be added to the original call.

Police and Fire Court Time – When a non-exempt police officer or non-exempt fire investigator, not on duty, is required to appear in a court, or at a hearing, to testify to facts that arise within the scope of employment with the city, the employee shall be compensated at time and one-half (1½) their regular rate of pay, or receive equivalent compensatory time for each hour the employee is required to be present in such court or hearing. The minimum time for compensation shall be one (1) hour and in increments of fifteen (15) minutes thereafter. This provision shall not apply if the police officer or fire investigator is a party to such action, or hearings conducted pursuant to Article VI, Section 2, of the Charter of the City of Kingsport.

Police Grant Time – When grant dollars are awarded for law enforcement activities (in addition to normally assigned duties), the rate of pay for an officer working grant hours shall be time and one-half (1½) the officer’s regular rate. Compensatory time is not available, and this policy does not apply to regular hours worked by full time law enforcement positions funded by grants.

PAY PROCEDURES

Pay Increases – All employees shall be considered for a pay increase once per year, subject to Article X, Section 10, of the Charter of the City of Kingsport. Pay increases may be awarded upon recommendation of the Human Resources Department Director, or designee, approval by the City Manager, or designee, and approval by the board of mayor and aldermen in the city’s annual budget ordinance.

To recognize outstanding service by a regular, full-time employee over a sustained period of time, an additional increase for performance may be granted. Increase requests must be made in writing by the department director outlining the factors that relate to the quality and quantity of work performed and to be demonstrated willingness of the employee to do more than is normally expected. Increase requests must be submitted to the Human Resources Department for review and recommendation to the City Manager, or designee.

Demotion/Transfer Pay – Employees, voluntarily or involuntarily, demoted or transferred to a position in a lower pay grade shall be compensated at the same step in the lower pay grade.

Supplemental Pay – In certain department, significant supplemental job skills required by the city shall be accorded supplemental pay as requested by the department director, who shall submit the request to the Human Resources Department for review and recommendation to the City Manager, or designee, for approval. The supplemental pay is temporary and only for the duration that the employee functions in the special assignment and maintains applicable certification.

Holiday Pay – Except as provided for certain employees listed in the next paragraph, non-exempt employees whose work schedule includes a holiday recognized by the city, and who works the holiday, will be paid at the regular hourly rate for each hour worked on the holiday (unless the hours are overtime), and will be provided another day off in lieu of the holiday.

Certain public works non-exempt employees who work collecting garbage, trash, recycling, and landfill, and who work a holiday for operating efficiency as determined by the Public Works Director, or designee, shall receive regular holiday pay and regular pay for the hours worked on such holiday. They will not be provided another day off in lieu of the holiday.

Any non-exempt employee scheduled to be off on a holiday but who, for emergency reasons, is called to work will be compensated at the rate of time and one-half (1½) for each holiday hour worked, in addition to the holiday pay.

Non-exempt employees who are off on recognized holidays will be paid their regular rate of pay (straight time). This time is considered time worked when calculating overtime hours for the pay period.

Test/Interview Pay – If an employee needs time away from their current duty to test or interview for promotional opportunities with the city, such time shall be granted unless there are justifiable reasons as determined by the department director, or designee, and the Human Resources Department not to permit such. Non-exempt employees shall be paid for such time, provided it occurs in their regularly scheduled workday, and it does not make such employee eligible for overtime compensation.

Severance Pay – The city does not normally provide severance pay; however, when circumstances change warrant and it is in the best interest of the city, the City Manager, or designee, may, subject to Article X Section 10 of the Charter of the City of Kingsport, authorize severance pay up to a maximum of twelve (12) weeks.

PAY DURING INCLEMENT WEATHER OR OTHER EMERGENCY CONDITIONS

Essential Positions

All employees in positions deemed essential by the city shall come to work during inclement weather or other emergency conditions. It is appropriate to inform an employee during the hiring or promotional process that such position is essential and what the expectations are concerning inclement weather attendance.

Non-Essential Positions – Voluntary and Involuntary Absences

Voluntary Absence:

All employees in positions that are not deemed essential by the city may determine that it is not in their best interest to travel to work for the day due to unsafe traveling conditions. If an employee makes this decision, they shall notify their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. If an employee decides during the course of a workday that the weather is becoming unsafe for travel and requests to leave for the day, they shall obtain permission to leave from their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

Involuntary Absence:

If city offices are closed by action of the City Manager, or designee, for all or part of the workday, all employees in positions that are not deemed essential by the City Manager or Department Director shall not travel to work on that day or shall leave work for the day. Such employee may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

OTHER PROVISIONS

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

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

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



SECTION NO: 32 SUBJECT: Wage and Salary	REPLACES/AMENDS: Wage and Salary, Effective Date June 16, 2009 (Res. No. 2009-257) Amended May 16, 2017 (Res. No. 2016-174)
RESOLUTION NUMBER: 2022-115 <u>143-</u> <u>2023</u>	EFFECTIVE DATE: 12/7/2021 <u>7/18/2023</u>

POLICY

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

Generally, the hiring rate of pay is the minimum rate in the pay grade for the assigned job classification. The Human Resources Director, or designee, may grant exceptions to the hiring rate when unusual circumstances warrant a higher rate of pay in the pay grade. For example, the inability to fill the position at the minimum rate in the salary range or qualifications of an applicant may justify exceeding the minimum rate.

PROMOTION PAY

Employees who are promoted and moved up ~~at least three~~to a higher pay grades shall receive either a minimum increase of ~~five-six~~ percent, rounded up to the next step in the pay grade or advance to the minimum step of the pay grade for the new position, whichever is higher.

Lateral Work Pay

A permanent move to a new position that ~~is less than three pay grades higher than an employee's~~is the same pay grade as the previous position is considered a lateral move. In this case, the employee will be moved to the same step in the higher pay grade.

Temporary Pay for Work in a Higher Classification

While performing assigned temporary work in a job with a higher pay grade an employee shall receive either a five percent (5%) increase in their current base rate or the minimum step in the pay range of the higher position, whichever is higher, provided the assignment is longer than two (2) consecutive weeks and/or until filled with a permanent replacement.

The department director, or designee, must submit a status change to the Human Resources Department for any of the above situations.

OVERTIME PAY AND COMPENSATORY TIME

Overtime work must be authorized in advance by the employee’s supervisor, division manager, department director, or City Manager.

Except for non-exempt uniformed fire personnel and non-exempt police officers, overtime is paid, or compensatory time is awarded, for any time worked by a non-exempt employee in excess of forty (40) hours per week during seven consecutive 24-hour periods designated by the city. Non-exempt uniformed fire personnel are paid overtime, or compensatory time is awarded, for any time worked in excess of 204 hours during twenty-seven (27) consecutive 24-hour work periods designated by the city. Non-exempt police officers are paid overtime, or compensatory time is awarded for any time worked in excess of 80 hours during fourteen (14) consecutive 24-hour work periods designated by the city.

Overtime Pay – Overtime hours are paid at time and one-half (1 ½) the employee’s regular hourly rate. Only hours actually worked shall be considered in the computation of overtime, except time off for holidays will be considered as time worked; no other types of leave will be considered time worked.

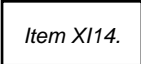
Compensatory Time – Compensatory time may be awarded to non-exempt employees in lieu of overtime payments for overtime hours worked, provided that compensatory time is agreed to annually by the employee, appropriately recorded by the division manager or designee, and awarded at time and one-half (1 ½) for each hour of overtime worked. In no case shall non-exempt employees in the fire and police departments accrue more than one hundred twenty (120) hours of compensatory time. All other non-exempt employees can accrue no more than eighty (80) hours of compensatory time.

A department director may limit compensatory time to an amount less than hereinabove provided, or may eliminate it altogether.

The city reserves the right to cash out accrued compensatory time consistent with FLSA regulations. At the time of separation from employment, an employee must be paid for unused compensatory time consistent with FLSA regulations. When an employee is moved from non-exempt to exempt status, the city shall pay the employee for unused compensatory time consistent with FLSA regulations.

ON-CALL, COURT, GRANT, AND EMERGENCY PAY

On-Call Time – Non-exempt employees who are designated as “on-call” employees shall not receive pay for being on-call except as required by FLSA. Generally, if an employee is not required to remain on city premises, the time



spent waiting while on-call is not considered working time.

Emergency Call Out – When a non-exempt employee has left the work premises and is called to work without prior notice due to an emergency, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay for all hours worked for each emergency call out. If the time worked on an emergency call out is less than two (2) hours, the employee shall be paid for two (2) hours. If the employee receives a second call within two (2) hours of the original call, the time will be added to the original call.

Police and Fire Court Time – When a non-exempt police officer or non-exempt fire investigator, not on duty, is required to appear in a court, or at a hearing, to testify to facts that arise within the scope of employment with the city, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay, or receive equivalent compensatory time for each hour the employee is required to be present in such court or hearing. The minimum time for compensation shall be one (1) hour and in increments of fifteen (15) minutes thereafter. This provision shall not apply if the police officer or fire investigator is a party to such action, or hearings conducted pursuant to Article VI, Section 2 of the Charter of the City of Kingsport.

Police Grant Time – When grant dollars are awarded for law enforcement activities (in addition to normally assigned duties), the rate of pay for an officer working grant hours shall be time and one-half (1 ½) the officer's regular rate. Compensatory time is not available, and this policy does not apply to regular hours worked by full time law enforcement positions funded by grants.

PAY PROCEDURES

Pay Increases – All employees shall be considered for a pay increase once per year, subject to Article X, Section 10 of the Charter of the City of Kingsport. Pay increases may be awarded upon recommendation of the HR department director, or designee, approval by the City Manager, or designee, and approval by the board of mayor and aldermen in the city's annual budget ordinance.

To recognize outstanding service by a regular, full-time employee over a sustained period of time, an additional increase for performance may be granted. Increase requests must be made in writing by the department director outlining the factors that relate to the quality and quantity of work performed and to the demonstrated willingness of the employee to do more than is normally expected. Increase requests must be submitted to the Human Resources Department for review and recommendation to the City Manager, or designee.

Demotion/Transfer Pay – Employees, voluntarily or involuntarily, demoted or transferred to a position in a lower pay grade shall be compensated at the same step in the lower pay grade

~~**Red Circle Pay** – A red circle employee is an employee who, under prior policy, retained the rate of pay they had prior to the demotion or transfer, and their rate of pay is higher than the salary range of their current position. Such employee will not be eligible for step increases, overall pay plan adjustments approved by the board of mayor and aldermen, cost of living increases, or any other salary increases until their pay is within the salary range of their current position.~~

Supplemental Pay – In certain departments, significant supplemental job skills required by the city shall be accorded supplemental pay as requested by the department director, who shall submit the request to the Human Resources Department for review and recommendation to the City Manager, or designee, for approval. The supplemental pay is temporary and only for the duration that the employee functions in the special assignment and maintains applicable certification.

Holiday Pay – Except as provided for certain employees listed in the next paragraph, non-exempt employees whose work schedule includes a holiday recognized by the city, and who works the holiday, will be paid at the regular hourly rate for each hour worked on the holiday (unless the hours are overtime), and will be provided another day off in lieu of the holiday.

Certain public works non-exempt employees who work collecting garbage, trash, recycling, and landfill, and who work a holiday for operating efficiency as determined by the Public Works Director, or designee, shall receive regular holiday pay and regular pay for the hours worked on such holiday. They will not be provided another day off in lieu of the holiday.

Any non-exempt employee scheduled to be off on a holiday but who, for emergency reasons, is called to work will be compensated at the rate of time and one-half (1 ½) for each holiday hour worked, in addition to the holiday pay.

Non-exempt employees who are off on recognized holidays will be paid their regular rate of pay (straight time). This time is considered time worked when calculating overtime hours for the pay period.

Test/Interview Pay – If an employee needs time away from their current duty to test or interview for promotional opportunities with the city, such time shall be granted unless there are justifiable reasons as determined by the department director, or designee, and the Human Resources Department not to permit such. Non-exempt employees shall be paid for such time, provided it occurs in their regularly scheduled workday and it does not make such employee eligible for overtime compensation.

Severance Pay – The city does not normally provide severance pay; however, when circumstances warrant and it is in the best interest of the city, the City

Manager, or designee, may, subject to Article X, Section 10 of the Charter of the City of Kingsport, authorize severance pay up to a maximum of twelve (12) weeks.

PAY DURING INCLEMENT WEATHER OR OTHER EMERGENCY CONDITIONS

Essential Positions

All employees in positions deemed essential by the City shall come to work during inclement weather or other emergency conditions. It is appropriate to inform an employee during the hiring or promotional process that such position is essential and what the expectations are concerning inclement weather attendance.

Non-Essential Positions – Voluntary and Involuntary Absences

Voluntary Absence:

All employees in positions that are not deemed essential by the City may determine that it is not in their best interest to travel to work for the day due to unsafe travelling conditions. If an employee makes this decision, they shall notify their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. If an employee decides during the course of a work day that the weather is becoming unsafe for travel and requests to leave for the day, they shall obtain permission to leave from their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

Involuntary Absence:

If City offices are closed by action of the City Manager or designee for all or part of the work day, all employees in positions that are not deemed essential by the City Manager or Department Director shall not travel to work on that day, or shall leave work for the day. Such employee may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

OTHER PROVISIONS

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

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

this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



AGENDA ACTION FORM

Consideration of a Resolution Approving a Release with GEICO Insurance for Damage to City Property

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

Action Form No.: AF-240-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Rowlett/Hodgson
Presentation By: Bart Rowlett

Recommendation:
Approve the Resolution.

Executive Summary:
This resolution authorizes the execution of a release with GEICO Insurance Company to resolve a claim for damages to a guardrail, which was damaged because of an accident on November 20, 2022. Ms. Madison Lenae Roberts allegedly struck another vehicle which then struck and damaged to the guardrail. The cost to repair the guardrail was \$7,100.00.

Ms. Roberts' insurer GEICO Insurance Company has agreed to settle city's claim for \$3,420.88. Due to the limits of the automobile insurance policy and other pertinent factors and with the severity of damage to the other injured party, it is recommended to accept this settlement proposal.

To finalize this offer, GEICO requires a release be executed by City in exchange for payment of damages.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A RELEASE IN FULL OF ALL CLAIMS WITH MADISON ROBERTS THROUGH GEICO INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on November 20, 2022, Madison Lenae Roberts, while operating her motor vehicle, allegedly struck another vehicle which then struck and damaged a city owned and/or maintained guardrail; and

WHEREAS, the cost to the city to repair the guardrail was \$7,100.00; and

WHEREAS, Ms. Roberts insurer, GEICO, has offered to settle the claim with the city for the damages incurred in the amount of \$3,420.88; and

WHEREAS, based on the amount of the policy limits and other pertinent factors it is deemed advisable to settle the claim for the amount offered; and

WHEREAS, GEICO requires a release be executed by city in exchange for payment of damages.

Now therefore,

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

SECTION I. That a Release in Full of all Claims with GEICO Insurance Company in the amount of \$3,420.88 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 Release In Full of all Claims with Geico Insurance Company, to deliver the release 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 release and this resolution, said release being as follows:

**RELEASE
IN FULL OF ALL CLAIMS**

Claim: 8753838010000001

I/we, City Of Kingsport, Releasor(s), of 415 Broad St, City of Kingsport, State TN, Being over the age of majority, for and in consideration of payment in the amount of three thousand four hundred twenty dollars and eighty eight cents (\$3,420.88), lawful money of the United States of America to me/us in hand paid, the receipt of which is hereby acknowledged, do for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, hereby remise, release, and forever discharge Madison Lanae Roberts, Releasee(s), successors and assigns, and/or his, her or their associates, heirs, executors and administrators, and all other persons, firms or corporations of and from any and every claim, demand, right or cause of action, of whatever kind or nature, on account of or in any way growing out of any and all property damage resulting or to result from an accident that occurred on or about the 20th day of November, 2022 at or near Tennessee including, but not limited to, all liability for contribution and/or indemnity.

AS A FURTHER CONSIDERATION FOR THE MAKING OF SAID SETTLEMENT AND PAYMENT, IT IS EXPRESSLY WARRANTED AND AGREED:

(1) That I/we understand fully that this is a final settlement and disposition of the disputes both as to the legal liability for said accident, casualty, or event and as to the nature and extent of the property damage which I/we have sustained and I/ we understand that liability is denied by Madison Lanae Roberts, Releasee(s), and it is covenanted and agreed between the Releasor(s) and Releasee(s) herein that this release and settlement is not to be construed as consent or an admission of liability on the part of said Releasee(s); that this release and settlement agreement shall not be used by said Releasor(s) or any one on his behalf as a defense or estoppel in any action which is now pending or may be brought hereafter by said Releasee(s) against said Releasor(s) or his agents and servants, and any claim of whatever kind or nature the Releasee(s) might have or hereafter have other than property damage arising from said accident is expressly reserved to them.

(2) That I/we do hereby for myself/ourselves, my/our heirs, executors, administrators, successors, assigns and next of kin covenant to indemnify and save harmless the Releasee(s) from any and every claim or demand of every kind or character for property damage arising from said accident which may ever be asserted.

(3) That no promise, agreement, statement, or representation not herein expressed has been made to or relied upon by me/us and this release contains the entire agreement between the parties.

[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 release set out herein that do not substantially alter the material provisions of the release, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Award the Long-Term Disability Program RFP

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

Action Form No.: AF-179-2023
Work Session: July 17, 2023
First Reading: N/A

Final Adoption: July 18, 2023
Staff Work By: Mike Wessely
Presentation By: Tyra Copas

Recommendation:

Approve the Resolution to Award the Long-Term Disability Program RFP.

Executive Summary:

On May 29, 2023, Human Resources posted an RFP to secure a vendor to provide a Long-Term Disability Insurance program. The program is voluntary with the cost being shared equally by electees and the city. A total of one (1) proposal was received (MetLife). MetLife is the incumbent vendor of the program and has administered these services since September 2013. Human Resources recommends keeping the current program intact and awarding the proposal to MetLife. The proposed proposal increases the cost of coverage from .380 per \$100 dollars of coverage to .446 per \$100 of coverage and is for a period of 3 years.

Funding is appropriated in the budget for each department.

Attachments:

1. Resolution
2. Recommendation Memo
3. Service Agreement

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE PROPOSAL FOR LONG TERM DISABILITY INSURANCE TO METLIFE INSURANCE COMPANY; APPROVING AN AGREEMENT WITH METLIFE INSURANCE COMPANY; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE TERMS OF THE AGREEMENTS

WHEREAS, proposals for the City of Kingsport employee Long-Term Disability Insurance program for full-time general employees were opened on May 29, 2023; and

WHEREAS, one vendor supplied a proposal, MetLife Insurance Company and as they are the incumbent vendor of the program Human Resource Department recommends keeping the current program intact and award the proposal to MetLife Insurance; and

WHEREAS, the funding is identified in the budget for each department.

Now therefore,

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

SECTION I. That the proposal submitted by MetLife Insurance Company for long-term disability insurance for all regular full-time general employees for a period of three years, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with MetLife Insurance Company and all other documents necessary and proper and to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



March 23, 2023

**Re: CITY OF KINGSPORT
Renewal - July 1, 2023**

Dear **XX**,

I am pleased to present MetLife's annual renewal package for **CITY OF KINGSPORT**.

The package contains important information about the financial status of the plan. Included is a Technical Overview, containing the renewal rate adjustments, renewal analysis, underwriting assumptions, and supporting exhibits.

After you have reviewed this information, I would be happy to provide more specifics on any of the material covered in this package.

All of us at MetLife appreciate your business, and we place a high value on the mutual success of our relationship.

Thank you for your trust in MetLife. I look forward to working with you in the coming year.

Sincerely,

Anthony Guarcello
Account Executive

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes

Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. On **Item X116**, bills are finalized, a second notice must be provided setting forth the details of the coverage or premium change. If you would like to learn more about these notices, please contact your MetLife service team.



U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, and Metropolitan General Insurance Company (collectively herein called "MetLife"), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (*each an "Intermediary"*). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (*number of products sold or dollar value of premium*) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (*e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements*).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0621014130[exp0822][All States][DC, GU, MP, PR, VI]

July 1, 2023
Renewal Package

for

CITY OF KINGSPORT

provided by



MetLife Representative

Anthony Guarcello

X
X

Phone Number -
Fax Number -

This renewal is for plan year, July 1, 2023 to June 30, 2025.

The information included in this renewal is proprietary to Metropolitan Life Insurance Company. It is intended for use only by CITY OF KINGSPORT and may not be shared with any other party without the written permission of Metropolitan Life Insurance Company.

TECHNICAL OVERVIEW

RENEWAL RATE ADJUSTMENTS

Coverage	Current Rate	Renewal Rate	Change in Rate +/- %
Long Term Disability <i>Rates guaranteed through 6/30/2025</i>	\$0.380	\$0.456	+20.00%

LONG TERM DISABILITY

RENEWAL ANALYSIS

MetLife reviews past claims experience in an effort to predict future claims activity. This review serves as the basis for the experience rate portion of our analysis and is the focus of the discussion and exhibits that follow.

Long Term Disability (LTD) rates are based upon an analysis of incurred claims, adjusted premium, expected loss ratio and an experience credibility factor. In calculating your renewal rates for the upcoming policy year, we used the following process:

- Incurred claims for the experience period were calculated. Incurred claims represent paid claims, plus reserves, less investment credit.
- Incurred claims were then divided by the adjusted premium for the same experience period and then adjusted for trend.
- The resulting incurred loss ratio was compared to MetLife's tolerable (expected) loss ratio for groups of like size.

In determining the manual rate portion of our analysis, we have evaluated your group's demographics, plan design and certain economic factors relating to your nature of business and geographic location.

Although an important portion of our analysis, a group's past claims experience is not the only factor used in determining appropriate rate levels. Instead, the rate level developed from our analysis of past experience is combined with a manual rate based on your demographics and plan design. The degree to which these rates are blended is based on the level of credibility of your claims experience.

UNDERWRITING ASSUMPTIONS

- The LTD renewal rates are guaranteed from July 1, 2023 to June 30, 2025.
- These rates may be changed any time the current plan or contribution structure is modified.
- MetLife reserves the right to retroactively adjust rates from the effective date of any plan change.
- The rates assume that there is no change in the Sources of Other Income Benefits, including Workers' Compensation and state disability law, by which MetLife's benefits are reduced.

SUPPORTING EXHIBITS

Please refer to the Exhibit Section of this renewal for all supporting Exhibits.

LTD Exhibit 1 - Paid and Incurred Study

LTD Exhibit 2 - Open Claims

LTD Exhibit 3 - Key to Disability Codes

LTD EXHIBIT 1

PAID AND INCURRED STUDY

This exhibit has two primary objectives:

- To place every disability into the year in which it occurs;
- To generate the incurred loss ratio for each year.

Unlike medical insurance, the liability under an LTD policy may fluctuate a great deal depending on a variety of factors such as the initial eligibility for coverage, increased employee awareness of coverage, technological advances in an industry or occupation, and economic factors such as downsizing and mergers. By placing all liability attached to a claim in the time period during which it occurs, we may be able to discern the reason for, and if possible, the necessary correction of, such issues.

The Paid and Incurred Study consists of a number of elements. Those of most importance in the development of the experience rate are listed and defined below:

- Total Paid Claims
- Case Reserves
- IBNR (Incurred But Not Reported) Reserves
- Investment Credit
- Incurred Claims
- Paid Premium
- Adjusted Premium
- Incurred Loss Ratio (ILR)
- Tolerable Expected Loss Ratio

Total Paid Claims: The total for claims actually paid for and attributable to specific individual.

Case Reserves: These reserves represent the majority of an LTD insurer's liability, and reflect what the insurer believes is necessary to cover the anticipated payments for the open and pending claims.

Pended claim reserves are set aside for claims incurred but still pending beyond the Incurred But Not Reported (IBNR) period. The reserves for pending claims have been estimated at 41880 and are based on MetLife's average open claim reserve and the probability of claim approval.

For open claims, the reserve is estimated for each claim based upon the date of disability, the age at disability, the gender of the claimant and the total remaining time of disability. These factors are then modified by:

- Morbidity: the likelihood of recovery
- Mortality: the likelihood of death
- Interest on future liability: currently credited at 4.50%

The modification results in a reserve factor per \$100 of benefit which is used to calculate the actual open claim reserve.

Incurred But Not Reported (IBNR) Claims Reserves: Incurred but not reported (IBNR) reserves reflect the anticipated liability for claims that may already exist but have not fulfilled the elimination period or have not yet been submitted for consideration. While the bulk of this liability falls in the elimination period, the actual reporting lag causes some of the reserve to be placed in the prior reporting period.

Investment Credit (Time Value Of Money): Just as we adjust premium for changes in rate levels due to experience, we also adjust the paid claims and reserves. The investment credit (or time value of money adjustment) pushes the value of MetLife's liability back into the year incurred. This adjustment yields the present value, in the incurred year, of the future liability.

Incurred Claims: The sum of the total paid claims, the case reserves, IBNR reserves outside of the IBNR period, less the investment credit for a stated period of time.

Paid Premium: The premium actually paid for the stated period of time.

Adjusted Premium: Paid premium, as defined above, adjusted to the current rate level. The adjustment to premium accounts for all past rate changes during the stated period, except those resulting from plan revisions.

Incurred Loss Ratio: This is the ratio of incurred claims to adjusted paid premium, and is indicative of the percentage of premium needed to pay the claims during the stated period of time.

Tolerable Expected Loss Ratio: This represents the insurer's break-even point taking into consideration retention charges.

LONG TERM DISABILITY EXHIBIT 1 – All EEs

PAID AND INCURRED STUDY

MetLife Disability Paid & Incurred Exhibit
CITY OF KINGSPORT
Group Number # 0153751
Renewal Date July 1, 2023
Long Term Disability Paid & Incurred Exhibit
as of 2/28/2023

Average Lives	1,280	1,279	1,242	1,222	1,215	4,718
					Claim Lag Period*	TOTAL (w/o Claim Lag Period)
Experience from	1/1/2019	1/1/2020	1/1/2021	1/1/2022	10/1/2022	1/1/2019
to	1/1/2020	1/1/2021	1/1/2022	10/1/2022	3/1/2023	10/1/2022
Months in period	12	12	12	9	5	45
Total Paid	\$91,554	\$123,197	\$173,126	\$19,476	\$0	\$407,353
Case Reserve	\$44,516	\$172,677	\$356,675	\$82,950	\$0	\$656,819
Elimination Period					4	MONTHS
IBNR	\$0	\$0	\$0	\$19,403	\$78,501	\$19,403
Other Adjustments	\$0	\$0	\$0	\$0	\$0	\$0
Investment Credit	(\$12,117)	(\$21,689)	(\$24,329)	(\$3,006)	(\$731)	(\$61,141)
Incurred Claims	\$123,953	\$274,185	\$505,472	\$118,824	\$77,770	\$1,022,434
Premium(Paid)	\$211,104	\$212,647	\$211,552	\$170,850	\$97,978	\$806,153
Adjustment to Premium	1.0497	1.0497	1.0243	1.0000	1.0000	
Premium (Adjusted)	\$221,601	\$223,221	\$216,684	\$170,850	\$97,978	\$832,356
I.L.R. Weighted	55.9%	122.8%	233.3%	69.5%		116.5%
Tolerable Loss Ratio						79.1%
Open Claims	1	5	6	2	0	14
Open/Closed Claims	5	10	8	3	0	26
Pending Claims	0	0	0	0	0	0
Denied Claims	2	1	0	1	0	4
Monthly Indemnity Rate	\$334 \$0.362	\$1,560 \$0.362	\$9,658 \$0.371	\$2,669 \$0.380	\$0 \$0.380	\$14,220
Claim Incidence (per 1,000)	3.91	7.82	6.44	3.71	1.87	5.60
Average Cost per Claim	\$24,791	\$27,419	\$63,184	\$33,140	\$0	\$38,578
Average Reserve per Claim	\$44,516	\$34,535	\$59,446	\$41,475	\$0	\$46,916
Average Net Benefit	\$334	\$312	\$1,610	\$1,335	\$0	\$1,016
Average Gross Benefit	\$2,226	\$1,474	\$2,099	\$1,335	\$0	\$1,776

* The Claim Lag Period is incomplete for incidence and claim development. Therefore, this period has been removed from the total column.

RATE CALCULATION

FINAL CREDIBILITY FACTOR	71.4%
EXPERIENCE RATE	\$0.560
MANUAL RATE	\$0.743
BLENDED RATE	\$0.612

Item X116.

Item X116.



AGENDA ACTION FORM

Consideration of a Resolution for City to Enter into an Agreement with Icon Environmental, LLC for Services at Kingsport’s Construction & Demolition Landfill

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

Action Form No.: AF-233-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
Request for Proposals were received by the Procurement Department on June 28, 2023 for selected services at Kingsport’s Construction and Demolition Landfill. Services that were priced include delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal or grinding of tires. The proposal contains language that allows for annual renewal up to five years.

It is the recommendation of Public Works to enter into an agreement with Icon Environmental, LLC awarding the base bid and all bid alternates. These services are necessary to properly operate the Construction and Demolition Landfill and meet permit requirements. Services are requested on an as needed basis within the allocated funding provided in accounts below.

Funding is identified in DL2201 and/or 415-4023-462.20-38.

- Attachments:**
- 1. Resolution
 - 2. Bid Minutes
 - 3. Bid Pricing

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE PROPOSAL FOR SELECTED SERVICES AT THE KINGSPORT CONSTRUCTION AND DEMOLITION LANDFILL TO ICON ENVIRONMENTAL, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUTE THE PURPOSE OF THE AGREEMENT

WHEREAS, proposals were opened on June 28, 2023, for selected services at Kingsport's Construction and Demolition Landfill; and

WHEREAS, upon review of the proposals, the board finds Icon Environmental, LLC is the lowest responsible compliant respondent meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement for selected services at the Kingsport Construction and Demolition landfill, including delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal and disposal of tires from Icon Environmental, LLC at an estimated annual cost of \$225,000.00; and

WHEREAS, funding is identified in project numbers DL2201 and/or 415-4023-462.20-38.

Now therefore,

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

SECTION I. That the proposal for selected services at Kingsport's Construction and Demolition Landfill, including delivery of clay for daily cover, grinding of wood waste with an option for the wood waste to be hauled off site, along with the removal and disposal of tires, is awarded to Icon Environmental, LLC.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Icon Environmental, LLC, to deliver the agreement and take any and all action as may be required on the party of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
June 28, 2023
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

Kingsport Landfill Services
Vendor:
Icon Environmental, LLC

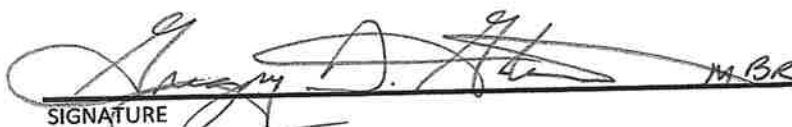
The submitted proposals will be evaluated and a recommendation made at a later date.

KINGSPORT LANDFILL SERVICES RFP

BID FORM

Clay Grinding #1 Grinding Off-site tires On-site tires

DIESEL COST PER GALLON	BASE BID (COST PER TON)	BID ALTERNATE #1 (COST PER TON)	BID ALTERNATE #2 (COST PER CY)	BID ALTERNATE #3 (COST PER TON)	BID ALTERNATE #4 (COST PER TON)
\$2.00	10.92	55.50	7.17	221.00	122.00
\$2.50	10.98	57.00	7.35	222.00	123.00
\$3.00	11.04	58.50	7.53	223.00	124.00
\$3.50	11.10	60.00	7.71	224.00	125.00
\$4.00	11.16	61.50	7.89	225.00	126.00
\$4.50	11.22	63.00	8.07	226.00	127.00
\$5.00	11.28	64.50	8.25	227.00	128.00
\$5.50	11.34	66.00	8.43	228.00	129.00
\$6.00	11.40	67.50	8.61	229.00	130.00
\$6.50	11.46	69.00	8.79	230.00	131.00
\$7.00	11.52	70.50	8.97	231.00	132.00
\$7.50	11.58	72.00	9.15	232.00	133.00
\$8.00	11.64	73.50	9.33	233.00	134.00
\$8.50	11.70	75.00	9.51	234.00	135.00
\$9.00	11.76	76.50	9.69	235.00	136.00
\$9.50	11.82	78.00	9.87	236.00	137.00
\$10.00	11.88	79.50	10.05	237.00	138.00
\$10.50	11.94	81.00	10.23	238.00	139.00
\$11.00	12.00	82.50	10.41	239.00	140.00
\$11.50	12.06	84.00	10.59	240.00	141.00
\$12.00	12.12	85.50	10.77	241.00	142.00
\$12.50	12.18	87.00	10.95	242.00	143.00
\$13.00	12.24	88.50	11.13	243.00	144.00
\$13.50	12.30	90.00	11.31	244.00	145.00
\$14.00	12.36	91.50	11.49	245.00	146.00
\$14.50	12.42	93.00	11.67	246.00	147.00
\$15.00	12.48	94.50	11.85	247.00	148.00

 MBR
SIGNATURE

6/27/23
DATE

BID FORM #2

Board of Mayor and Aldermen
 c/o Purchasing Agent
 City of Kingsport
 Kingsport, Tennessee

Gentlemen:

The undersigned propose to provide the City of Kingsport Landfill Services and all work pertinent thereto, including any and all work and materials that may be necessary to complete the work with the adjoining work in a proper and workmanlike manner at the following rates, and upon the terms and conditions of the "Legal Notice" heretofore published by the City of Kingsport, specifications and special provisions secured from the City Engineer of the City of Kingsport and the ordinances of the City and the direction of, and to the satisfaction of, the City Engineer, at the following rates to wit:

The material shall be a clay classified soil from a TDEC permitted site. Contractor shall be responsible for providing the TDEC permit information to the City. The ton (T) unit price shall include all effort, materials, and any other incidental work required to excavate the clay material from the permitted site, loading the clay classified soil into the delivery vehicle, hauling the clay classified soil from the permitted site to the City of Kingsport's Landfill, and disposing (stockpiling) of the clay classified soil at the City's directed location at the Landfill.

BASE BID

ITEM NO.	QUAN	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	6,000	TONS (T)	EXCAVATION, LOADING, HAULING, AND DISPOSAL OF CLAY SOIL (Payment will be based on weights recorded at the landfill's weigh station.)	\$ 11.10	\$ 66,600.00
TOTAL:					

BID ALTERNATE #1

10,000	TONS (T)	GRINDING, LOADING, AND DISPOSAL OF WOOD WASTE (Payment will be based on weights recorded at the landfill's weigh station.)	\$ 60.00	\$ 600,000.00
TOTAL:				

BID ALTERNATE #2

30,000	CY	GRINDING OF WOOD WASTE & LEAVING GRINDS ON SITE	\$ 7.71	\$ 231,300.00
TOTAL:				

BID ALTERNATE #3

125	TONS (T)	REMOVAL OF DISPOSED TIRES (19.5 inches and smaller) (Payment will be based on weights recorded at the landfill's weigh station.)	\$ 224.00	\$ 28,000.00
TOTAL:				

BID ALTERNATE #4

125	TONS (T)	GRINDING OF TIRES & LEAVING GRINDS AT LANDFILL	\$ 125.00	\$ 15,625.00
TOTAL:				


 Signature & Date 6/27/23

Based on \$ 3.50 per gallon Diesel Fuel.



AGENDA ACTION FORM

Consideration of a Resolution to Rescind the Award for the Purchase of Four (4) Cutaway Style Mini-Bus 18 Passenger

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

Action Form No.: AF-244-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Committee
Presentation By: C. McCartt, S. Leonard

Recommendation:
Approve the Resolution

Executive Summary:
Bids were opened on March 9, 2021, for the purchase of Four (4) Cut Away Style Mini-Bus 18 Passenger for use by KATS. The BMA awarded this purchase on April 6, 2021. On July 5, 2023, an email was received from Central States Bus Sales, Inc. that the Champion Low Floor Buses are no longer being built. Therefore, we recommend rescinding the award to Central States Bus Sales, Inc. A new bid will be done at a later date to purchase new buses.

- Attachments:**
- 1. Resolution
 - 2. Vendor Email

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

RESOLUTION NO. _____

A RESOLUTION RESCINDING THE AWARD OF BID FOR
PURCHASE OF FOUR CUTAWAY STYLE MINI-BUSES

WHEREAS, on March 9, 2021, bids were opened for the purchase of four cut away style mini-buses for use by KATS, and the board awarded the bid for this purchase to Central States Bus Sales, Inc. on April 6, 2021, by Resolution No.: 2021-229; and

WHEREAS, on July 5, 2023, an email was received from Central States Bus Sales, Inc. that the Champion Low Floor Buses were no longer being built; and

WHEREAS, the city recommends rescinding the award to Central States Bus Sales, Inc. in anticipation that a new invitation to bid will be published at a later date to purchase new buses.

Now therefore,

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

SECTION I. That the award of bid to Central States Bus Sales, Inc. for the purchase of four cut away style mini-buses for use by KATS is rescinded.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Eichmann, Nikisha

To: Leonard, Steve
Subject: RE: Champion Low Floor Order Cancelled

From: Chad Golden [<mailto:cgolden@centralstatesbus.com>]

Sent: Wednesday, July 05, 2023 1:49 PM

To: Leonard, Steve <SteveLeonard@KingsportTN.gov>

Subject: Champion Low Floor Order Cancelled

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Steve,

Central States Bus Sales has been forced to cancel all Champion Low Floor bus orders in our system. Including the 4 Champion LF Transports we had on order for the City of Kingsport. Our bid submission to the IFB issued by the City of Kingsport on 2/17/21 is no longer valid. These orders have been cancelled with Forrest River (Champion Bus) and will not be built for the City of Kingsport. I attached the memo sent to us by Forrest River explaining the reasons for cancellation. We appreciate you being patient and understanding in these unprecedented times. Chad Golden, Central States Bus Sales

Chad,

Thank you for reaching out, we appreciate your business and I'll do my best to provide you with a realistic status update regarding this specific model.

Available chassis volumes from Ford continue to plague the cutaway bus industry, with additional unexpected significant cuts in the 4th quarter of 2022. The reduced volumes have caused us to cease production on several low-volume bus models that were required to be built on dedicated model production lines, including the Champion low floor.

The cessation of the low-volume production lines has allowed us to keep one main production line running and solely focused on providing the most common high floor models in volumes to match the fluctuating volumes from Ford. Information we have received for 2023 is that the current incoming volumes will continue throughout this year.

Additionally, we are still reviewing opportunities with vendors to complete the chassis frame conversion of the Ford E-450 chassis to a lowered floor design. To date, we do not have any commitments from chassis upfitters that would be able to achieve the LF design chassis design at their production facility, again due to the lack of volume that would be available to kickstart a dedicated project for a specific model.

With the current constrained supply environment, I would recommend using any available cutaway chassis to produce shuttle bus models that are currently in production, at this time we do not expect to be able to restart production of the Champion LF in 2023.

Our goal is to continue to react and stay flexible to the unstable available volumes of rolling chassis and provide as many solutions as possible to the needs of the shuttle bus industry nationwide, as the demand for replacement cutaway buses continues to surpass the availability of new vehicles. Forrest River Bus

Item X118.

Chad Golden

Commercial Bus Regional Sales Manager

Office [615-466-5042](tel:6154665042)

Cell [615-925-9393](tel:6159259393)

[303 Business Park Drive, Lebanon, Tn 37090](https://www.centralstatesbus.com)

cgolden@centralstatesbus.com

www.centralstatesbus.com

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AGENDA ACTION FORM

Consider Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2012.

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

Action Form No.: AF-213-2023
 Work Session: July 17, 2023
 First Reading: July 18, 2023
 Final Adoption: August 8, 2023
 Staff Work By: Karen Gilmore
 Presentation By: Joe May

Recommendation:

Approve the Resolution.

Executive Summary:

A reconciliation has been made of the taxes assessed for Tax year 2012. This includes not only ad valorem tax on real property; but, also personal property taxes as well as taxes on State Assessed Properties. Tax Accounts, which are in Bankruptcy, are also included. Unpaid Taxes on tangible and intangible business property are not turned over to the Clerk & Master to be included in the Delinquent Tax litigation process.

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

This year, a special effort will be made to have all of the properties having a lien, for demolition of a dilapidated structure or for maintenance of overgrown property, in a Tax Sale. The past lack of interest from bidders in such properties would indicate that the City will likely be the successful (probably only) bidder; but will allow some disposition to be made by the City of these properties as surplus properties.

Each year as part of the final accounting, an adjustment is made to recognize uncollectible receivables. For the Fiscal Year ending June 30, 2023, the total ad valorem tax on real property that meets such criteria represents some 2/100's of one percent of the total tax levy. Conversely, **99.99%** of the tax levy has been collected. Reconciliation has been made of all tax receivables, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of **\$83,202.27** be made.

Attachments:

1. Resolution
2. Tax List

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

Item X119.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2023 FOR THE TAX YEAR 2012 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

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

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2012 was \$33,986,822.00; and

WHEREAS, of that amount, a total of \$83,202.27 has not been collected; and

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

Now therefore,

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

SECTION I. That the City Recorder is hereby, authorized to reconcile and adjust delinquent real, personal, and public utility property tax receivables in Fiscal Year 2023 in the amount of \$83,202.27 for tax year 2012.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY, CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, CITY ATTORNEY

2012
DELINQUENT PROPERTY
TAX WRITE-OFF
6/30/2023

ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
1243	9850.00	0.00	(9850.00)	194.05	0.00	(194.05)	00S
3371	12725.00	0.00	(12725.00)	250.68	0.00	(250.68)	00S
3417	9300.00	0.00	(9300.00)	183.21	0.00	(183.21)	00S
3555	10825.00	0.00	(10825.00)	213.25	0.00	(213.25)	00S
6739	5150.00	0.00	(5150.00)	101.46	0.00	(101.46)	00S
9407	20225.00	0.00	(20225.00)	398.43	0.00	(398.43)	00S
11505	1025.00	0.00	(1025.00)	20.19	0.00	(20.19)	00S
11507	1100.00	0.00	(1100.00)	21.67	0.00	(21.67)	00S
11547	10250.00	0.00	(10250.00)	201.93	0.00	(201.93)	00S
11565	16950.00	0.00	(16950.00)	333.92	0.00	(333.92)	00S
11579	10350.00	0.00	(10350.00)	203.90	0.00	(203.90)	00S
11927	10850.00	0.00	(10850.00)	213.75	0.00	(213.75)	00S
14061	7975.00	0.00	(7975.00)	157.11	0.00	(157.11)	00S
14179	1575.00	0.00	(1575.00)	31.03	0.00	(31.03)	00S
43087	15925.00	0.00	(15925.00)	313.72	0.00	(313.72)	00S
46351	21150.00	0.00	(21150.00)	416.66	0.00	(416.66)	00S
47535	22875.00	0.00	(22875.00)	450.64	0.00	(450.64)	00S
48071	3375.00	0.00	(3375.00)	66.49	0.00	(66.49)	00S
48495	6100.00	0.00	(6100.00)	120.17	0.00	(120.17)	00S
48505	14875.00	0.00	(14875.00)	293.04	0.00	(293.04)	00S
48633	1700.00	0.00	(1700.00)	33.49	0.00	(33.49)	00S
50427	12200.00	0.00	(12200.00)	240.34	0.00	(240.34)	00S
51313	1325.00	0.00	(1325.00)	26.10	0.00	(26.10)	00S
51453	1050.00	0.00	(1050.00)	20.69	0.00	(20.69)	00S
51571	1325.00	0.00	(1325.00)	26.10	0.00	(26.10)	00S
51721	9250.00	0.00	(9250.00)	182.23	0.00	(182.23)	00S
54047	950.00	0.00	(950.00)	18.72	0.00	(18.72)	00S
54051	3675.00	0.00	(3675.00)	72.40	0.00	(72.40)	00S
54165	9175.00	0.00	(9175.00)	180.75	0.00	(180.75)	00S
54297	1350.00	0.00	(1350.00)	26.60	0.00	(26.60)	00S
54299	1350.00	0.00	(1350.00)	26.60	0.00	(26.60)	00S
58889	1800.00	0.00	(1800.00)	35.46	0.00	(35.46)	00S
58893	900.00	0.00	(900.00)	17.73	0.00	(17.73)	00S
58899	1000.00	0.00	(1000.00)	19.70	0.00	(19.70)	00S
58939	2100.00	0.00	(2100.00)	41.37	0.00	(41.37)	00S
58947	225.00	0.00	(225.00)	4.43	0.00	(4.43)	00S
58951	225.00	0.00	(225.00)	4.43	0.00	(4.43)	00S
58953	1125.00	0.00	(1125.00)	22.16	0.00	(22.16)	00S
58993	525.00	0.00	(525.00)	10.34	0.00	(10.34)	00S
59073	2400.00	0.00	(2400.00)	47.28	0.00	(47.28)	00S
59143	25.00	0.00	(25.00)	0.49	0.00	(0.49)	00S
59145	25.00	0.00	(25.00)	0.49	0.00	(0.49)	00S
59315	2825.00	0.00	(2825.00)	55.65	0.00	(55.65)	00S
59369	1525.00	0.00	(1525.00)	30.04	0.00	(30.04)	00S
59415	150.00	0.00	(150.00)	2.96	0.00	(2.96)	00S
59509	5025.00	0.00	(5025.00)	98.99	0.00	(98.99)	00S
59545	2200.00	0.00	(2200.00)	43.34	0.00	(43.34)	00S
59559	3025.00	0.00	(3025.00)	59.59	0.00	(59.59)	00S
59887	1800.00	0.00	(1800.00)	35.46	0.00	(35.46)	00S
60113	625.00	0.00	(625.00)	12.31	0.00	(12.31)	00S
60949	350.00	0.00	(350.00)	6.90	0.00	(6.90)	00S

Item X119.

2012
DELINQUENT PROPERTY
TAX WRITE-OFF
6/30/2023

60971	1475.00	0.00	(1475.00)	29.06	0.00	(29.06)	00S
61021	11000.00	0.00	(11000.00)	216.70	0.00	(216.70)	00S
61219	825.00	0.00	(825.00)	16.25	0.00	(16.25)	00S
61301	7325.00	0.00	(7325.00)	144.30	0.00	(144.30)	00S
61351	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	00S
61703	15075.00	0.00	(15075.00)	296.98	0.00	(296.98)	00S
62049	1250.00	0.00	(1250.00)	24.63	0.00	(24.63)	00S
62235	2200.00	0.00	(2200.00)	43.34	0.00	(43.34)	00S
62619	12575.00	0.00	(12575.00)	247.73	0.00	(247.73)	00S
64767	2850.00	0.00	(2850.00)	56.15	0.00	(56.15)	00S
66447	750.00	0.00	(750.00)	14.78	0.00	(14.78)	00S
66979	475.00	0.00	(475.00)	9.36	0.00	(9.36)	00S
67349	12650.00	0.00	(12650.00)	249.21	0.00	(249.21)	00S
67633	1725.00	0.00	(1725.00)	33.98	0.00	(33.98)	00S
71273	12000.00	0.00	(12000.00)	236.40	0.00	(236.40)	00S
71301	8350.00	0.00	(8350.00)	164.50	0.00	(164.50)	00S
72795	225.00	0.00	(225.00)	4.43	0.00	(4.43)	00S
73231	7325.00	0.00	(7325.00)	144.30	0.00	(144.30)	00S
73959	225.00	0.00	(225.00)	4.43	0.00	(4.43)	00S
73961	225.00	0.00	(225.00)	4.43	0.00	(4.43)	00S
73963	225.00	0.00	(225.00)	4.43	0.00	(4.43)	00S
73965	225.00	0.00	(225.00)	4.43	0.00	(4.43)	00S
74039	20125.00	0.00	(20125.00)	396.46	0.00	(396.46)	00S
74485	100.00	0.00	(100.00)	1.97	0.00	(1.97)	00S
75141	1225.00	0.00	(1225.00)	24.13	0.00	(24.13)	00S
76917	500.00	0.00	(500.00)	9.85	0.00	(9.85)	00S
76919	2325.00	0.00	(2325.00)	45.80	0.00	(45.80)	00S
77251	2575.00	0.00	(2575.00)	50.73	0.00	(50.73)	00S
77471	1425.00	0.00	(1425.00)	28.07	0.00	(28.07)	00S
77479	600.00	0.00	(600.00)	11.82	0.00	(11.82)	00S
77511	1350.00	0.00	(1350.00)	26.60	0.00	(26.60)	00S
77547	25.00	0.00	(25.00)	0.49	0.00	(0.49)	00S
77645	250.00	0.00	(250.00)	4.93	0.00	(4.93)	00S
78431	1825.00	0.00	(1825.00)	35.95	0.00	(35.95)	00S
78773	2600.00	0.00	(2600.00)	51.22	0.00	(51.22)	00S
79003	1250.00	0.00	(1250.00)	24.63	0.00	(24.63)	00S
79005	1250.00	0.00	(1250.00)	24.63	0.00	(24.63)	00S
79017	750.00	0.00	(750.00)	14.78	0.00	(14.78)	00S
79029	1800.00	0.00	(1800.00)	35.46	0.00	(35.46)	00S
82223	500.00	0.00	(500.00)	9.85	0.00	(9.85)	00S
92357	1475.00	0.00	(1475.00)	29.06	0.00	(29.06)	00S
108839	1750.00	0.00	(1750.00)	34.48	0.00	(34.48)	00S
132575	5375.00	0.00	(5375.00)	105.89	0.00	(105.89)	00S
132763	1200.00	0.00	(1200.00)	23.64	0.00	(23.64)	00S
138007	450.00	0.00	(450.00)	8.87	0.00	(8.87)	00S
138009	450.00	0.00	(450.00)	8.87	0.00	(8.87)	00S
138165	2475.00	0.00	(2475.00)	48.76	0.00	(48.76)	00S
142403	125.00	0.00	(125.00)	2.46	0.00	(2.46)	00S
142425	375.00	0.00	(375.00)	7.39	0.00	(7.39)	00S
142563	10575.00	0.00	(10575.00)	208.33	0.00	(208.33)	00S
145725	1800.00	0.00	(1800.00)	35.46	0.00	(35.46)	00S
147799	3775.00	0.00	(3775.00)	74.37	0.00	(74.37)	00S
149511	3650.00	0.00	(3650.00)	71.91	0.00	(71.91)	00S
153257	5275.00	0.00	(5275.00)	103.92	0.00	(103.92)	00S

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159659	4575.00	0.00	(4575.00)	90.13	0.00	(90.13)	00S
159661	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	00S
159663	1350.00	0.00	(1350.00)	26.60	0.00	(26.60)	00S
159671	1675.00	0.00	(1675.00)	33.00	0.00	(33.00)	00S
161997	550.00	0.00	(550.00)	10.84	0.00	(10.84)	00S
163497	475.00	0.00	(475.00)	9.36	0.00	(9.36)	00S
173455	5275.00	0.00	(5275.00)	103.92	0.00	(103.92)	00S
174253	3700.00	0.00	(3700.00)	72.89	0.00	(72.89)	00S
174591	575.00	0.00	(575.00)	11.33	0.00	(11.33)	00S
174927	3750.00	0.00	(3750.00)	73.88	0.00	(73.88)	00S
174935	45725.00	0.00	(45725.00)	900.78	0.00	(900.78)	00S
47155	49920.00	0.00	(49920.00)	983.42	0.00	(983.42)	08S
64499	4520.00	0.00	(4520.00)	89.04	0.00	(89.04)	08S
69363	16400.00	0.00	(16400.00)	323.08	0.00	(323.08)	08S
73881	17400.00	0.00	(17400.00)	342.78	0.00	(342.78)	08S
103335	20680.00	0.00	(20680.00)	407.40	0.00	(407.40)	08S
148919	58040.00	0.00	(58040.00)	1143.39	0.00	(1143.39)	08S
173455	0.00	0.00	0.00	2752.00	0.00	(2752.00)	CODE
583	6067.00	0.00	(6067.00)	119.52	0.00	(119.52)	PPS
3143	7669.00	0.00	(7669.00)	151.08	0.00	(151.08)	PPS
4157	2499.00	0.00	(2499.00)	49.23	0.00	(49.23)	PPS
5171	3661.00	0.00	(3661.00)	72.12	0.00	(72.12)	PPS
51950	17911.00	0.00	(17911.00)	352.85	0.00	(352.85)	PPS
53915	52626.00	0.00	(52626.00)	1036.73	0.00	(1036.73)	PPS
63313	342949.00	0.00	(342949.00)	6756.10	0.00	(6756.10)	PPS
66157	7023.00	0.00	(7023.00)	138.35	131.43	(6.92)	PPS
139555	12258.00	0.00	(12258.00)	241.48	0.00	(241.48)	PPS
142133	43191.00	0.00	(43191.00)	850.86	0.00	(850.86)	PPS
146107	20066.00	0.00	(20066.00)	40.70	0.00	(40.70)	PPS
146233	1012.00	0.00	(1012.00)	19.94	0.00	(19.94)	PPS
146267	53290.00	0.00	(53290.00)	1049.81	0.00	(1049.81)	PPS
151559	1563.00	0.00	(1563.00)	9.24	0.00	(9.24)	PPS
151839	916.00	0.00	(916.00)	18.05	0.00	(18.05)	PPS
154049	1250.00	0.00	(1250.00)	7.39	0.00	(7.39)	PPS
154559	13835.00	0.00	(13835.00)	272.55	0.00	(272.55)	PPS
154687	469.00	0.00	(469.00)	9.24	0.00	(9.24)	PPS
157069	94172.00	0.00	(94172.00)	1855.19	0.00	(1855.19)	PPS
157237	5738.00	0.00	(5738.00)	113.04	0.00	(113.04)	PPS
157419	5589.00	0.00	(5589.00)	110.10	0.00	(110.10)	PPS
157445	15769.00	0.00	(15769.00)	310.65	0.00	(310.65)	PPS
157613	738.00	0.00	(738.00)	14.54	0.00	(14.54)	PPS
157645	28458.00	0.00	(28458.00)	580.32	0.00	(580.32)	PPS
157719	586.00	0.00	(586.00)	11.54	0.00	(11.54)	PPS
158301	2237.00	0.00	(2237.00)	44.07	0.00	(44.07)	PPS
158503	11177.00	0.00	(11177.00)	220.19	0.00	(220.19)	PPS
158655	208372.00	0.00	(208372.00)	4104.93	0.00	(4104.93)	PPS
159263	879.00	0.00	(879.00)	17.32	0.00	(17.32)	PPS
159793	22352.00	0.00	(22352.00)	440.33	0.00	(440.33)	PPS
159795	1790.00	0.00	(1790.00)	35.26	0.00	(35.26)	PPS
159867	11572.00	0.00	(11572.00)	227.97	0.00	(227.97)	PPS
159931	20965.00	0.00	(20965.00)	413.01	0.00	(413.01)	PPS
159975	4980.00	0.00	(4980.00)	98.11	0.00	(98.11)	PPS
160223	4958.00	0.00	(4958.00)	97.67	0.00	(97.67)	PPS
160231	224.00	0.00	(224.00)	4.41	0.00	(4.41)	PPS

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160287	115556.00	0.00	(115556.00)	2276.45	0.00	(2276.45)	PPS
160407	707.00	0.00	(707.00)	13.93	0.00	(13.93)	PPS
161285	3577.00	0.00	(3577.00)	70.47	0.00	(70.47)	PPS
161375	14306.00	0.00	(14306.00)	281.83	0.00	(281.83)	PPS
161467	31380.00	0.00	(31380.00)	618.19	0.00	(618.19)	PPS
162453	9155.00	0.00	(9155.00)	180.35	0.00	(180.35)	PPS
162481	131590.00	0.00	(131590.00)	2592.32	0.00	(2592.32)	PPS
162515	538871.00	0.00	(538871.00)	10615.76	0.00	(10615.76)	PPS
162623	586.00	0.00	(586.00)	11.54	0.00	(11.54)	PPS
162697	823.00	0.00	(823.00)	16.21	0.00	(16.21)	PPS
162847	29297.00	0.00	(29297.00)	577.15	0.00	(577.15)	PPS
162925	1763.00	0.00	(1763.00)	34.73	0.00	(34.73)	PPS
162933	2289.00	0.00	(2289.00)	45.09	0.00	(45.09)	PPS
163001	55880.00	0.00	(55880.00)	1100.84	0.00	(1100.84)	PPS
163079	7875.00	0.00	(7875.00)	155.14	0.00	(155.14)	PPS
163165	2580.00	0.00	(2580.00)	94.72	0.00	(94.72)	PPS
164581	2580.00	0.00	(2580.00)	5.56	0.00	(5.56)	PPS
164101	2477.00	0.00	(2477.00)	48.80	0.00	(48.80)	PPS
164191	26753.00	0.00	(26753.00)	527.03	518.38	(8.65)	PPS
164203	941.00	0.00	(941.00)	18.54	0.00	(18.54)	PPS
164245	10987.00	0.00	(10987.00)	216.44	0.00	(216.44)	PPS
164265	2994.00	0.00	(2994.00)	58.98	0.00	(58.98)	PPS
164283	53238.00	0.00	(53238.00)	1048.79	0.00	(1048.79)	PPS
164355	42344.00	0.00	(42344.00)	834.18	0.00	(834.18)	PPS
164433	13871.00	0.00	(13871.00)	273.26	0.00	(273.26)	PPS
164439	923.00	0.00	(923.00)	18.18	0.00	(18.18)	PPS
164527	12085.00	0.00	(12085.00)	238.07	0.00	(238.07)	PPS
164547	23209.00	0.00	(23209.00)	457.22	0.00	(457.22)	PPS
164581	2580.00	0.00	(2580.00)	50.83	0.00	(50.83)	PPS
164599	2997.00	0.00	(2997.00)	59.04	0.00	(59.04)	PPS
164623	1556.00	0.00	(1556.00)	30.65	0.00	(30.65)	PPS
164635	49509.00	0.00	(49509.00)	975.33	0.00	(975.33)	PPS
164669	586.00	0.00	(586.00)	11.54	0.00	(11.54)	PPS
164683	23487.00	0.00	(23487.00)	462.69	0.00	(462.69)	PPS
164769	3923.00	0.00	(3923.00)	77.28	0.00	(77.28)	PPS
164839	733.00	0.00	(733.00)	14.44	0.00	(14.44)	PPS
164855	2021.00	0.00	(2021.00)	39.81	0.00	(39.81)	PPS
165519	677.00	0.00	(677.00)	13.34	0.00	(13.34)	PPS
165745	21973.00	0.00	(21973.00)	432.87	0.00	(432.87)	PPS
165771	7809.00	0.00	(7809.00)	153.84	103.96	(49.88)	PPS
165801	2200.00	0.00	(2200.00)	43.34	0.00	(43.34)	PPS
165865	10987.00	0.00	(10987.00)	216.44	0.00	(216.44)	PPS
165877	38082.00	0.00	(38082.00)	750.22	0.00	(750.22)	PPS
165879	3079.00	0.00	(3079.00)	60.66	0.00	(60.66)	PPS
165881	733.00	0.00	(733.00)	14.44	0.00	(14.44)	PPS
165883	733.00	0.00	(733.00)	14.44	0.00	(14.44)	PPS
165927	5801.00	0.00	(5801.00)	114.28	0.00	(114.28)	PPS
165929	27941.00	0.00	(27941.00)	550.44	0.00	(550.44)	PPS
165939	10987.00	0.00	(10987.00)	216.44	0.00	(216.44)	PPS
165949	10987.00	0.00	(10987.00)	216.44	0.00	(216.44)	PPS
165973	217045.00	0.00	(217045.00)	4275.79	0.00	(4275.79)	PPS
165979	7324.00	0.00	(7324.00)	144.28	0.00	(144.28)	PPS
165997	6592.00	0.00	(6592.00)	129.86	0.00	(129.86)	PPS
166009	6592.00	0.00	(6592.00)	129.86	0.00	(129.86)	PPS

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166027	1321.00	0.00	(1321.00)	26.02	0.00	(26.02)	PPS
166077	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
166105	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
166253	356.00	0.00	(356.00)	7.01	0.00	(7.01)	PPS
166921	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
166927	8789.00	0.00	(8789.00)	173.14	0.00	(173.14)	PPS
166935	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
166943	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
166953	214.00	0.00	(214.00)	4.22	0.00	(4.22)	PPS
166955	497.00	0.00	(497.00)	9.79	0.00	(9.79)	PPS
166961	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
166975	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
166993	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167031	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167033	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167037	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167065	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167121	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167137	5892.00	0.00	(5892.00)	116.07	0.00	(116.07)	PPS
167161	4395.00	0.00	(4395.00)	86.58	0.00	(86.58)	PPS
167179	2625.00	0.00	(2625.00)	51.71	0.00	(51.71)	PPS
167181	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167191	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167199	24536.00	0.00	(24536.00)	483.36	0.00	(483.36)	PPS
167215	1084.00	0.00	(1084.00)	21.35	0.00	(21.35)	PPS
167217	5859.00	0.00	(5859.00)	115.42	0.00	(115.42)	PPS
167219	586.00	0.00	(586.00)	11.54	0.00	(11.54)	PPS
167227	5859.00	0.00	(5859.00)	115.42	0.00	(115.42)	PPS
167247	458.00	0.00	(458.00)	9.02	0.00	(9.02)	PPS
167267	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167293	33565.00	0.00	(33565.00)	661.23	0.00	(661.23)	PPS
167309	469.00	0.00	(469.00)	9.24	0.00	(9.24)	PPS
167313	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167317	11719.00	0.00	(11719.00)	230.86	0.00	(230.86)	PPS
167319	9902.00	0.00	(9902.00)	195.07	0.00	(195.07)	PPS
167331	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167333	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167391	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167405	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167429	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167447	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167449	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167485	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167495	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167507	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167509	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167515	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167579	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167597	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
167603	469.00	0.00	(469.00)	9.24	0.00	(9.24)	PPS
167631	18560.00	0.00	(18560.00)	365.63	0.00	(365.63)	PPS
167637	7346.00	0.00	(7346.00)	144.72	0.00	(144.72)	PPS
167643	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
170345	18750.00	0.00	(18750.00)	369.38	0.00	(369.38)	PPS

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170365	20742.00	0.00	(20742.00)	408.62	0.00	(408.62)	PPS
170389	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
1703293	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170409	3726.00	0.00	(3726.00)	73.40	0.00	(73.40)	PPS
170413	375.00	0.00	(375.00)	7.39	0.00	(7.39)	PPS
170423	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170437	4688.00	0.00	(4688.00)	92.35	0.00	(92.35)	PPS
170439	1464.00	0.00	(1464.00)	28.84	0.00	(28.84)	PPS
170465	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170475	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170491	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170505	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170513	20937.00	0.00	(20937.00)	412.46	0.00	(412.46)	PPS
170515	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170529	13740.00	0.00	(13740.00)	270.68	0.00	(270.68)	PPS
170535	14274.00	0.00	(14274.00)	281.20	0.00	(281.20)	PPS
170599	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170601	766.00	0.00	(766.00)	15.09	0.00	(15.09)	PPS
170621	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170623	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170631	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170637	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170687	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170723	437.00	0.00	(437.00)	8.61	0.00	(8.61)	PPS
170751	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170777	744.00	0.00	(744.00)	14.66	0.00	(14.66)	PPS
170799	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170801	2561.00	0.00	(2561.00)	50.45	0.00	(50.45)	PPS
170803	701.00	0.00	(701.00)	13.81	0.00	(13.81)	PPS
170825	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170857	6561.00	0.00	(6561.00)	129.25	0.00	(129.25)	PPS
170883	17763.00	0.00	(17763.00)	349.93	0.00	(349.93)	PPS
170891	7266.00	0.00	(7266.00)	143.14	0.00	(143.14)	PPS
170941	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170957	12161.00	0.00	(12161.00)	239.57	0.00	(239.57)	PPS
170959	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170961	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
170969	662.00	0.00	(662.00)	13.04	0.00	(13.04)	PPS
170971	16406.00	0.00	(16406.00)	323.20	0.00	(323.20)	PPS
170981	22352.00	0.00	(22352.00)	440.33	0.00	(440.33)	PPS
171003	416.00	0.00	(416.00)	8.20	0.00	(8.20)	PPS
171007	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171009	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171023	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171031	7500.00	0.00	(7500.00)	147.75	0.00	(147.75)	PPS
171035	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171037	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171041	11250.00	0.00	(11250.00)	221.63	0.00	(221.63)	PPS
171043	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171047	5098.00	0.00	(5098.00)	100.43	0.00	(100.43)	PPS
171049	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171057	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171071	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171135	2233.00	0.00	(2233.00)	43.99	0.00	(43.99)	PPS

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171141	8301.00	0.00	(8301.00)	163.53	0.00	(163.53)	PPS
171157	10108.00	0.00	(10108.00)	199.13	0.00	(199.13)	PPS
171177	5242.00	0.00	(5242.00)	103.27	0.00	(103.27)	PPS
171183	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171231	1328.00	0.00	(1328.00)	26.16	0.00	(26.16)	PPS
171235	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
171237	23516.00	0.00	(23516.00)	463.27	0.00	(463.27)	PPS
171247	3953.00	0.00	(3953.00)	77.87	0.00	(77.87)	PPS
171259	3894.00	0.00	(3894.00)	76.71	0.00	(76.71)	PPS
171291	12472.00	0.00	(12472.00)	245.70	0.00	(245.70)	PPS
172409	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
172411	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172413	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172415	278.00	0.00	(278.00)	5.48	0.00	(5.48)	PPS
172419	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172435	4976.00	0.00	(4976.00)	98.03	0.00	(98.03)	PPS
172443	375.00	0.00	(375.00)	7.39	0.00	(7.39)	PPS
172457	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172473	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172477	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172507	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172515	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172523	1125.00	0.00	(1125.00)	22.16	0.00	(22.16)	PPS
172567	375.00	0.00	(375.00)	7.39	0.00	(7.39)	PPS
172583	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172587	346.00	0.00	(346.00)	6.82	0.00	(6.82)	PPS
172603	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172641	912.00	0.00	(912.00)	17.97	0.00	(17.97)	PPS
172653	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
172681	733.00	0.00	(733.00)	14.44	0.00	(14.44)	PPS
172683	733.00	0.00	(733.00)	14.44	0.00	(14.44)	PPS
172743	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
172815	8234.00	0.00	(8234.00)	162.23	0.00	(162.23)	PPS
172857	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
172869	1125.00	0.00	(1125.00)	22.16	0.00	(22.16)	PPS
172881	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
172905	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172907	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
172909	375.00	0.00	(375.00)	7.39	0.00	(7.39)	PPS
172911	8378.00	0.00	(8378.00)	165.05	57.35	(107.70)	PPS
172915	775.00	0.00	(775.00)	15.27	0.00	(15.27)	PPS
172917	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172949	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172959	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
172971	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
172983	245.00	0.00	(245.00)	4.83	0.00	(4.83)	PPS
173005	1125.00	0.00	(1125.00)	22.16	0.00	(22.16)	PPS
173015	3006.00	0.00	(3006.00)	59.22	0.00	(59.22)	PPS
173045	14177.00	0.00	(14177.00)	279.29	0.00	(279.29)	PPS
175565	2102.00	0.00	(2102.00)	41.41	0.00	(41.41)	PPS
175569	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
175571	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175573	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175599	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS

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175601	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175603	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175617	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175621	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175631	3000.00	0.00	(3000.00)	59.10	0.00	(59.10)	PPS
175657	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
175659	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175675	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175679	240.00	0.00	(240.00)	4.73	0.00	(4.73)	PPS
175681	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
175689	740.00	0.00	(740.00)	14.58	0.00	(14.58)	PPS
175703	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
175717	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
175757	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175765	2051.00	0.00	(2051.00)	40.40	0.00	(40.40)	PPS
175773	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175777	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175785	2026.00	0.00	(2026.00)	39.91	0.00	(39.91)	PPS
175803	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175821	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175833	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175837	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
175869	22500.00	0.00	(22500.00)	443.25	0.00	(443.25)	PPS
175881	3732.00	0.00	(3732.00)	73.52	0.00	(73.52)	PPS
175905	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175921	6592.00	0.00	(6592.00)	129.86	0.00	(129.86)	PPS
175963	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175975	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175977	2522.00	0.00	(2522.00)	49.68	0.00	(49.68)	PPS
175983	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175985	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175987	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
175991	233.00	0.00	(233.00)	4.59	0.00	(4.59)	PPS
175999	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176009	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176011	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176027	267.00	0.00	(267.00)	5.26	0.00	(5.26)	PPS
176045	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176047	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176051	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176057	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176071	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
176073	1465.00	0.00	(1465.00)	28.86	0.00	(28.86)	PPS
176079	282.00	0.00	(282.00)	5.56	0.00	(5.56)	PPS
176095	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
176115	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176135	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176139	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176155	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176157	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176173	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	PPS
176179	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
176313	0.00	0.00	0.00	836.07	0.00	(836.07)	PPS
176315	3919.00	0.00	(3919.00)	77.20	0.00	(77.20)	PPS

2012
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148313	15000.00	0.00	(15000.00)	295.50	0.00	(295.50)	PSS
148407	69202.00	0.00	(69202.00)	1363.28	0.00	(1363.28)	PSS
173139	10000.00	0.00	(10000.00)	197.00	0.00	(197.00)	PSS
172417	2063.00	0.00	(2063.00)	40.64	0.00	(40.64)	PPSP
Total	4101524.00	0.00	(4101524.00)	84013.39	811.12	(83202.27)	
Commercial	166960.00	0.00	(166960.00)	3289.11	0.00	(3289.11)	
Comm/Pers	3307837.00	0.00	(3307837.00)	64814.51	0.00	(64814.51)	
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	
Pub Utilities	94202.00	0.00	(94202.00)	1855.78	0.00	(1855.78)	
Code Enforcement	0.00	0.00	0.00	2752.00	0.00	(2752.00)	
Residential	532525.00	0.00	(532525.00)	10490.87	0.00	(10490.87)	
Total	4101524.00	0.00	(4101524.00)	83202.27	0.00	(83202.27)	



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute CDBG Sub-recipient Agreements.

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

Action Form No.: AF-149-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:

Approve Authorizing Resolution.

Executive Summary:

At its business meeting on **May 5, 2023**, the Board of Mayor and Aldermen approved the CDBG Annual Action Plan funded by the Department of Housing and Urban Development (HUD). The plan included CDBG funding for Public Service programs and Emergency Home Repairs to allocate at a later date. Sub-recipient applications were solicited through a competitive funding process, reviewed by the CDAC, and recommended to the BMA as listed below. The partner agreements are for a period of one year, starting July 1, 2023 and ending on June 30, 2024.

- United Way of Greater Kingsport - \$25,000
- Second Harvest Food Bank of NE TN - \$10,000.00
- South Central Kingsport Community Development - \$4,345.00
- Keep Kingsport Beautiful - \$2,664.00
- Holston Terrace Inc. - \$7,400.00
- Appalachian Service Project - \$15,000.00
- Holston Habitat for Humanity - \$75,000.00

Attachments:

1. Resolution
2. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK FUNDING IN FISCAL YEAR 2023-2024.

WHEREAS, as part of the city's Annual Action Plan a portion of Community Development Block Grant funding was allocated to public service programs; and

WHEREAS, the city now desires to enter into partner agreements in order to provide funding to agencies which will provide public service programs; and

WHEREAS, those agencies receiving funding are United Way of Greater Kingsport (\$25,000.00), Second Harvest Food Bank of NE TN (\$10,000.00), Keep Kingsport Beautiful (\$2,664.00), South Central Community Development, Inc. (\$4,345.00), Holston Terrace, Inc. (\$7,400.00), Appalachia Service Project (\$15,000.00) and Holston Habitat for Humanity (\$75,000.00)

Now therefore,

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

SECTION I. That agreements with United Way of Greater Kingsport, Second Harvest Food Bank of NE TN, Keep Kingsport Beautiful, South Central Community Development, Inc. Holston Terrace, Inc. Appalachia Service Project, and Holston Habitat for Humanity are approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for the provision of public service programs in fiscal year 2023-2024 with United Way of Greater Kingsport, Second Harvest Food Bank of NE TN, Keep Kingsport Beautiful, South Central Community Development, Inc. Holston Terrace, Inc. Appalachia Service Project, and Holston Habitat for Humanity said agreements being generally as follows:

**GRANT CONTRACT
BETWEEN THE CITY OF KINGSFORT, TENNESSEE
AND
[AGENCY NAME]**

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the "City" and [AGENCY NAME] hereinafter referred to as the "Operating Agency", is for the provision of services to the homeless and those at risk for homelessness under the Community Development Block Grant Program ("CDBG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES).

Operating Agency's address: [AGENCY ADDRESS]

Operating Agency's Edison Vendor ID #: [AGENCY VENDOR NUMBER - IF APPLICABLE]

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Operating Agency shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant contract.

A.2. To provide and operate public service activities to low and moderate income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.

A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Operating Agency's duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:

a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et.seq.), as amended (the "Federal CDBG Regulations").

b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.

A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.

A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a three (3) year period in accordance with the requirements of 24 CFR Part 570.

A.7. To furnish to the City all reports required to be filed in accordance with any directives of the City and within the time period prescribed by the City for such reports.

B. TERM OF GRANT CONTRACT:

B.1. Grant Term. This Grant Contract shall be effective on **July 1, 2022** ("Effective Date") and extend for a period of twelve (12) months after the Effective Date to **June 30, 2023** ("Term"). The City shall have no obligation for goods or services provided by the Operating Agency prior to the Effective Date or extending beyond the close of the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the City under this Grant Contract exceed [FUNDING AMOUNT] ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Operating Agency.

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

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

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

C.5. Invoice Requirements. The Operating Agency shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:

City of Kingsport
Office of Housing and Community Development
415 Broad Street, Kingsport, Tennessee 37660
Attention: Jessica McMurray

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Operating Agency shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.

a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Operating Agency shall refund the difference to the City. The Operating Agency shall submit said refund with the final grant disbursement reconciliation report.

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

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

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

C.8. Indirect Cost. Should the Operating Agency request reimbursement for indirect costs, the Operating Agency must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Operating Agency will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Operating Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Operating Agency agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Operating Agency.

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

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

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

C.12. City's Right to Set Off. The City reserves the right to deduct from amounts that are or shall become due and payable to the Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency has a right to receive payment from the City.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Kingsport and Tennessee laws and regulations.

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

D.4. Termination for Cause. If the Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency violates any terms of this Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Operating Agency shall not be relieved of liability to the City

for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.

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

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

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Operating Agency is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development.

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

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

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

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

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

The City:

Michael Price

City of Kingsport Office of Housing and Community Development

415 Broad Street, Kingsport, Tennessee 37660

Telephone 423-224-2877

Email michaelprice@kingsporttn.gov

The Operating Agency:

[AGENCY NAME]

[AGENCY ADDRESS]

Kingsport, TN 37663

Telephone _____

Email _____

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise

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

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

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

a. The Operating Agency warrants to the City that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

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

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

d. The Operating Agency will indemnify the City and hold it harmless for any violation by the Operating Agency or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the City because of the violation.

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

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

The sign shall be on the form prescribed by the City. The City shall obtain copies of the sign from HUD, and upon request from the Operating Agency, provide Operating Agency with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Operating Agency in relation to this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Operating Agency in relation to this Grant Contract shall be approved by the City.

D.14. Licensure. The Operating Agency and its employees and all sub-Operating Agencies shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the

Operating Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

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

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

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

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

D.16. Monitoring. The Operating Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

D.17. Progress Reports. The Operating Agency shall submit brief, periodic, progress reports to the City as requested.

D.18. Reports. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency shall submit, within one (1) month of the conclusion of the Term, a CDBG annual report to the City.

D.19. Audit Reports. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Operating Agency may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

The audit contract between the Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Operating Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Operating

Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

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

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

The Operating Agency, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Operating Agency's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. City Liability. The City shall have no liability except as specifically provided in this Grant Contract.

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

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

D.26. Reserved.

D.27. City Interest in Equipment or Motor Vehicles. The Operating Agency shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this

Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this program's prior year Grant contracts between the City, and the Operating Agency.

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

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

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;

- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Operating Agency's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Operating Agency no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.
- k. The Operating Agency shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences. The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.
- l. The Operating Agency shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Operating Agency shall notify the City, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Operating Agency shall be responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.
- m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Operating Agency shall request written approval from the City for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner

as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. City, State and Federal Compliance. The Operating Agency shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Operating Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Operating Agency acknowledges and agrees that any rights or claims against the City of Kingsport or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

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

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall control.

E.2. Debarment and Suspension. The Operating Agency certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

The Operating Agency shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Work Papers Subject to Review. The Operating Agency shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Children's Act for Clean Indoor Air of 1995", Tenn. Code Ann. §§ 39-17-1601 through 1606, the Operating Agency shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Operating Agency shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be a part of any subcontract related to this Grant Contract.

E.5. Hold Harmless. To the extent permitted by State law, the Operating Agency agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm,

corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Operating Agency, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Operating Agency further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

E.6. Federal Funding Accountability and Transparency Act ("FFATA"). This Grant requires the Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency's Executives.

(1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency's preceding completed fiscal year, if in the Operating Agency's preceding fiscal year it received:

i. 80 percent or more of the Operating Agency's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and

ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315. "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Operating Agency's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings or deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites of property) for the executive exceeds \$10,000.

b. The Operating Agency must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.

c. If this Grant Contract is amended to extend the Term, the Operating Agency must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Operating Agency will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Operating Agency's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be obligated to pay any outstanding invoice received from the Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.

E.7. Training. The Operating Agency agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.

E.8. CDBG Program Requirements. Under this Grant Contract, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Operating Agency agrees and certifies to comply with all applicable HUD requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:

a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.

b. The Operating Agency will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:

1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
2. 24 CFR 570 Subpart A, General Provisions;
3. 24 CFR 570 Subpart C, Eligible Activities;
4. 24 CFR 570 Subpart J, Grant Administration;
5. 24 CFR 570 Subpart K, Other Program Requirements;
6. 24 CFR 570 Subpart O, Performance Reviews;
7. Title VI and Executive Order 13166 Affirmative Outreach

c. If the Operating Agency is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.

d. The Operating Agency will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.

e. The Operating Agency will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.

f. The Operating Agency will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.

g. The Operating Agency will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.

h. The Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.

i. The Operating Agency will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.

E.9. Drug Free Workplace. The Operating Agency will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the action that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Operating Agency's policy of maintaining a drug-free workplace;
3. Any drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);

d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).

E.10. Corrective Action. If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

[Acknowledgements and Attachments Omitted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**Supplemental Information:
CDBG Subrecipient Grants**

The Community Development Advisory committee is recommending the BMA fund CDBG applicants for the 2023-2024 Program Year.

CDBG annual public service allocations cap at 15% of the total CDBG funds allocated by HUD. For program year 2023-2024 the City received \$434,064.00 of that, we allocated \$65,109.60 to public services.

- **\$25,000** – United Way, the city has agreed to fund a portion of the homeless liaison position for 3-5 years, this is year 5.
- **\$40,109.60** –CD staff utilized a competitive funding round with scoring criteria to score the recommended organizations:
 - South Central Kingsport Community Development Inc. **\$4,345.00**
IGNITE Pathway to Career Exploration and Learning to high school juniors/seniors with career and employment possibilities.
 - Keep Kingsport Beautiful **\$2,664.00**
Funding for their Dumpster Roll-Off Program.
 - Holston Terrace, Inc. **\$7,400.00**
Funding for their on-site Holston Terrace Food Bank “El Colmandito de Mami”
 - Second Harvest **\$10,000.00**
Food Backpack Program for low-income children in KCS

A total of **\$24,409.00** was appointed to the aforementioned sub-recipients, pending BMA approval. The remaining **\$15,700.00** will be awarded at a later date.

\$90,000 – Funding for critical emergency home repairs made available through a competitive funding round with scoring criteria to score the recommended organizations:

- Appalachian Service Project - \$15,000
Critical home repairs for 1-3 low income households in the Kingsport area.
- Holston Habitat for Humanity - \$75,000
Critical home repairs on 5-7 low income households in the Kingsport area.

CD Staff advertised a notice of available funding on **April 28, 2023** in the Kingsport Times News and sent the notice via email to approx. 100 organizations via the united way email list. Staff hosted an application workshop on **May 12, 2023**. The application deadline was June 8. Applicants could access the 2023-2024 CDBG Application Workshop PowerPoint Slides, the CDBG Subrecipient Evaluation Criteria, the CDBG 2023-2024 Application, the 2023-2024

Funding Notice, a resource-Playing By the Rules: A Guide for Sub-recipients and program income guidelines on the city's Community Development Website in May.

CDAC members scored each applicant in the following areas:

Alignment with the Consolidated Plan

Public Benefit

Organizational Capacity

Collaboration & Leverage

Clarity and Completion

Financial Feasibility

Discretionary Assessment

Reasons an organization may not be funded:

Incomplete application

Appeared to duplicate of services

Did not submit all required documentation as outlined on the checklist

Application lacked detail and clarity



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute CDBG CARES Act Sub-recipient Agreements

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

Action Form No.: AF-218-2023
Work Session: July 17, 2023
First Reading: n/a
Final Adoption: July 18, 2023
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:

Approve the Resolution

Executive Summary:

At its business meeting on March 2, 2021, the Board of Mayor and Aldermen approved the final amendment to the 2019 Annual Action Plan for the Community Development Program to allocate CDBG CARES funds in the amount of \$656,854. The plan included a portion of CDBG CARES funding to be allocated through subrecipient agreements to various agencies. To date, \$25,935.55 remains unallocated. The Community Development Office issued a notice for agencies to submit funding requests for this remaining balance. At their regular June meeting, the Community Development Advisory Committee recommended awarding the remaining balance of the CDBG CARES dollars as follows:

- GKAD (\$10,100) to keep one unit of transitional housing at Green Valley open and available for use by persons referred by the Homeless Outreach Worker
- Second Harvest Food Bank (\$12,335.55) for the Kingsport Hunger Relief Project
- The Oasis (\$3,500.00) to expand their Women’s Services

The subrecipient agreements are for a period starting July 1, 2023 and ending on June 30, 2024.

Attachments:

1. Resolution
2. Subrecipient Agreements

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

Item X121.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE PARTNER AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS WHICH ALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDING IN FISCAL YEAR 2023-2024

WHEREAS, on March 2, 2021, the board approved the final amendment to the 2019 Annual Action Plan for the Community Development Program which included CDBG CARES funding to be allocated through partner agreements; and

WHEREAS, the Community Development Advisory Committee has identified certain agencies which it recommends entering into partner agreements with which will allocate and specify the use of the CDBG CARES funds; and

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2023-2024 benefiting the general welfare of city residents with The Greater Kingsport Alliance for Development (\$10,100.00), Second Harvest Food Bank of Northeast Tennessee (\$12,335.55), and The Oasis (\$3,500.00).

Now therefore,

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

SECTION I. That the agreements with The Greater Kingsport Alliance for Development, Second Harvest Food Bank of Northeast Tennessee, and The Oasis are 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, partnership agreements with those agencies specified hereinabove as well as all other documents necessary and proper to effectuate the purpose of the agreements or this resolution.

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

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

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

ADOPTED this the 18th day of July 2023.

PATRICK W. SHULL, MAYOR

Item X121.

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CDBG CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is made this **18th day of July, 2023** by and between the **CITY OF KINGSPORT, TENNESSEE**, an incorporated municipality, hereinafter referred to as the “City,” and **The Oasis of Kingsport** a 501 (c) (3) nonprofit organization with a principal place of business at **1102 Mill Street Kingsport, TN**, hereinafter referred to as the “Recipient.”

WITNESSETH:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27th, 2020 in order to provide relief for Americans suffering the public health and economic impacts of COVID-19; and

WHEREAS, the CARES Act provides for Five Billion Dollars to be provided to the Department of Housing and Urban Development to be used in the Community Development Block Grant Program; and

WHEREAS, a portion of this funding must be allocated to entitlement communities, including the City of Kingsport, in order to assist those communities in preventing, preparing for, and responding to the Coronavirus; and

WHEREAS, as a result of the CARES Act, the City of Kingsport has been provided with Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of \$656,854, which the City has determined to allocate to community organizations that can assist the community in preventing, preparing for, and responding to the Coronavirus; and

WHEREAS, the Recipient has identified a project intended to prevent, prepare for, and respond to the Coronavirus pandemic, which is further described herein; and

WHEREAS, the Recipient has the necessary mechanisms, expertise and capabilities to accomplish its proposed project; and

WHEREAS, the City wishes to provide a portion of the CDBG-CV funding to the Recipient in order to fund the Project (the “Grant”).

NOW THEREFORE, the City and the Recipient, for the mutual consideration stated herein, agree as follows:

1. SCOPE OF SERVICE:

- 1.1. Description of Project. The Recipient agrees to undertake the Project described on Exhibit A hereto (the “Project”).

- 1.1.1. Performance Measurements. In accordance with the U. S. Department of Housing & Urban Development’s Community Planning and Development Performance Measure System, the Recipient will provide data to capture and report program accomplishments. This Project relates to the Performance Measurement System as described on Exhibit A hereto.
 - 1.2. Projected Budget for the Project. The budget for the Project is shown on the attached Exhibit B (the “Budget”). The Budget shows both Project Costs and the anticipated funds that will be used to pay those Costs, including the source of those funds. Recipient will promptly provide an updated Budget if the Budget changes.
 - 1.3. Duplication of Benefits. Duplication of Benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. The CARES Act prohibits Duplication of Benefits. The City is required as a condition of receiving CARES Act funding to have procedures in place to prevent the Duplication of Benefits when it provides financial assistance with CDBG-CV funds. Therefore, as a condition of receiving the Grant, Recipient agrees as follows:
 - 1.3.1. The Grant may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost. Private, unsubsidized loans are not considered a duplicate source of financial assistance.
 - 1.3.2. Recipient will institute financial controls sufficient to match the funds used to pay for the Project with eligible costs of the Project, in order to avoid Duplication of Benefits.
 - 1.3.3. Recipient will repay the Grant with non-federal funds if the Grant is used, in whole or in part, to pay for a cost that has already been paid for, or will be paid for, by another federal program, insurance, or other sources.
 - 1.4. Final Results. The Recipient, through organizing, planning and project development, will (1) implement the Project, and (2) submit a report of the Project aspects accomplished to the City prior to payment on the contract.
 - 1.5. Performance Monitoring. The City's Community Development Staff will monitor the performance of the Recipient against the goals and performance standards required by this agreement. Substandard performance, as determined by the City, will constitute noncompliance with this Agreement. If the Recipient does not take action to correct such substandard performance within the time period specified in the City's notice, the City may initiate contract suspension and termination procedures.
2. TERM AND TERMINATION.

- 2.1. Term. This Agreement allows reimbursement of costs incurred between **July 1, 2023** and **June 30, 2024**, unless extended in writing by the City. The Agreement shall expire, unless earlier terminated pursuant to the provisions of the Agreement, on the day after the last reimbursement owing to Recipient has been made by City. However, in no event shall the term of this Agreement extend beyond the date which is one year from the date of execution.
- 2.2. Termination. Either party may terminate this Agreement, with or without cause, or for no cause at all, by giving at least thirty (30) days' prior written notice of the date of termination. The City may suspend or terminate this Agreement, in whole or in part, at any time, if the Recipient materially fails to comply with any term of this Agreement after having been provided written notice from the City of noncompliance and a reasonable time to cure said noncompliance, or with any of the rules, regulations or provisions referred to herein. Furthermore, the City may declare the Recipient ineligible for any further participation in CDBG funded programs if Recipient does not comply with all applicable rules or regulations. The City may withhold contract funds until the City finds the Recipient to be in compliance, or until the Recipient is otherwise adjudicated to be in compliance.

3. PAYMENT OF GRANT.

- 3.1. Grant Amount and Source. The Grant amount shall not exceed the amount shown on Exhibit A, and shall be payable solely from the CDBG-CV funds referenced above. If the City does not receive the amount of CDBG-CV funds that it expects, then the amount awarded to Recipient shall be reduced in proportion to the amount of funds actually received. The City shall have no obligation to fund the Grant from any other source, including general funds, reserves, or property tax revenue.
- 3.2. Support for Reimbursement Requests. The Recipient will file all requests for reimbursement with the City for any costs incurred pursuant to this Agreement. The Recipient will submit each request for reimbursement with a cover letter. Each request for reimbursement must be itemized by Budget line item and must show (i) the amount of each line item spent during the term of the invoice, (ii) the amount of each line item spent to date, and (iii) the total amount charged to the City. Unless other arrangements are made with and approved by the City, each request for reimbursement will have attached any receipts, invoices, time sheets, and other supporting documentation of the actual costs that have been incurred. Support documents will be kept at the offices of the Recipient; said support documents will include invoices and payments for project expenditures, canceled checks, payroll registers supporting personnel expenses, and claims for travel expenses.
- 3.3. Disbursement of Funds. Unless an alternative payment plan is otherwise approved by the City, the City will disburse the funds pursuant to this Agreement in no more than monthly payments (as invoiced). Payment will only be released after the Recipient has fulfilled all the requirements for reimbursement as stated in this Agreement. Prior to

making any reimbursement, the City reserves the right and Recipient hereby consents and will fully cooperate with City's request to:

- 3.3.1. make an on-site inspection of the Recipient's premises,
- 3.3.2. request further documentation or clarification regarding the eligibility of expenses for which payment is requested, and
- 3.3.3. review any relevant materials regarding the Recipient's productivity under this Agreement before the disbursement of any funds. Under no circumstances will funds be released for ineligible or unreasonable expenses.

3.4. Program Income and Reversion of Assets. Any program income generated by the Project as defined in 24 CFR part 570.500 (a) will be substantially disbursed for activities covered by this Agreement. Any program income on hand when this Agreement expires or is terminated and any program income received after such expiration or termination will be returned to the City, unless otherwise permitted by applicable regulations. At the expiration of the term or termination of the Agreement, any unearned or unused government funds held by Recipient, together with any account receivables attributable to such funds, will revert to and become property of the City.

3.5. Indirect Cost. If indirect costs are charged, the Recipient must develop an indirect cost allocation plan for determining the appropriate share of administrative costs. The Recipient must submit such plan to the City for approval. Said plan must be consistent with principles outlined in OMB Circular A-122.

4. ACCOUNTING SYSTEM, RECORDKEEPING AND REPORTING.

4.1. Financial Management Standards. The Recipient will establish and maintain fiscal control of an accounting system to meet the following criteria:

- 4.1.1. Records must provide information needed to adequately identify the receipt and the expenditure of funds pursuant to this Agreement and in accordance with OMB Circular A-110;
- 4.1.2. Entries in accounting records must refer to the documentation which supports the entry;
- 4.1.3. Records must provide accurate, current and complete financial reporting information;
- 4.1.4. A fund accounting system will be implemented to track expenses in accordance with generally accepted accounting principles for nonprofit organizations;
- 4.1.5. Records must be integrated with an adequate system of internal controls to safeguard the funds and assets provided by this Agreement; and

- 4.1.6. Support documents must be maintained so as to be easily accessible to a representative of the City.
- 4.2. Records to be maintained. The Recipient will maintain all records required by Federal regulations specified in 24 CFR Part 570.506 and pertinent to the Project funded under this Agreement. Such records will include, but will not be limited to:
- 4.2.1. Records providing a full description of each activity undertaken;
 - 4.2.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 4.2.3. Records determining the eligibility of activities;
 - 4.2.4. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - 4.2.5. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
 - 4.2.6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
 - 4.2.7. Other records necessary to document compliance with subpart K of 24 CFR, Part 570.
- 4.3. Client data. When applicable to the Project, the Recipient will maintain client data that demonstrates eligibility for the services provided. Such data will include, but will not be limited to, client name **OR** client identification number, address (zip code only may be provided if the recipient is providing services restricted by State and/or Federal Confidentiality laws), income level or other basis for determining eligibility, family size, race, sex of household head, disability status, age, and description of the service provided; said information must be made available to the City or its designees for review. Personal information such as Date of Birth and Social Security Number need not be provided nor will it be requested by the City.
- 4.4. Reporting. The Recipient will provide the City with detailed reports of activities undertaken pursuant to this Agreement, including but not limited to:
- 4.4.1. Recipient Progress Report. The Recipient must submit a written narrative "Recipient Progress Report." Said Report must: (1) be submitted at least once per quarter regardless of invoice schedule; (2) detail the Recipient's progress in performing the Project; (3) include a listing of results/products for the period covered; and (4) annually or upon request, include a summary of the demographic characteristics of the clients served.

- 4.4.2. Time Sheets. The Recipient will keep and maintain time sheets that accurately reflect the specific amount of hours expended by all personnel on the Project and identified by activity. The Recipient must submit copies of time sheets with claims for payment.
- 4.5. Procurement. The Recipient will:
- 4.5.1. Administer its program in conformance with OMB Circular A-122, "Cost Principles for Nonprofit Organizations," for all costs incurred whether charged on a direct or indirect basis ;
- 4.5.2. To the extent practicable in light of the urgency of the Project in addressing COVID-19, procure materials in accordance with the requirements of OMB Circular A-110, Attachment O, "Procurement Standards," and will subsequently follow Attachment N, "Property Management Standards," covering utilization and disposal of property; and
- 4.5.3. Obtain prior written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
- 4.6. Audit. The City shall have the right to perform, or cause its designees to perform, an audit of Recipients records as they relate to the Project. Recipient hereby consents to and will fully cooperate with any audit required under this part.
- 4.7. Access to records. The City, the Federal grantor agency and the Comptroller General of the United States (or any authorized representatives of these agencies) will have access to any books, documents, papers, and records of the Recipient which are directly pertinent to the Program and this Agreement; said access is for the purpose of making audits, examinations, excerpts, and transcriptions.
- 4.8. Retention of Records. To document Compliance with this Agreement, the Recipient must maintain its records for a three-year period. The three-year period will begin on the date of submission of the final report under this Agreement, as defined in 24 CFR 570.502 (b)(3).
5. Insurance. At no additional cost to the City, the Recipient will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement.
- 5.1. Commercial General Liability Insurance. The Recipient will maintain occurrence version commercial general liability insurance or equivalent with a limit of not less than the minimum coverages required by Tennessee Code Annotated 29-20-403. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. Such insurance will:

5.1.1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds on a primary and non-contributory basis for the full limits of the policy with respect to liability arising out activities performed by or on behalf of the Recipient including materials, parts or equipment furnished in connection with such activities. The coverage will contain no special limitations on the scope of protection afforded to the above-listed insureds. Liability coverage can be provided in the form of an endorsement to the Recipient's insurance or as a separate owner's policy; and

5.1.2. For any claims related to this Agreement, be primary insurance as respects the City, its officials, officers, employees and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees and volunteers will be excess of the Recipient's insurance and will not contribute with it.

5.2. Business Automobile Liability Insurance. The Recipient will maintain business automobile liability insurance or equivalent form with a limit of not less than the minimum amount required by Tennessee Code Annotated, 29-20-403. Such insurance will include coverage for "any auto." Such insurance will contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds on a primary and non-contributory basis for the full limits of the policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Recipient, using funds provided under this Agreement.

5.3. Workers' Compensation Insurance. The Recipient will maintain workers' compensation insurance with statutory limits as required by the State of Tennessee (or the state in which Recipient is located, if not Tennessee), or if applicable, the U.S. Longshoremen's and Harbor Workers' Compensation Acts, or other laws as required by labor union agreements; and employers' liability insurance with limits of not less than One Hundred Thousand (\$100,000.00). The Recipient will require each of its subcontractors to provide workers' compensation for all of the latter's employees to be engaged in such work, unless such employees are covered by the Recipient's workers' compensation insurance coverage.

5.4. Other Insurance Requirements. The Recipient will:

5.4.1. Prior to commencement of services, furnish the City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Article, and provide that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the Community Development Staff of Kingsport, Tennessee.

5.4.2. If requested by the City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;

- 5.4.3. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;
 - 5.4.4. Maintain such insurance from the time services commence until services are satisfactorily completed, and note that failure to maintain or renew coverage or to provide evidence of renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract;
 - 5.4.5. Place such insurance in a self-insurance pool or with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than A:V; and
 - 5.4.6. Require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by the Recipient's insurance) in the same manner as specified for the Recipient, and furnish subcontractors' certificates of insurance to City immediately upon request.
- 5.5. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. In the event that the Recipient's declared deductibles or self-insured retentions are not acceptable to the City, the Recipient will either (i) negotiate terms with its insurer that meet the City's requirements, or (ii) provide a financial guarantee satisfactory to the City, which financial guarantee shall guarantee payment of losses and related investigation, claims administration and defense expenses.
6. HOLD HARMLESS AND INDEMNIFICATION. The Recipient expressly agrees that it will defend, indemnify and hold the City, its public officials, employees, and agents harmless from and against all losses, damages, suits and claims for damages to property and injuries to persons which may result from any act or omission to act on the part of the Recipient, its employees, agents, servants, subcontractors, or by anyone for whose acts the Recipient may be liable, while rendering services or performing duties pursuant to this Agreement.
7. NONDISCRIMINATION. The Recipient hereby agrees that it:
- 7.1. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
 - 7.2. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability or familial status or national origin;
 - 7.3. Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin;

- 7.4. Will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement (as used in this Agreement, the term "minority and women-owned business" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women, and for the purpose of this definition, "minority" refers to persons who are African-Americans, Spanish-speaking, Spanish surname or Spanish-heritage Americans, Asian-Americans, and American Indians);
- 7.5. Will adhere to Section 504 of the Rehabilitation Act of 1973 which states that no otherwise qualified individual with disabilities will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;
- 7.6. Will have facilities accessible to persons with disabilities. Also, places where programs or services are held outside the offices of the Recipient must be accessible to persons with disabilities. These facilities include but are not limited to ramps, parking facilities, water fountains, entryways, rest room facilities, and elevators when necessary. If it is not possible for these physical changes to be made, the Recipient will have an alternative plan to serve persons with disabilities; and
- 7.7. Will include the foregoing provisions in every subcontract or sublease let by or for it.
8. MISCELLANEOUS PROVISIONS.
- 8.1. Independent Contractor. The Recipient will render all services as an independent contractor; it will not be considered an employee of the City, nor will it or its agents or employees be entitled to any benefits, insurance, pension or workers' compensation as an employee of the City.
- 8.2. Assignment. The Recipient will not assign nor transfer any interest in, or duties or responsibilities created by, this Agreement without obtaining the prior written approval of the City.
- 8.3. Written Amendments. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- 8.4. Required Approvals. Neither the Recipient nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- 8.5. Counterparts. This Agreement may be executed in one or more counterparts by City and Recipient. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

- 8.6. Notices. Communication and details concerning this Agreement will be directed to the City at the address below, and to the Recipient at the address shown on Exhibit A.

The City of Kingsport, TN.

Michael Price
Community Development Planner
415 Broad Street
Kingsport, Tennessee 37660
(423) 224-2877

- 8.7. Headings. The headings appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 8.8. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 8.9. Federal, State and Local Requirements. The Recipient is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations. In particular, the Recipient agrees to comply with the applicable federal, state and city requirements referenced below and made a part hereof as if set forth verbatim:
- 8.9.1. The Charter and Municipal Code of the City of Kingsport, Tennessee.
- 8.9.2. OMB Circular A-122, "Cost Principles for Nonprofit Organizations."
- 8.9.3. OMB Circular 110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," including any applicable attachments thereto.
- 8.9.4. OMB Circular a-133, "Audit of Institutions of Higher Learning and other Nonprofit Institutions."
- 8.9.5. All federal laws and regulations described in 24 CFR Part 570; however, the Recipient will not assume (i) the City's environmental responsibilities as described in 24 CFR 570.604, or (ii) the City's responsibility for initiating the review process under Executive Order 12372.
- 8.9.6. Hatch Act. The Recipient agrees that no funds or personnel employed under this Agreement will, in any way or to any extent, be engaged in any political conduct or activities in violation of 5 U.S.C. 1501 et seq, commonly referred to as the "Hatch

Act” or Tenn. Code Ann. § 2-19-201 et seq, commonly referred to as the “Little Hatch Act”.

- 8.10. Equal Protection of Faith-Based Organizations. In accordance with 24 CFR 570.200 (J), if Recipient is a faith-based organization, the Recipient agrees that no funds provided under this Agreement will be utilized to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) or any other manner prohibited by law.
- 8.11. Grantor Recognition. The Recipient ensures the recognition of the City's and HUD's roles in providing services under this Agreement. The Recipient will prominently label the funding source for all activities, facilities, and items utilized pursuant to this Agreement. In addition, The Recipient will include a reference to the support provided pursuant to this Agreement in all publications that have been made possible through the use of the funding provided for in this Agreement.
- 8.12. Governing Law. This Agreement will be governed and constructed in accordance with the laws of the State of Tennessee.
- 8.13. Jurisdiction and Venue. In the event any dispute should arise between the parties concerning any aspect of this Agreement the parties hereby consent to the Jurisdiction and Venue of the state courts in Kingsport, Tennessee or the United States District Court for the Eastern District of Tennessee, Northeastern Division. Furthermore, the parties waive their right to a trial by jury.
- 8.14. Entire Agreement. This Agreement, together with all other documents enumerated herein and made a part hereof as if set forth herein verbatim, embodies the entire Agreement between the parties. There are no prior representation, terms, conditions, promises, agreements, oral or otherwise, between the parties other than those contained herein.
- 8.15. Interpretation. If any inconsistencies exist among the contract documents, the following rule of construction will apply: the terms, conditions, provisions, responsibilities, obligations and promises set out in this Agreement will control, except that the Program regulations as stated in 24 CFR Part 570 will control this Agreement in instances where the terms, conditions, provisions, responsibilities, obligations, and promises of this Agreement are in conflict with 24 CFR Part 570. . This Agreement shall not be construed for or against any party because that party or that party’s legal representative drafted any of its provisions. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement.

CITY OF KINGSPORT, TENNESSEE

Patrick M. Shull, Mayor

Date

ATTEST:

Angie Marshall, City Clerk

Date

APPROVED AS TO FORM:

Rodney B. Rowlett III, City Attorney

Date

The Oasis of Kingsport

Martha Pendley, Co-President

Date

EXHIBIT A

PROJECT AND RECIPIENT INFORMATION

RECIPIENT NAME: The Oasis of Kingsport

RECIPIENT ADDRESS FOR NOTICE PURPOSES:

1102 Mill St. Kingsport, TN 37660

DESCRIPTION OF PROJECT(S):

The City of Kingsport will allocate **\$3,500.00** of CDBG-CV funding to fund expanded women's services in response to Covid-19. These services are open to all women, homeless, low to moderate income and abused women. The sub-recipient will use funds for Activity Delivery Costs (ADCs). ADC are allowable costs incurred for implementing and carrying out eligible CDBG activities. The ADC covers the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. Services will include counseling, housing counseling, showers and laundry services.

PROGRAM OBJECTIVES RELATED TO HUD'S PERFORMANCE MEASUREMENT SYSTEM:

National Objective – Low/Mod Limited Clientele National Objective, 570.208(a)(2); HUD Matrix Code 05Z Other Public Services.

GRANT AMOUNT(S):

The City of Kingsport, TN has earmarked \$3,500.00 of CDBG-CV funding to go to **The Oasis of Kingsport** for use during the COVID-19 Response.

**EXHIBIT B
PROJECT BUDGET**

Project Line Item*	Estimated Cost
PPE	\$250.00
Cleaning Supplies	\$1,000.00
Shower/Personal Supplies	\$500.00
Snack bags for homeless	\$1,000.00
Bus Tickets	\$500.00
<i>Laundry Cards</i>	\$500.00
Utilities for Services	\$1,250.00
TOTAL	\$5000.00

* Show the costs that will make up the total cost of the Project, not just the cost that will be reimbursed from CDBG-CV funds. (Examples of Budget Items include staff time, costs of supplies, and administrative time.)

* Indirect Cost are not allowed

Sources of Funds**	Amount of Funds
CDBG-CV Funds – Kingsport, TN	\$3,500.00
Other Agency Funds	\$1,500.00
TOTAL	\$5,000.00

** Include all fund sources that will be used to pay costs of the Project. Examples include CDBG-CV funds, other federal, state and local assistance or grants, private donations, in-kind donations, program income, etc.

EXHIBIT C

**CDBG-CV Program
IMPLEMENTATION PLAN FOR CDBG PROJECTS**

OPERATING AGENCY: The Oasis of Kingsport

I. The time table for completing the activities for the project shall be:

- | | | |
|----|--|---------------|
| 1. | Determination of status for Environmental Review | July 01, 2023 |
| 2. | Release of Funds | July 01, 2023 |
| 3. | Begin providing services | July 01, 2023 |
| 4. | Contract complete | June 30, 2024 |

EXHIBIT D

Federal Award Identification Worksheet

Operating Agency's name (must match registered name in DUNS)	The Oasis of Kingsport
Operating Agency's UEI Number	
Federal Tax ID Number	47-1179873
Federal award date	July 7, 2020
CFDA number and name	14.218 Community Development Grant Program
Grant contract's begin date	July 01, 2023
Grant contract's end date	June 30, 2024
Amount of federal funds obligated by this grant contract	\$3,500.00
Total amount of federal funds obligated to the Operating Agency	\$3,500.00
Total amount of the federal award to the City of Kingsport	\$656,854
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson, Director Community Planning and Development U.S. Department of Housing and Urban Development Knoxville Field Office 710 Locust Street, Third Floor Knoxville, TN 37902-2526
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Operating Agency's cognizant agency

EXHIBIT E

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Operating Agency should submit only one, completed "Notice of Audit Report" document to the City during the Operating Agency's fiscal year.**

_____ is subject to an audit for fiscal year 2023.

_____ is not subject to an audit for fiscal year 2023.

Any Operating Agency that is subject to an audit must complete the information below.

Operating Agency's Edison Vendor ID Number: _____

Type of funds expended	Estimated amount of funds expended by end of Operating Agency's fiscal year
Federal pass-through funds	
a. Funds passed through the City of Kingsport	a. \$3,500.00
b. Funds passed through any other entity	b. \$0
Funds received directly from the federal government	\$
Non-federal funds received directly from the City of Kingsport	\$

Auditor's Name: _____

Auditor's address: _____

Auditor's phone number: _____

Auditor's email: _____

EXHIBIT F

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Operating Agency should submit only one, completed "Parent Child Information" document to the City during the Operating Agency's fiscal year if the Operating Agency indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Operating Agency's Edison Vendor ID number: _____

Is _____ a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is _____ a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

CDBG CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is made this **18th day of July, 2023** by and between the **CITY OF KINGSPORT, TENNESSEE**, an incorporated municipality, hereinafter referred to as the “City,” and **Second Harvest Food Bank of Northeast Tennessee** a 501 (c) (3) nonprofit organization with a principal place of business at **1020 Jericho Drive Kingsport, TN 37663**, hereinafter referred to as the “Recipient.”

WITNESSETH:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27th, 2020 in order to provide relief for Americans suffering the public health and economic impacts of COVID-19; and

WHEREAS, the CARES Act provides for Five Billion Dollars to be provided to the Department of Housing and Urban Development to be used in the Community Development Block Grant Program; and

WHEREAS, a portion of this funding must be allocated to entitlement communities, including the City of Kingsport, in order to assist those communities in preventing, preparing for, and responding to the Coronavirus; and

WHEREAS, as a result of the CARES Act, the City of Kingsport has been provided with Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of \$656,854, which the City has determined to allocate to community organizations that can assist the community in preventing, preparing for, and responding to the Coronavirus; and

WHEREAS, the Recipient has identified a project intended to prevent, prepare for, and respond to the Coronavirus pandemic, which is further described herein; and

WHEREAS, the Recipient has the necessary mechanisms, expertise and capabilities to accomplish its proposed project; and

WHEREAS, the City wishes to provide a portion of the CDBG-CV funding to the Recipient in order to fund the Project (the “Grant”).

NOW THEREFORE, the City and the Recipient, for the mutual consideration stated herein, agree as follows:

1. SCOPE OF SERVICE:

- 1.1. Description of Project. The Recipient agrees to undertake the Project described on Exhibit A hereto (the “Project”).

- 1.1.1. Performance Measurements. In accordance with the U. S. Department of Housing & Urban Development’s Community Planning and Development Performance Measure System, the Recipient will provide data to capture and report program accomplishments. This Project relates to the Performance Measurement System as described on Exhibit A hereto.
 - 1.2. Projected Budget for the Project. The budget for the Project is shown on the attached Exhibit B (the “Budget”). The Budget shows both Project Costs and the anticipated funds that will be used to pay those Costs, including the source of those funds. Recipient will promptly provide an updated Budget if the Budget changes.
 - 1.3. Duplication of Benefits. Duplication of Benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. The CARES Act prohibits Duplication of Benefits. The City is required as a condition of receiving CARES Act funding to have procedures in place to prevent the Duplication of Benefits when it provides financial assistance with CDBG-CV funds. Therefore, as a condition of receiving the Grant, Recipient agrees as follows:
 - 1.3.1. The Grant may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost. Private, unsubsidized loans are not considered a duplicate source of financial assistance.
 - 1.3.2. Recipient will institute financial controls sufficient to match the funds used to pay for the Project with eligible costs of the Project, in order to avoid Duplication of Benefits.
 - 1.3.3. Recipient will repay the Grant with non-federal funds if the Grant is used, in whole or in part, to pay for a cost that has already been paid for, or will be paid for, by another federal program, insurance, or other sources.
 - 1.4. Final Results. The Recipient, through organizing, planning and project development, will (1) implement the Project, and (2) submit a report of the Project aspects accomplished to the City prior to payment on the contract.
 - 1.5. Performance Monitoring. The City's Community Development Staff will monitor the performance of the Recipient against the goals and performance standards required by this agreement. Substandard performance, as determined by the City, will constitute noncompliance with this Agreement. If the Recipient does not take action to correct such substandard performance within the time period specified in the City's notice, the City may initiate contract suspension and termination procedures.
2. TERM AND TERMINATION.

- 2.1. Term. This Agreement allows reimbursement of costs incurred between **July 1, 2023** and **June 30, 2024**, unless extended in writing by the City. The Agreement shall expire, unless earlier terminated pursuant to the provisions of the Agreement, on the day after the last reimbursement owing to Recipient has been made by City. However, in no event shall the term of this Agreement extend beyond the date which is one year from the date of execution.
- 2.2. Termination. Either party may terminate this Agreement, with or without cause, or for no cause at all, by giving at least thirty (30) days' prior written notice of the date of termination. The City may suspend or terminate this Agreement, in whole or in part, at any time, if the Recipient materially fails to comply with any term of this Agreement after having been provided written notice from the City of noncompliance and a reasonable time to cure said noncompliance, or with any of the rules, regulations or provisions referred to herein. Furthermore, the City may declare the Recipient ineligible for any further participation in CDBG funded programs if Recipient does not comply with all applicable rules or regulations. The City may withhold contract funds until the City finds the Recipient to be in compliance, or until the Recipient is otherwise adjudicated to be in compliance.

3. PAYMENT OF GRANT.

- 3.1. Grant Amount and Source. The Grant amount shall not exceed the amount shown on Exhibit A, and shall be payable solely from the CDBG-CV funds referenced above. If the City does not receive the amount of CDBG-CV funds that it expects, then the amount awarded to Recipient shall be reduced in proportion to the amount of funds actually received. The City shall have no obligation to fund the Grant from any other source, including general funds, reserves, or property tax revenue.
- 3.2. Support for Reimbursement Requests. The Recipient will file all requests for reimbursement with the City for any costs incurred pursuant to this Agreement. The Recipient will submit each request for reimbursement with a cover letter. Each request for reimbursement must be itemized by Budget line item and must show (i) the amount of each line item spent during the term of the invoice, (ii) the amount of each line item spent to date, and (iii) the total amount charged to the City. Unless other arrangements are made with and approved by the City, each request for reimbursement will have attached any receipts, invoices, time sheets, and other supporting documentation of the actual costs that have been incurred. Support documents will be kept at the offices of the Recipient; said support documents will include invoices and payments for project expenditures, canceled checks, payroll registers supporting personnel expenses, and claims for travel expenses.
- 3.3. Disbursement of Funds. Unless an alternative payment plan is otherwise approved by the City, the City will disburse the funds pursuant to this Agreement in no more than monthly payments (as invoiced). Payment will only be released after the Recipient has fulfilled all the requirements for reimbursement as stated in this Agreement. Prior to

making any reimbursement, the City reserves the right and Recipient hereby consents and will fully cooperate with City's request to:

- 3.3.1. make an on-site inspection of the Recipient's premises,
- 3.3.2. request further documentation or clarification regarding the eligibility of expenses for which payment is requested, and
- 3.3.3. review any relevant materials regarding the Recipient's productivity under this Agreement before the disbursement of any funds. Under no circumstances will funds be released for ineligible or unreasonable expenses.

3.4. Program Income and Reversion of Assets. Any program income generated by the Project as defined in 24 CFR part 570.500 (a) will be substantially disbursed for activities covered by this Agreement. Any program income on hand when this Agreement expires or is terminated and any program income received after such expiration or termination will be returned to the City, unless otherwise permitted by applicable regulations. At the expiration of the term or termination of the Agreement, any unearned or unused government funds held by Recipient, together with any account receivables attributable to such funds, will revert to and become property of the City.

3.5. Indirect Cost. If indirect costs are charged, the Recipient must develop an indirect cost allocation plan for determining the appropriate share of administrative costs. The Recipient must submit such plan to the City for approval. Said plan must be consistent with principles outlined in OMB Circular A-122.

4. ACCOUNTING SYSTEM, RECORDKEEPING AND REPORTING.

4.1. Financial Management Standards. The Recipient will establish and maintain fiscal control of an accounting system to meet the following criteria:

- 4.1.1. Records must provide information needed to adequately identify the receipt and the expenditure of funds pursuant to this Agreement and in accordance with OMB Circular A-110;
- 4.1.2. Entries in accounting records must refer to the documentation which supports the entry;
- 4.1.3. Records must provide accurate, current and complete financial reporting information;
- 4.1.4. A fund accounting system will be implemented to track expenses in accordance with generally accepted accounting principles for nonprofit organizations;
- 4.1.5. Records must be integrated with an adequate system of internal controls to safeguard the funds and assets provided by this Agreement; and

- 4.1.6. Support documents must be maintained so as to be easily accessible to a representative of the City.
- 4.2. Records to be maintained. The Recipient will maintain all records required by Federal regulations specified in 24 CFR Part 570.506 and pertinent to the Project funded under this Agreement. Such records will include, but will not be limited to:
- 4.2.1. Records providing a full description of each activity undertaken;
 - 4.2.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 4.2.3. Records determining the eligibility of activities;
 - 4.2.4. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - 4.2.5. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
 - 4.2.6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
 - 4.2.7. Other records necessary to document compliance with subpart K of 24 CFR, Part 570.
- 4.3. Client data. When applicable to the Project, the Recipient will maintain client data that demonstrates eligibility for the services provided. Such data will include, but will not be limited to, client name **OR** client identification number, address (zip code only may be provided if the recipient is providing services restricted by State and/or Federal Confidentiality laws), income level or other basis for determining eligibility, family size, race, sex of household head, disability status, age, and description of the service provided; said information must be made available to the City or its designees for review. Personal information such as Date of Birth and Social Security Number need not be provided nor will it be requested by the City.
- 4.4. Reporting. The Recipient will provide the City with detailed reports of activities undertaken pursuant to this Agreement, including but not limited to:
- 4.4.1. Recipient Progress Report. The Recipient must submit a written narrative "Recipient Progress Report." Said Report must: (1) be submitted at least once per quarter regardless of invoice schedule; (2) detail the Recipient's progress in performing the Project; (3) include a listing of results/products for the period covered; and (4) annually or upon request, include a summary of the demographic characteristics of the clients served.

- 4.4.2. Time Sheets. The Recipient will keep and maintain time sheets that accurately reflect the specific amount of hours expended by all personnel on the Project and identified by activity. The Recipient must submit copies of time sheets with claims for payment.
- 4.5. Procurement. The Recipient will:
- 4.5.1. Administer its program in conformance with OMB Circular A-122, "Cost Principles for Nonprofit Organizations," for all costs incurred whether charged on a direct or indirect basis ;
- 4.5.2. To the extent practicable in light of the urgency of the Project in addressing COVID-19, procure materials in accordance with the requirements of OMB Circular A-110, Attachment O, "Procurement Standards," and will subsequently follow Attachment N, "Property Management Standards," covering utilization and disposal of property; and
- 4.5.3. Obtain prior written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
- 4.6. Audit. The City shall have the right to perform, or cause its designees to perform, an audit of Recipients records as they relate to the Project. Recipient hereby consents to and will fully cooperate with any audit required under this part.
- 4.7. Access to records. The City, the Federal grantor agency and the Comptroller General of the United States (or any authorized representatives of these agencies) will have access to any books, documents, papers, and records of the Recipient which are directly pertinent to the Program and this Agreement; said access is for the purpose of making audits, examinations, excerpts, and transcriptions.
- 4.8. Retention of Records. To document Compliance with this Agreement, the Recipient must maintain its records for a three-year period. The three-year period will begin on the date of submission of the final report under this Agreement, as defined in 24 CFR 570.502 (b)(3).
5. Insurance. At no additional cost to the City, the Recipient will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement.
- 5.1. Commercial General Liability Insurance. The Recipient will maintain occurrence version commercial general liability insurance or equivalent with a limit of not less than the minimum coverages required by Tennessee Code Annotated 29-20-403. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. Such insurance will:

5.1.1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds on a primary and non-contributory basis for the full limits of the policy with respect to liability arising out activities performed by or on behalf of the Recipient including materials, parts or equipment furnished in connection with such activities. The coverage will contain no special limitations on the scope of protection afforded to the above-listed insureds. Liability coverage can be provided in the form of an endorsement to the Recipient's insurance or as a separate owner's policy; and

5.1.2. For any claims related to this Agreement, be primary insurance as respects the City, its officials, officers, employees and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees and volunteers will be excess of the Recipient's insurance and will not contribute with it.

5.2. Business Automobile Liability Insurance. The Recipient will maintain business automobile liability insurance or equivalent form with a limit of not less than the minimum amount required by Tennessee Code Annotated, 29-20-403. Such insurance will include coverage for "any auto." Such insurance will contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds on a primary and non-contributory basis for the full limits of the policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Recipient, using funds provided under this Agreement.

5.3. Workers' Compensation Insurance. The Recipient will maintain workers' compensation insurance with statutory limits as required by the State of Tennessee (or the state in which Recipient is located, if not Tennessee), or if applicable, the U.S. Longshoremen's and Harbor Workers' Compensation Acts, or other laws as required by labor union agreements; and employers' liability insurance with limits of not less than One Hundred Thousand (\$100,000.00). The Recipient will require each of its subcontractors to provide workers' compensation for all of the latter's employees to be engaged in such work, unless such employees are covered by the Recipient's workers' compensation insurance coverage.

5.4. Other Insurance Requirements. The Recipient will:

5.4.1. Prior to commencement of services, furnish the City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Article, and provide that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the Community Development Staff of Kingsport, Tennessee.

5.4.2. If requested by the City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;

- 5.4.3. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;
 - 5.4.4. Maintain such insurance from the time services commence until services are satisfactorily completed, and note that failure to maintain or renew coverage or to provide evidence of renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract;
 - 5.4.5. Place such insurance in a self-insurance pool or with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than A:V; and
 - 5.4.6. Require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by the Recipient's insurance) in the same manner as specified for the Recipient, and furnish subcontractors' certificates of insurance to City immediately upon request.
- 5.5. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. In the event that the Recipient's declared deductibles or self-insured retentions are not acceptable to the City, the Recipient will either (i) negotiate terms with its insurer that meet the City's requirements, or (ii) provide a financial guarantee satisfactory to the City, which financial guarantee shall guarantee payment of losses and related investigation, claims administration and defense expenses.
6. HOLD HARMLESS AND INDEMNIFICATION. The Recipient expressly agrees that it will defend, indemnify and hold the City, its public officials, employees, and agents harmless from and against all losses, damages, suits and claims for damages to property and injuries to persons which may result from any act or omission to act on the part of the Recipient, its employees, agents, servants, subcontractors, or by anyone for whose acts the Recipient may be liable, while rendering services or performing duties pursuant to this Agreement.
7. NONDISCRIMINATION. The Recipient hereby agrees that it:
- 7.1. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
 - 7.2. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability or familial status or national origin;
 - 7.3. Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin;

- 7.4. Will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement (as used in this Agreement, the term "minority and women-owned business" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women, and for the purpose of this definition, "minority" refers to persons who are African-Americans, Spanish-speaking, Spanish surname or Spanish-heritage Americans, Asian-Americans, and American Indians);
- 7.5. Will adhere to Section 504 of the Rehabilitation Act of 1973 which states that no otherwise qualified individual with disabilities will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;
- 7.6. Will have facilities accessible to persons with disabilities. Also, places where programs or services are held outside the offices of the Recipient must be accessible to persons with disabilities. These facilities include but are not limited to ramps, parking facilities, water fountains, entryways, rest room facilities, and elevators when necessary. If it is not possible for these physical changes to be made, the Recipient will have an alternative plan to serve persons with disabilities; and
- 7.7. Will include the foregoing provisions in every subcontract or sublease let by or for it.

8. MISCELLANEOUS PROVISIONS.

- 8.1. Independent Contractor. The Recipient will render all services as an independent contractor; it will not be considered an employee of the City, nor will it or its agents or employees be entitled to any benefits, insurance, pension or workers' compensation as an employee of the City.
- 8.2. Assignment. The Recipient will not assign nor transfer any interest in, or duties or responsibilities created by, this Agreement without obtaining the prior written approval of the City.
- 8.3. Written Amendments. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- 8.4. Required Approvals. Neither the Recipient nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- 8.5. Counterparts. This Agreement may be executed in one or more counterparts by City and Recipient. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

- 8.6. Notices. Communication and details concerning this Agreement will be directed to the City at the address below, and to the Recipient at the address shown on Exhibit A.

The City of Kingsport, TN.

Michael Price
Community Development Planner
415 Broad Street
Kingsport, Tennessee 37660
(423) 224-2877

- 8.7. Headings. The headings appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 8.8. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 8.9. Federal, State and Local Requirements. The Recipient is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations. In particular, the Recipient agrees to comply with the applicable federal, state and city requirements referenced below and made a part hereof as if set forth verbatim:
- 8.9.1. The Charter and Municipal Code of the City of Kingsport, Tennessee.
- 8.9.2. OMB Circular A-122, "Cost Principles for Nonprofit Organizations."
- 8.9.3. OMB Circular 110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," including any applicable attachments thereto.
- 8.9.4. OMB Circular a-133, "Audit of Institutions of Higher Learning and other Nonprofit Institutions."
- 8.9.5. All federal laws and regulations described in 24 CFR Part 570; however, the Recipient will not assume (i) the City's environmental responsibilities as described in 24 CFR 570.604, or (ii) the City's responsibility for initiating the review process under Executive Order 12372.
- 8.9.6. Hatch Act. The Recipient agrees that no funds or personnel employed under this Agreement will, in any way or to any extent, be engaged in any political conduct or activities in violation of 5 U.S.C. 1501 et seq, commonly referred to as the "Hatch

Act” or Tenn. Code Ann. § 2-19-201 et seq, commonly referred to as the “Little Hatch Act”.

- 8.10. Equal Protection of Faith-Based Organizations. In accordance with 24 CFR 570.200 (J), if Recipient is a faith-based organization, the Recipient agrees that no funds provided under this Agreement will be utilized to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) or any other manner prohibited by law.
- 8.11. Grantor Recognition. The Recipient ensures the recognition of the City's and HUD's roles in providing services under this Agreement. The Recipient will prominently label the funding source for all activities, facilities, and items utilized pursuant to this Agreement. In addition, The Recipient will include a reference to the support provided pursuant to this Agreement in all publications that have been made possible through the use of the funding provided for in this Agreement.
- 8.12. Governing Law. This Agreement will be governed and constructed in accordance with the laws of the State of Tennessee.
- 8.13. Jurisdiction and Venue. In the event any dispute should arise between the parties concerning any aspect of this Agreement the parties hereby consent to the Jurisdiction and Venue of the state courts in Kingsport, Tennessee or the United States District Court for the Eastern District of Tennessee, Northeastern Division. Furthermore, the parties waive their right to a trial by jury.
- 8.14. Entire Agreement. This Agreement, together with all other documents enumerated herein and made a part hereof as if set forth herein verbatim, embodies the entire Agreement between the parties. There are no prior representation, terms, conditions, promises, agreements, oral or otherwise, between the parties other than those contained herein.
- 8.15. Interpretation. If any inconsistencies exist among the contract documents, the following rule of construction will apply: the terms, conditions, provisions, responsibilities, obligations and promises set out in this Agreement will control, except that the Program regulations as stated in 24 CFR Part 570 will control this Agreement in instances where the terms, conditions, provisions, responsibilities, obligations, and promises of this Agreement are in conflict with 24 CFR Part 570. . This Agreement shall not be construed for or against any party because that party or that party’s legal representative drafted any of its provisions. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement.

CITY OF KINGSPORT, TENNESSEE

Patrick M. Shull, Mayor

Date

ATTEST:

Angie Marshall, City Clerk

Date

APPROVED AS TO FORM:

Rodney B. Rowlett III, City Attorney

Date

Second Harvest Food Bank of NE Tennessee

Rhonda Chafin, Executive Director

Date

EXHIBIT A

PROJECT AND RECIPIENT INFORMATION

RECIPIENT NAME: Second Harvest Food Bank of Northeast Tennessee

RECIPIENT ADDRESS FOR NOTICE PURPOSES:

1020 Jericho Drive, Kingsport, TN 37663

DESCRIPTION OF PROJECT(S):

The City of Kingsport will allocate **\$12,335.55** of CDBG-CV funding to fund the City of Kingsport Hunger Relief Project in response to Covid-19. The services are offered to low and moderate income persons. The sub-recipient will use funds for Activity Delivery Costs (ADCs). ADC are allowable costs incurred for implementing and carrying out eligible CDBG activities. The ADC covers the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. The project will improve the quantity and nutritional quality of food distributed for hunger relief to LMI residents, including people experiencing homelessness in Kingsport, TN.

PROGRAM OBJECTIVES RELATED TO HUD'S PERFORMANCE MEASUREMENT SYSTEM:

National Objective – Low/Mod Limited Clientele National Objective, 570.208(a)(2); HUD Matrix Code 05W Food Banks

GRANT AMOUNT(S):

The City of Kingsport, TN has earmarked \$12,335.55 of CDBG-CV funding to go to **The Second Harvest Food Bank of Northeast Tennessee** for use during the COVID-19 Response.

**EXHIBIT B
PROJECT BUDGET**

Project Line Item*	Estimated Cost
Purchase of Food Items	\$25,000.00
TOTAL	\$25,000.00

* Show the costs that will make up the total cost of the Project, not just the cost that will be reimbursed from CDBG-CV funds. (Examples of Budget Items include staff time, costs of supplies, and administrative time.)

* Indirect Cost are not allowed

Sources of Funds**	Amount of Funds
CDBG-CV Funds – Kingsport, TN	\$12,335.55
Other Agency Funds	\$12,664.45
TOTAL	\$25,000.00

** Include all fund sources that will be used to pay costs of the Project. Examples include CDBG-CV funds, other federal, state and local assistance or grants, private donations, in-kind donations, program income, etc.

EXHIBIT C

**CDBG-CV Program
IMPLEMENTATION PLAN FOR CDBG PROJECTS**

OPERATING AGENCY: Second Harvest Food Bank of Northeast Tennessee

I. The time table for completing the activities for the project shall be:

- | | | |
|----|--|---------------|
| 1. | Determination of status for Environmental Review | July 01, 2023 |
| 2. | Release of Funds | July 01, 2023 |
| 3. | Begin providing services | July 01, 2023 |
| 4. | Contract complete | June 30, 2024 |

EXHIBIT D

Federal Award Identification Worksheet

Operating Agency's name (must match registered name in DUNS)	Second Harvest Food Bank of Northeast Tennessee
Operating Agency's UEI Number	WEUWKWDY51B7
Federal Tax ID Number	62-1303822
Federal award date	July 7, 2020
CFDA number and name	14.218 Community Development Grant Program
Grant contract's begin date	July 01, 2023
Grant contract's end date	June 30, 2024
Amount of federal funds obligated by this grant contract	\$12,335.55
Total amount of federal funds obligated to the Operating Agency	\$12,335.55
Total amount of the federal award to the City of Kingsport	\$656,854
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson, Director Community Planning and Development U.S. Department of Housing and Urban Development Knoxville Field Office 710 Locust Street, Third Floor Knoxville, TN 37902-2526
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Operating Agency's cognizant agency

EXHIBIT E

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Operating Agency should submit only one, completed "Notice of Audit Report" document to the City during the Operating Agency's fiscal year.**

_____ is subject to an audit for fiscal year 2023.

_____ is not subject to an audit for fiscal year 2023.

Any Operating Agency that is subject to an audit must complete the information below.

Operating Agency's Edison Vendor ID Number: _____

Type of funds expended	Estimated amount of funds expended by end of Operating Agency's fiscal year
Federal pass-through funds	
a. Funds passed through the City of Kingsport	a. \$12,335.55
b. Funds passed through any other entity	b. \$0
Funds received directly from the federal government	\$
Non-federal funds received directly from the City of Kingsport	\$

Auditor's Name: _____

Auditor's address: _____

Auditor's phone number: _____

Auditor's email: _____

EXHIBIT F

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Operating Agency should submit only one, completed "Parent Child Information" document to the City during the Operating Agency's fiscal year if the Operating Agency indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Operating Agency's Edison Vendor ID number: _____

Is _____ a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is _____ a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

CDBG CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is made this **18th day of July, 2023** by and between the **CITY OF KINGSPORT, TENNESSEE**, an incorporated municipality, hereinafter referred to as the “City,” and **The Greater Kingsport Alliance for Development** a 501 (c) (3) nonprofit organization with a principal place of business at **906 E. Sevier Ave Kingsport, TN**, hereinafter referred to as the “Recipient.”

WITNESSETH:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27th, 2020 in order to provide relief for Americans suffering the public health and economic impacts of COVID-19; and

WHEREAS, the CARES Act provides for Five Billion Dollars to be provided to the Department of Housing and Urban Development to be used in the Community Development Block Grant Program; and

WHEREAS, a portion of this funding must be allocated to entitlement communities, including the City of Kingsport, in order to assist those communities in preventing, preparing for, and responding to the Coronavirus; and

WHEREAS, as a result of the CARES Act, the City of Kingsport has been provided with Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of \$656,854, which the City has determined to allocate to community organizations that can assist the community in preventing, preparing for, and responding to the Coronavirus; and

WHEREAS, the Recipient has identified a project intended to prevent, prepare for, and respond to the Coronavirus pandemic, which is further described herein; and

WHEREAS, the Recipient has the necessary mechanisms, expertise and capabilities to accomplish its proposed project; and

WHEREAS, the City wishes to provide a portion of the CDBG-CV funding to the Recipient in order to fund the Project (the “Grant”).

NOW THEREFORE, the City and the Recipient, for the mutual consideration stated herein, agree as follows:

1. SCOPE OF SERVICE:

- 1.1. Description of Project. The Recipient agrees to undertake the Project described on Exhibit A hereto (the “Project”).

- 1.1.1. Performance Measurements. In accordance with the U. S. Department of Housing & Urban Development’s Community Planning and Development Performance Measure System, the Recipient will provide data to capture and report program accomplishments. This Project relates to the Performance Measurement System as described on Exhibit A hereto.
 - 1.2. Projected Budget for the Project. The budget for the Project is shown on the attached Exhibit B (the “Budget”). The Budget shows both Project Costs and the anticipated funds that will be used to pay those Costs, including the source of those funds. Recipient will promptly provide an updated Budget if the Budget changes.
 - 1.3. Duplication of Benefits. Duplication of Benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. The CARES Act prohibits Duplication of Benefits. The City is required as a condition of receiving CARES Act funding to have procedures in place to prevent the Duplication of Benefits when it provides financial assistance with CDBG-CV funds. Therefore, as a condition of receiving the Grant, Recipient agrees as follows:
 - 1.3.1. The Grant may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost. Private, unsubsidized loans are not considered a duplicate source of financial assistance.
 - 1.3.2. Recipient will institute financial controls sufficient to match the funds used to pay for the Project with eligible costs of the Project, in order to avoid Duplication of Benefits.
 - 1.3.3. Recipient will repay the Grant with non-federal funds if the Grant is used, in whole or in part, to pay for a cost that has already been paid for, or will be paid for, by another federal program, insurance, or other sources.
 - 1.4. Final Results. The Recipient, through organizing, planning and project development, will (1) implement the Project, and (2) submit a report of the Project aspects accomplished to the City prior to payment on the contract.
 - 1.5. Performance Monitoring. The City's Community Development Staff will monitor the performance of the Recipient against the goals and performance standards required by this agreement. Substandard performance, as determined by the City, will constitute noncompliance with this Agreement. If the Recipient does not take action to correct such substandard performance within the time period specified in the City's notice, the City may initiate contract suspension and termination procedures.
2. TERM AND TERMINATION.

- 2.1. Term. This Agreement allows reimbursement of costs incurred between **July 1, 2023** and **June 30, 2024**, unless extended in writing by the City. The Agreement shall expire, unless earlier terminated pursuant to the provisions of the Agreement, on the day after the last reimbursement owing to Recipient has been made by City. However, in no event shall the term of this Agreement extend beyond the date which is one year from the date of execution.
- 2.2. Termination. Either party may terminate this Agreement, with or without cause, or for no cause at all, by giving at least thirty (30) days' prior written notice of the date of termination. The City may suspend or terminate this Agreement, in whole or in part, at any time, if the Recipient materially fails to comply with any term of this Agreement after having been provided written notice from the City of noncompliance and a reasonable time to cure said noncompliance, or with any of the rules, regulations or provisions referred to herein. Furthermore, the City may declare the Recipient ineligible for any further participation in CDBG funded programs if Recipient does not comply with all applicable rules or regulations. The City may withhold contract funds until the City finds the Recipient to be in compliance, or until the Recipient is otherwise adjudicated to be in compliance.

3. PAYMENT OF GRANT.

- 3.1. Grant Amount and Source. The Grant amount shall not exceed the amount shown on Exhibit A, and shall be payable solely from the CDBG-CV funds referenced above. If the City does not receive the amount of CDBG-CV funds that it expects, then the amount awarded to Recipient shall be reduced in proportion to the amount of funds actually received. The City shall have no obligation to fund the Grant from any other source, including general funds, reserves, or property tax revenue.
- 3.2. Support for Reimbursement Requests. The Recipient will file all requests for reimbursement with the City for any costs incurred pursuant to this Agreement. The Recipient will submit each request for reimbursement with a cover letter. Each request for reimbursement must be itemized by Budget line item and must show (i) the amount of each line item spent during the term of the invoice, (ii) the amount of each line item spent to date, and (iii) the total amount charged to the City. Unless other arrangements are made with and approved by the City, each request for reimbursement will have attached any receipts, invoices, time sheets, and other supporting documentation of the actual costs that have been incurred. Support documents will be kept at the offices of the Recipient; said support documents will include invoices and payments for project expenditures, canceled checks, payroll registers supporting personnel expenses, and claims for travel expenses.
- 3.3. Disbursement of Funds. Unless an alternative payment plan is otherwise approved by the City, the City will disburse the funds pursuant to this Agreement in no more than monthly payments (as invoiced). Payment will only be released after the Recipient has fulfilled all the requirements for reimbursement as stated in this Agreement. Prior to

making any reimbursement, the City reserves the right and Recipient hereby consents and will fully cooperate with City's request to:

- 3.3.1. make an on-site inspection of the Recipient's premises,
- 3.3.2. request further documentation or clarification regarding the eligibility of expenses for which payment is requested, and
- 3.3.3. review any relevant materials regarding the Recipient's productivity under this Agreement before the disbursement of any funds. Under no circumstances will funds be released for ineligible or unreasonable expenses.

3.4. Program Income and Reversion of Assets. Any program income generated by the Project as defined in 24 CFR part 570.500 (a) will be substantially disbursed for activities covered by this Agreement. Any program income on hand when this Agreement expires or is terminated and any program income received after such expiration or termination will be returned to the City, unless otherwise permitted by applicable regulations. At the expiration of the term or termination of the Agreement, any unearned or unused government funds held by Recipient, together with any account receivables attributable to such funds, will revert to and become property of the City.

3.5. Indirect Cost. If indirect costs are charged, the Recipient must develop an indirect cost allocation plan for determining the appropriate share of administrative costs. The Recipient must submit such plan to the City for approval. Said plan must be consistent with principles outlined in OMB Circular A-122.

4. ACCOUNTING SYSTEM, RECORDKEEPING AND REPORTING.

4.1. Financial Management Standards. The Recipient will establish and maintain fiscal control of an accounting system to meet the following criteria:

- 4.1.1. Records must provide information needed to adequately identify the receipt and the expenditure of funds pursuant to this Agreement and in accordance with OMB Circular A-110;
- 4.1.2. Entries in accounting records must refer to the documentation which supports the entry;
- 4.1.3. Records must provide accurate, current and complete financial reporting information;
- 4.1.4. A fund accounting system will be implemented to track expenses in accordance with generally accepted accounting principles for nonprofit organizations;
- 4.1.5. Records must be integrated with an adequate system of internal controls to safeguard the funds and assets provided by this Agreement; and

- 4.1.6. Support documents must be maintained so as to be easily accessible to a representative of the City.
- 4.2. Records to be maintained. The Recipient will maintain all records required by Federal regulations specified in 24 CFR Part 570.506 and pertinent to the Project funded under this Agreement. Such records will include, but will not be limited to:
- 4.2.1. Records providing a full description of each activity undertaken;
 - 4.2.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 4.2.3. Records determining the eligibility of activities;
 - 4.2.4. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - 4.2.5. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
 - 4.2.6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
 - 4.2.7. Other records necessary to document compliance with subpart K of 24 CFR, Part 570.
- 4.3. Client data. When applicable to the Project, the Recipient will maintain client data that demonstrates eligibility for the services provided. Such data will include, but will not be limited to, client name **OR** client identification number, address (zip code only may be provided if the recipient is providing services restricted by State and/or Federal Confidentiality laws), income level or other basis for determining eligibility, family size, race, sex of household head, disability status, age, and description of the service provided; said information must be made available to the City or its designees for review. Personal information such as Date of Birth and Social Security Number need not be provided nor will it be requested by the City.
- 4.4. Reporting. The Recipient will provide the City with detailed reports of activities undertaken pursuant to this Agreement, including but not limited to:
- 4.4.1. Recipient Progress Report. The Recipient must submit a written narrative "Recipient Progress Report." Said Report must: (1) be submitted at least once per quarter regardless of invoice schedule; (2) detail the Recipient's progress in performing the Project; (3) include a listing of results/products for the period covered; and (4) annually or upon request, include a summary of the demographic characteristics of the clients served.

- 4.4.2. Time Sheets. The Recipient will keep and maintain time sheets that accurately reflect the specific amount of hours expended by all personnel on the Project and identified by activity. The Recipient must submit copies of time sheets with claims for payment.
- 4.5. Procurement. The Recipient will:
- 4.5.1. Administer its program in conformance with OMB Circular A-122, "Cost Principles for Nonprofit Organizations," for all costs incurred whether charged on a direct or indirect basis ;
- 4.5.2. To the extent practicable in light of the urgency of the Project in addressing COVID-19, procure materials in accordance with the requirements of OMB Circular A-110, Attachment O, "Procurement Standards," and will subsequently follow Attachment N, "Property Management Standards," covering utilization and disposal of property; and
- 4.5.3. Obtain prior written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
- 4.6. Audit. The City shall have the right to perform, or cause its designees to perform, an audit of Recipients records as they relate to the Project. Recipient hereby consents to and will fully cooperate with any audit required under this part.
- 4.7. Access to records. The City, the Federal grantor agency and the Comptroller General of the United States (or any authorized representatives of these agencies) will have access to any books, documents, papers, and records of the Recipient which are directly pertinent to the Program and this Agreement; said access is for the purpose of making audits, examinations, excerpts, and transcriptions.
- 4.8. Retention of Records. To document Compliance with this Agreement, the Recipient must maintain its records for a three-year period. The three-year period will begin on the date of submission of the final report under this Agreement, as defined in 24 CFR 570.502 (b)(3).
5. Insurance. At no additional cost to the City, the Recipient will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement.
- 5.1. Commercial General Liability Insurance. The Recipient will maintain occurrence version commercial general liability insurance or equivalent with a limit of not less than the minimum coverages required by Tennessee Code Annotated 29-20-403. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. Such insurance will:

5.1.1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds on a primary and non-contributory basis for the full limits of the policy with respect to liability arising out activities performed by or on behalf of the Recipient including materials, parts or equipment furnished in connection with such activities. The coverage will contain no special limitations on the scope of protection afforded to the above-listed insureds. Liability coverage can be provided in the form of an endorsement to the Recipient's insurance or as a separate owner's policy; and

5.1.2. For any claims related to this Agreement, be primary insurance as respects the City, its officials, officers, employees and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees and volunteers will be excess of the Recipient's insurance and will not contribute with it.

5.2. Business Automobile Liability Insurance. The Recipient will maintain business automobile liability insurance or equivalent form with a limit of not less than the minimum amount required by Tennessee Code Annotated, 29-20-403. Such insurance will include coverage for "any auto." Such insurance will contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds on a primary and non-contributory basis for the full limits of the policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Recipient, using funds provided under this Agreement.

5.3. Workers' Compensation Insurance. The Recipient will maintain workers' compensation insurance with statutory limits as required by the State of Tennessee (or the state in which Recipient is located, if not Tennessee), or if applicable, the U.S. Longshoremen's and Harbor Workers' Compensation Acts, or other laws as required by labor union agreements; and employers' liability insurance with limits of not less than One Hundred Thousand (\$100,000.00). The Recipient will require each of its subcontractors to provide workers' compensation for all of the latter's employees to be engaged in such work, unless such employees are covered by the Recipient's workers' compensation insurance coverage.

5.4. Other Insurance Requirements. The Recipient will:

5.4.1. Prior to commencement of services, furnish the City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Article, and provide that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the Community Development Staff of Kingsport, Tennessee.

5.4.2. If requested by the City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;

- 5.4.3. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;
 - 5.4.4. Maintain such insurance from the time services commence until services are satisfactorily completed, and note that failure to maintain or renew coverage or to provide evidence of renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract;
 - 5.4.5. Place such insurance in a self-insurance pool or with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than A:V; and
 - 5.4.6. Require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by the Recipient's insurance) in the same manner as specified for the Recipient, and furnish subcontractors' certificates of insurance to City immediately upon request.
- 5.5. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. In the event that the Recipient's declared deductibles or self-insured retentions are not acceptable to the City, the Recipient will either (i) negotiate terms with its insurer that meet the City's requirements, or (ii) provide a financial guarantee satisfactory to the City, which financial guarantee shall guarantee payment of losses and related investigation, claims administration and defense expenses.
6. HOLD HARMLESS AND INDEMNIFICATION. The Recipient expressly agrees that it will defend, indemnify and hold the City, its public officials, employees, and agents harmless from and against all losses, damages, suits and claims for damages to property and injuries to persons which may result from any act or omission to act on the part of the Recipient, its employees, agents, servants, subcontractors, or by anyone for whose acts the Recipient may be liable, while rendering services or performing duties pursuant to this Agreement.
7. NONDISCRIMINATION. The Recipient hereby agrees that it:
- 7.1. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
 - 7.2. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability or familial status or national origin;
 - 7.3. Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin;

- 7.4. Will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement (as used in this Agreement, the term "minority and women-owned business" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women, and for the purpose of this definition, "minority" refers to persons who are African-Americans, Spanish-speaking, Spanish surname or Spanish-heritage Americans, Asian-Americans, and American Indians);
- 7.5. Will adhere to Section 504 of the Rehabilitation Act of 1973 which states that no otherwise qualified individual with disabilities will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;
- 7.6. Will have facilities accessible to persons with disabilities. Also, places where programs or services are held outside the offices of the Recipient must be accessible to persons with disabilities. These facilities include but are not limited to ramps, parking facilities, water fountains, entryways, rest room facilities, and elevators when necessary. If it is not possible for these physical changes to be made, the Recipient will have an alternative plan to serve persons with disabilities; and
- 7.7. Will include the foregoing provisions in every subcontract or sublease let by or for it.
8. MISCELLANEOUS PROVISIONS.
- 8.1. Independent Contractor. The Recipient will render all services as an independent contractor; it will not be considered an employee of the City, nor will it or its agents or employees be entitled to any benefits, insurance, pension or workers' compensation as an employee of the City.
- 8.2. Assignment. The Recipient will not assign nor transfer any interest in, or duties or responsibilities created by, this Agreement without obtaining the prior written approval of the City.
- 8.3. Written Amendments. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- 8.4. Required Approvals. Neither the Recipient nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- 8.5. Counterparts. This Agreement may be executed in one or more counterparts by City and Recipient. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

- 8.6. Notices. Communication and details concerning this Agreement will be directed to the City at the address below, and to the Recipient at the address shown on Exhibit A.

The City of Kingsport, TN.

Michael Price
Community Development Planner
415 Broad Street
Kingsport, Tennessee 37660
(423) 224-2877

- 8.7. Headings. The headings appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 8.8. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 8.9. Federal, State and Local Requirements. The Recipient is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations. In particular, the Recipient agrees to comply with the applicable federal, state and city requirements referenced below and made a part hereof as if set forth verbatim:
- 8.9.1. The Charter and Municipal Code of the City of Kingsport, Tennessee.
- 8.9.2. OMB Circular A-122, "Cost Principles for Nonprofit Organizations."
- 8.9.3. OMB Circular 110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," including any applicable attachments thereto.
- 8.9.4. OMB Circular a-133, "Audit of Institutions of Higher Learning and other Nonprofit Institutions."
- 8.9.5. All federal laws and regulations described in 24 CFR Part 570; however, the Recipient will not assume (i) the City's environmental responsibilities as described in 24 CFR 570.604, or (ii) the City's responsibility for initiating the review process under Executive Order 12372.
- 8.9.6. Hatch Act. The Recipient agrees that no funds or personnel employed under this Agreement will, in any way or to any extent, be engaged in any political conduct or activities in violation of 5 U.S.C. 1501 et seq, commonly referred to as the "Hatch

Act” or Tenn. Code Ann. § 2-19-201 et seq, commonly referred to as the “Little Hatch Act”.

- 8.10. Equal Protection of Faith-Based Organizations. In accordance with 24 CFR 570.200 (J), if Recipient is a faith-based organization, the Recipient agrees that no funds provided under this Agreement will be utilized to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) or any other manner prohibited by law.
- 8.11. Grantor Recognition. The Recipient ensures the recognition of the City's and HUD's roles in providing services under this Agreement. The Recipient will prominently label the funding source for all activities, facilities, and items utilized pursuant to this Agreement. In addition, The Recipient will include a reference to the support provided pursuant to this Agreement in all publications that have been made possible through the use of the funding provided for in this Agreement.
- 8.12. Governing Law. This Agreement will be governed and constructed in accordance with the laws of the State of Tennessee.
- 8.13. Jurisdiction and Venue. In the event any dispute should arise between the parties concerning any aspect of this Agreement the parties hereby consent to the Jurisdiction and Venue of the state courts in Kingsport, Tennessee or the United States District Court for the Eastern District of Tennessee, Northeastern Division. Furthermore, the parties waive their right to a trial by jury.
- 8.14. Entire Agreement. This Agreement, together with all other documents enumerated herein and made a part hereof as if set forth herein verbatim, embodies the entire Agreement between the parties. There are no prior representation, terms, conditions, promises, agreements, oral or otherwise, between the parties other than those contained herein.
- 8.15. Interpretation. If any inconsistencies exist among the contract documents, the following rule of construction will apply: the terms, conditions, provisions, responsibilities, obligations and promises set out in this Agreement will control, except that the Program regulations as stated in 24 CFR Part 570 will control this Agreement in instances where the terms, conditions, provisions, responsibilities, obligations, and promises of this Agreement are in conflict with 24 CFR Part 570. . This Agreement shall not be construed for or against any party because that party or that party’s legal representative drafted any of its provisions. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement.

CITY OF KINGSPORT, TENNESSEE

Patrick M. Shull, Mayor

Date

ATTEST:

Angie Marshall, City Clerk

Date

APPROVED AS TO FORM:

Rodney B. Rowlett III, City Attorney

Date

The Greater Kingsport Alliance for Development

Terry Cunningham, Secretary

Date

EXHIBIT A

PROJECT AND RECIPIENT INFORMATION

RECIPIENT NAME: The Greater Kingsport Alliance for Development

RECIPIENT ADDRESS FOR NOTICE PURPOSES:

906 E. Sevier Ave. Kingsport, TN 37660

DESCRIPTION OF PROJECT(S):

The City of Kingsport will allocate **\$10,100.00** of CDBG-CV funding to fund the Green Valley Manor Shelter in response to Covid-19. These shelter is open to individuals experiencing homelessness by HUD definition. The sub-recipient will use funds for Activity Delivery Costs (ADCs). ADC are allowable costs incurred for implementing and carrying out eligible CDBG activities. The ADC covers the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. Services will include a two bedroom unit, cleaning supplies, case management, and moving on assistance.

PROGRAM OBJECTIVES RELATED TO HUD'S PERFORMANCE MEASUREMENT SYSTEM:

National Objective – Low/Mod Limited Clientele National Objective, 570.208(a)(2); HUD Matrix Code 05Z Other Public Services.

GRANT AMOUNT(S):

The City of Kingsport, TN has earmarked \$10,100.00 of CDBG-CV funding to go to **The Greater Kingsport Alliance for Development** for use during the COVID-19 Response.

**EXHIBIT B
PROJECT BUDGET**

Project Line Item*	Estimated Cost
Shelter Rent	\$8,100.00
Cleaning Supplies and PPE	\$2,000.00
Salary expenses	\$19,800.00
TOTAL	\$29,900.00

* Show the costs that will make up the total cost of the Project, not just the cost that will be reimbursed from CDBG-CV funds. (Examples of Budget Items include staff time, costs of supplies, and administrative time.)

* Indirect Cost are not allowed

Sources of Funds**	Amount of Funds
CDBG-CV Funds – Kingsport, TN	\$10,100.00
Other Agency Funds	\$19,800.00
TOTAL	\$10,100.00

** Include all fund sources that will be used to pay costs of the Project. Examples include CDBG-CV funds, other federal, state and local assistance or grants, private donations, in-kind donations, program income, etc.

EXHIBIT C

**CDBG-CV Program
IMPLEMENTATION PLAN FOR CDBG PROJECTS**

OPERATING AGENCY: The Greater Kingsport Alliance for Development

I. The time table for completing the activities for the project shall be:

- | | | |
|----|--|---------------|
| 1. | Determination of status for Environmental Review | July 01, 2023 |
| 2. | Release of Funds | July 01, 2023 |
| 3. | Begin providing services | July 01, 2023 |
| 4. | Contract complete | June 30, 2024 |

EXHIBIT D

Federal Award Identification Worksheet

Operating Agency's name (must match registered name in DUNS)	The Greater Kingsport Alliance for Development
Operating Agency's UEI Number	DVLTHFW4DKM1
Federal Tax ID Number	58-1851079
Federal award date	July 7, 2020
CFDA number and name	14.218 Community Development Grant Program
Grant contract's begin date	July 01, 2023
Grant contract's end date	June 30, 2024
Amount of federal funds obligated by this grant contract	\$10,100.00
Total amount of federal funds obligated to the Operating Agency	\$10,100.00
Total amount of the federal award to the City of Kingsport	\$656,854
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson, Director Community Planning and Development U.S. Department of Housing and Urban Development Knoxville Field Office 710 Locust Street, Third Floor Knoxville, TN 37902-2526
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Operating Agency's cognizant agency

EXHIBIT E

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Operating Agency should submit only one, completed "Notice of Audit Report" document to the City during the Operating Agency's fiscal year.**

_____ is subject to an audit for fiscal year 2023.

_____ is not subject to an audit for fiscal year 2023.

Any Operating Agency that is subject to an audit must complete the information below.

Operating Agency's Edison Vendor ID Number: _____

Type of funds expended	Estimated amount of funds expended by end of Operating Agency's fiscal year
Federal pass-through funds	
a. Funds passed through the City of Kingsport	a. \$10,100.00
b. Funds passed through any other entity	b. \$0
Funds received directly from the federal government	\$
Non-federal funds received directly from the City of Kingsport	\$

Auditor's Name: _____

Auditor's address: _____

Auditor's phone number: _____

Auditor's email: _____

EXHIBIT F

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Operating Agency should submit only one, completed "Parent Child Information" document to the City during the Operating Agency's fiscal year if the Operating Agency indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Operating Agency's Edison Vendor ID number: _____

Is _____ a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is _____ a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant from the State of Tennessee School Resource Officer (SRO) Grant Program

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

Action Form No.: AF-202-2023
Work Session: July 17, 2023
First Reading: July 18, 2023
Final Adoption: August 1, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution

Executive Summary:
The Kingsport Police Department has an opportunity to receive funding from the State of Tennessee to provide a School Resource Officer in every City of Kingsport School. The funding allocates \$75,000 for each School Resource Officer (SRO) which will fund salary, benefits, and equipment for one officer. The City of Kingsport currently has (14) fourteen schools that will benefit from the funding. The total grant funding will be around \$1,050,000.00.

There are no matching funds required.

- Attachments:**
- 1. Resolution
 - 2. Ordinance
 - 3. Statewide School Resource Officer (SRO) Program Application

	<u>Y</u>	<u>N</u>	<u>O</u>
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 A SCHOOL RESOURCE OFFICER GRANT FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER GRANT PROGRAM

WHEREAS, the city, through the Kingsport Police Department, would like to apply for a school resource officer grant through the State of Tennessee School Resource Officer Grant Program, which will provide funds to support salaries, benefits, and equipment for school resource officers; and

WHEREAS, the maximum amount of the grant award being \$1,050,000.00;

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 grant funds from the State of Tennessee School Resource Officer Grant Program in the amount of \$1,050,000.00.

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



State of Tennessee
 Department of Safety and Homeland Security
 Office of Homeland Security

STATEWIDE SCHOOL RESOURCE OFFICER (SRO) PROGRAM APPLICATION

Grant Information

[Part I. Applicant Info](#)

[Part II. School Information](#)

[Part III. Grant Management](#)

[Part IV. Applicant Contact Info](#)

[Part V. Attachments](#)

As the result of Governor Lee's School Safety Initiative, the funding for the State of Tennessee's Statewide School Resource Officer Program was appropriated by the Tennessee General Assembly with the intent to provide funding for the purpose of placing one full-time School Resource Officer (SRO) in each K-12 public school and public charter school.

The Tennessee Office of Homeland Security has developed policies for administration of this grant in accordance with legislative guidelines and in consultation with the Tennessee Comptroller's Office. Failure to complete this application in its entirety, to include the Tennessee Department of Finance and Administration Supplier Direct Deposit Authorization and the U.S. Department of Treasury Internal Revenue Service W-9 forms, and in the prescribed format could potentially result in the rejection of the application.

Applications shall be submitted to the Tennessee Office of Homeland Security through the Tennessee Department of Safety and Homeland Security's website at <https://TBD>.

Conditions of the grant

Eligible law enforcement agencies are those which have the responsibility to provide SROs to K-12 public and/or public charter schools within their jurisdiction. The Department of Safety and Homeland Security shall make grant funds available to the local law enforcement agencies Item X122. local law enforcement

agency presents to the Department of Safety and Homeland Security an executed memorandum of understanding (MOU) between the agency and the local education agency or the public charter school, pursuant to which the local law enforcement agency shall provide one full-time SRO to every school in the local education agency or to a public charter school. The MOU shall be in the form prescribed by the Department of Safety and Homeland Security. A MOU template is included in the grant application.

Local law enforcement agencies are eligible to apply for funding not to exceed \$75,000 per year, per SRO, per school for which they are responsible for providing SRO services. Funding shall not be awarded for more than one SRO per K-12 public or public charter school. Funding may only be used for expenses directly related to placing an SRO in a school (i.e., salary, benefits, training, and equipment). SROs are required to receive 40 hours of specialized training within the first year of their assignment and must obtain 16 hours of specialized training annually thereafter.

Awardee's management of this grant is subject to periodic audit and must submit reports as deemed necessary by the Department of Safety and Homeland Security. Each recipient of this grant must provide quarterly information to the Department in the following format:

- The number of local education agencies and public charter schools that have executed an MOU with a law enforcement agency as part of the program.
- The number of local education agencies and public charter schools that have executed an MOU with a law enforcement agency as part of the program and have been provided a full-time SRO.
- The percentage of public elementary schools that have an executed MOU and the percentage of those that have been provided a full-time SRO.
- The percentage of public secondary schools that have an executed MOU and the percentage of those that have been provided a full-time SRO.
- The number of SRO's assigned to each school and the name of each SRO assigned to each school.

Save Progress

This is a confidential document and is not subject to release or distribution as a public record pursuant to Tenn. Code Ann. § 10-7-504(p).

Report phishing

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Item X122.



AGENDA ACTION FORM

Consideration of a Resolution Approving Interlocal Agreement Between the City of Kingsport and the Kingsport Life Saving Crew

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

Action Form No.: AF-95-2023
Work Session: July 17, 2023
First Reading: July 18, 2023
Final Adoption: July 18, 2023
Staff Work By: Asst. Chief Arnold
Presentation By: Asst. Chief Arnold

Recommendation:
Approve the Resolution

Executive Summary:
Approval of this action form will authorize the City of Kingsport to accept funds from the Kingsport Life Saving Crew (KLSC) and to authorize the Mayor to sign all appropriate documents for the Interlocal Agreement between the City of Kingsport and the KLSC. This will terminate the current agreement dated 02/20/2017.

These funds are to provide a City Fire Engineer to be on duty 24/7 to assist KLSC in providing rescue services in the city and unincorporated areas of Sullivan County, TN.

- Attachments:**
- 1. Resolution
 - 2. Ordinance

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
WITH THE KINGSPORT LIFESAVING AND FIRST AID CREW,
INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, Kingsport Life Saving and First Aid Crew, Inc. (KLSC) has requested that the city assist in the provision of certain rescue services in the city and the unincorporated areas of the county; and

WHEREAS, Tenn. Code Ann. § 12-09-101 through 12-9-112 authorizes public agencies of the state, including the city and KLSC as it is a rescue squad, to enter into interlocal agreements; and

WHEREAS, the purpose of this agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each may render aid to the other, as needed, for rescue services; and

WHEREAS, KLSC has provided city with funds in the amount of \$180,000.00 for FY 23-24 to be used to provide an appropriately trained on-duty Kingsport Engineer/Relief Engineer for the purpose of assisting KLSC 24/7 with rescue services in the city and unincorporated areas of the county.

Now therefore,

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

SECTION I. That an interlocal agreement with Kingsport Lifesaving and First Aid Crew, Inc. to assist in the provision of certain rescue services in the city and unincorporated areas of the county 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 interlocal agreement with the Kingsport Lifesaving and First Aid Crew, Inc. and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution; said agreement being as follows:

**INTERLOCAL AGREEMENT
FOR CERTAIN RESCUE SERVICES IN
THE CITY OF KINGSPORT**

AND

UNINCORPORATED SULLIVAN COUNTY, TENNESSEE

THIS INTERLOCAL AGREEMENT ("Agreement") is effective as of the 1st day of July, 2023, by the City of Kingsport, Tennessee, ("City"), and the Kingsport Lifesaving and First Aid Crew, Inc. ("Rescue Squad").

WHEREAS, *Tenn. Code Ann.* §§ 12-9-101 through 12-9-112 authorizes public agencies of the state, including City and Rescue Squad, to enter into interlocal agreements; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 12-9-104, the parties have the authority to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, the parties recognize that many emergencies, whether arising from natural disaster, technological hazard, man-made disaster, or other sources, transcend political jurisdictional boundaries, and that intergovernmental coordination of resources is often the best means to address such; and

WHEREAS, most local governments do not have all the resources that may be needed in certain types of emergencies, or the capability of delivering the resources to areas where emergencies exist; and

WHEREAS, it is deemed in the public interest for the parties hereto and the citizens to enter into this Agreement to provide automatic/mutual aid response with regard to rescue services and related technical support services to assure the parties adequate protection; and

WHEREAS, on February 20, 2017, City and Rescue Squad entered into an interlocal agreement for a term of one year which automatically renewed annually and which the parties mutually desire to terminate effective as of July 1, 2023, at which time this agreement shall take effect. Furthermore, the parties acknowledge and agree that termination of the 2017 agreement to be mutually desired and that all notice requirements of that agreement have been met. Furthermore, the parties agree City shall not be required to return any reimbursement provided under the terms of paragraph 13 of the 2017 agreement as City shall continue to provide personnel to Rescue Squad pursuant to the terms of this agreement; and

WHEREAS, City of Kingsport and Sullivan County, Tennessee upon proper and lawful appropriation of funds by their respective legislative will provide Rescue Squad \$90,000.00 to provide a City engineer to be on duty 24/7 to assist Rescue Squad in providing rescue services in the city and unincorporated areas of Sullivan County, Tennessee; and

WHEREAS, Rescue Squad requests City to provide an appropriately trained on-duty Kingsport Engineer/Relief Engineer, that is a minimum of twenty-one (21) years of age, 24/7 to assist Rescue Squad in the rescue services in the city and unincorporated area of the county; and

WHEREAS, Rescue Squad has provided City with funds in the amount of \$180,000.00 for the fiscal year 2023-2024 to be used to provide appropriately trained on-duty engineer for the purpose to assist Rescue Squad 24/7 with rescue services in the city and unincorporated areas of the county; and

WHEREAS, City firefighters are considered members of Rescue Squad; and

WHEREAS, Rescue Squad provide automatic response of rescue services generally described in Exhibit A in the city and unincorporated areas of the county; and

WHEREAS, a purpose of this Agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each may render aid to the other, as needed, for rescue services.

NOW THEREFORE, pursuant to *Tenn. Code Ann. § 12-9-101, et seq.*, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The preceding covenants and affirmations are incorporated herein by reference.
2. The parties' February 20, 2017, agreement is hereby terminated upon mutual agreement as of the effective date of this Agreement.
3. Rescue Squad agrees that upon termination of the 2017 agreement, City shall not be obligated to return any reimbursement as provided for in paragraph 13 thereof, it being the intent of the parties for City to provide personnel in exchange for reimbursement from Rescue Squad under the terms of this Agreement.
4. The rendering of assistance under this agreement shall be automatic.
5. As it has personnel, volunteers, and resources available, Rescue Squad will provide rescue services as generally described in Exhibit A, in the city and unincorporated areas of the county when dispatched; provided Rescue Squad does not guarantee to answer every call made.
6. City will provide one on-duty engineer twenty-four hours a day, seven days a week (24/7) to assist Rescue Squad in providing such rescue services; provided City does not guarantee the on-duty City engineer can answer every call made.
7. City's on-duty engineer is a member of Rescue Squad and may use or operate any equipment, supplies, or resources of the rescue squad, including the operation of vehicles owned or used by the rescue squad.
8. City's on-duty engineer responding to a call, pursuant to this Agreement, will be under the supervision of City Fire Chief or designee.
9. Rescue Squad shall be liable and responsible for the damages to its own apparatus and equipment, even if the damage is cause by City's on-duty engineer. The provisions of the Tennessee Governmental Tort Liability Act shall apply to this Agreement, as applicable.
10. Notwithstanding anything contained in this Agreement to the contrary, City's on-duty engineer is a member of Rescue Squad and shall be considered as, and acting as, a member of Rescue Squad for tort liability purposes.
11. No compensation will be paid by a party to the other party for the mutual assistance rendered pursuant to this Agreement.

12. At all times, the on-duty City engineer shall be an employee of City and considered acting within the course and scope of their employment for purposes of Worker's Compensation Law and the State of Tennessee.

13. All personnel employed by the parties to this Agreement shall, during such time that said personnel are actually providing aid outside the jurisdictional limits of the employing party, pursuant to a request for aid, made in accordance with this Agreement, shall have the same powers, duties, rights, privileges, and immunities as if said personnel were performing their duties within the political subdivision in which they are normally employed.

14. Rescue Squad shall bear any loss or damage to its equipment or facilities and shall pay any and all expenses incurred in the maintenance and operation of same.

15. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workmen's compensation, salary, death, and other benefits which apply to the activity of on-duty City firefighters when performing their respective functions within the territorial limits of their respective party's jurisdiction shall apply to them to the same degree, manner, and extent while engaged in the performance of any provisions of this Agreement. A provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

16. The initial term of this Agreement shall be for one year from its effective date written and shall automatically renew as a renewal term for a like term until termination by one of the parties. Either party, without cause or for its convenience, may terminate this Agreement at any time upon written notice to the other party at least one hundred twenty (120) days prior to the effective date of the termination. If City terminates this Agreement without cause during the initial term, it will return a *pro rata* share of \$180,000.00 determined by multiplying the daily rate (daily rate is calculated by dividing \$180,000.00 by 365) of \$493.16 by the number of days remaining in the initial term.

17. This Agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party and shall remain in full force and effect until terminated or expiration of term.

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

EXHIBIT A

TO INTERLOCAL AGREEMENT FOR
CERTAIN RESCUE SERVICES IN THE CITY OF KINGSPORT
and UNINCORPORATED SULLIVAN COUNTY, TENNESSEE
THE KINGSPORT LIFESAVING CREW SHOULD BE DISPATCHED ON THE FOLLOWING:

1. ANY RESCUE RELATED CALL
2. MOTOR VEHICLE ACCIDENT WITH INJURIES, INCLUDES VEHICLE vs PEDESTRIAN/CYCLIST
3. STRUCTURE FIRES
4. INDUSTRIAL OR CONSTRUCTION ACCIDENTS (MULTIPLE PATIENTS or EXTRICATION REQUIRED)
5. STRUCTURAL COLLAPSE
6. TRENCH RESCUE
7. CONFINED SPACE RESCUE
8. SWIFT WATER RESCUE or DROWNING
9. HIGH ANGLE RESCUE
10. CAVE RESCUE
11. REMOTE AREA
12. IN ADDITION TO FIRST RESPONDER ON "ECHO" TYPE CALLS, SUCH AS:
 - a. CARDIAC ARREST
 - b. RESPIRATOR ARREST
 - c. AIRWAY OBSTRUCTION
 - d. MULTIPLE PATIENTS
13. BACK UP TO VFD FIRST RESPONDERS ON MEDICAL CALLS IN COUNTY
14. PUBLIC ASSIST INSIDE CITY (NO CHANGE OF INJURY OR ILLNESS REQUIRING TRANSPORT)
15. PUBLIC ASSIST COUNTY ONLY, IF NO OTHER FIRST RESPONDER AVAILABLE
16. AT REQUEST OF ANY RESPONDING AGENCY or DISPATCH CENTER
17. ANY CALL DISPATCH DETERMINES THE EQUIPMENT/SERVICE OF KLSC IS NEEDED

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**INTERLOCAL AGREEMENT
FOR CERTAIN RESCUE SERVICES IN
THE CITY OF KINGSPORT**

AND

UNINCORPORATED SULLIVAN COUNTY, TENNESSEE

THIS INTERLOCAL AGREEMENT (“Agreement”) is effective as of the 1st day of July, 2023, by the City of Kingsport, Tennessee, (“City”), and the Kingsport Lifesaving and First Aid Crew, Inc. (“Rescue Squad”).

WHEREAS, *Tenn. Code Ann.* §§ 12-9-101 through 12-9-112 authorizes public agencies of the state, including City and Rescue Squad, to enter into interlocal agreements; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 12-9-104, the parties have the authority to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, the parties recognize that many emergencies, whether arising from natural disaster, technological hazard, man-made disaster, or other sources, transcend political jurisdictional boundaries, and that intergovernmental coordination of resources is often the best means to address such; and

WHEREAS, most local governments do not have all the resources that may be needed in certain types of emergencies, or the capability of delivering the resources to areas where emergencies exist; and

WHEREAS, it is deemed in the public interest for the parties hereto and the citizens to enter into this Agreement to provide automatic/mutual aid response with regard to rescue services and related technical support services to assure the parties adequate protection; and

WHEREAS, on February 20, 2017, City and Rescue Squad entered into an interlocal agreement for a term of one year which automatically renewed annually and which the parties mutually desire to terminate effective as of July 1, 2023, at which time this agreement shall take effect. Furthermore, the parties acknowledge and agree that termination of the 2017 agreement to be mutually desired and that all notice requirements of that agreement have been met. Furthermore, the parties agree City shall not be required to return any reimbursement provided under the terms of paragraph 13 of the 2017 agreement as City shall continue to provide personnel to Rescue Squad pursuant to the terms of this agreement; and

WHEREAS, City of Kingsport and Sullivan County, Tennessee upon proper and lawful appropriation of funds by their respective legislative will provide Rescue Squad \$90,000.00 to provide a City engineer to be on duty 24/7 to assist Rescue Squad in providing rescue services in the city and unincorporated areas of Sullivan County, Tennessee; and

WHEREAS, Rescue Squad requests City to provide an appropriately trained on-duty Kingsport Engineer/Relief Engineer, that is a minimum of twenty-one (21) years of age, 24/7 to assist Rescue Squad in the rescue services in the city and unincorporated area of the county; and

WHEREAS, Rescue Squad has provided City with funds in the amount of \$180,000.00 for the fiscal year 2023-2024 to be used to provide appropriately trained on-duty engineer for the purpose to assist Rescue Squad 24/7 with rescue services in the city and unincorporated areas of the county; and

WHEREAS, City firefighters are considered members of Rescue Squad; and

WHEREAS, Rescue Squad provide automatic response of rescue services generally described in Exhibit A in the city and unincorporated areas of the county; and

WHEREAS, a purpose of this Agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each may render aid to the other, as needed, for rescue services.

NOW THEREFORE, pursuant to *Tenn. Code Ann. § 12-9-101, et seq.*, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The preceding covenants and affirmations are incorporated herein by reference.
2. The parties' February 20, 2017, agreement is hereby terminated upon mutual agreement as of the effective date of this Agreement.
3. Rescue Squad agrees that upon termination of the 2017 agreement, City shall not be obligated to return any reimbursement as provided for in paragraph 13 thereof, it being the intent of the parties for City to provide personnel in exchange for reimbursement from Rescue Squad under the terms of this Agreement.
4. The rendering of assistance under this agreement shall be automatic.
5. As it has personnel, volunteers, and resources available, Rescue Squad will provide rescue services as generally described in Exhibit A, in the city and unincorporated areas of the county when dispatched; provided Rescue Squad does not guarantee to answer every call made.
6. City will provide one on-duty engineer twenty-four hours a day, seven days a week (24/7) to assist Rescue Squad in providing such rescue services; provided City does not guarantee the on-duty City engineer can answer every call made.
7. City's on-duty engineer is a member of Rescue Squad and may use or operate any equipment, supplies, or resources of the rescue squad, including the operation of vehicles owned or used by the rescue squad.

8. City's on-duty engineer responding to a call, pursuant to this Agreement, will be under the supervision of City Fire Chief or designee.
9. Rescue Squad shall be liable and responsible for the damages to its own apparatus and equipment, even if the damage is cause by City's on-duty engineer. The provisions of the Tennessee Governmental Tort Liability Act shall apply to this Agreement, as applicable.
10. Notwithstanding anything contained in this Agreement to the contrary, City's on-duty engineer is a member of Rescue Squad and shall be considered as, and acting as, a member of Rescue Squad for tort liability purposes.
11. No compensation will be paid by a party to the other party for the mutual assistance rendered pursuant to this Agreement.
12. At all times, the on-duty City engineer shall be an employee of City and considered acting within the course and scope of their employment for purposes of Worker's Compensation Law and the State of Tennessee.
13. All personnel employed by the parties to this Agreement shall, during such time that said personnel are actually providing aid outside the jurisdictional limits of the employing party, pursuant to a request for aid, made in accordance with this Agreement, shall have the same powers, duties, rights, privileges, and immunities as if said personnel were performing their duties within the political subdivision in which they are normally employed.
14. Rescue Squad shall bear any loss or damage to its equipment or facilities and shall pay any and all expenses incurred in the maintenance and operation of same.
15. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workmen's compensation, salary, death, and other benefits which apply to the activity of on-duty City firefighters when performing their respective functions within the territorial limits of their respective party's jurisdiction shall apply to them to the same degree, manner, and extent while engaged in the performance of any provisions of this Agreement. A provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
16. The initial term of this Agreement shall be for one year from its effective date written and shall automatically renew as a renewal term for a like term until termination by one of the parties. Either party, without cause or for its convenience, may terminate this Agreement at any time upon written notice to the other party at least one hundred twenty (120) days prior to the effective date of the termination. If City terminates this Agreement without cause during the initial term, it will return a *pro rata* share of \$180,000.00 determined by multiplying the daily rate (daily rate is calculated by dividing \$180,000.00 by 365) of \$493.16 by the number of days remaining in the initial term.
17. This Agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party and shall remain in full force and effect until terminated or expiration of term.

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

**Kingsport Lifesaving and First Aid Crew,
Inc.**

City of Kingsport, Tennessee

Roger Marshall, President

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

EXHIBIT A

TO INTERLOCAL AGREEMENT FOR CERTAIN RESCUE SERVICES IN THE CITY OF KINGSPORT and UNINCORPORATED SULLIVAN COUNTY, TENNESSEE

THE KINGSPORT LIFESAVING CREW SHOULD BE DISPATCHED ON THE FOLLOWING:

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17. ANY CALL DISPATCH DETERMINES THE EQUIPMENT/SERVICE OF KLSC IS NEEDED



AGENDA ACTION FORM

Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Partnership Grant for FY24 and Approving the Grant Contract

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

Action Form No.: AF- 207-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Kristie Leonard
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the Mayor’s signature on the Tennessee Arts Commission Partnership Grant for FY24 will be ratified and the grant contract will be approved.

Tennessee Arts Commission offers an Annual Partnership Support Grant for qualified non-profit or governmental arts organizations headquartered and chartered in TN which the Office of Cultural Arts (OCA) has historically received. The grant allows OCA to offer programs such as the iron pour, traffic boxes, murals, the sculpture walk, support art organization, and various other programs.

FY24’s allocation is \$19,100. The match requirement for the grant is met through OCA’s operating budget. No additional match is required.

- Attachments:**
- 1. Resolution
 - 2. Grant Contract

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A GRANT CONTRACT FOR A TENNESSEE ARTS COMMISSION PARTNERSHIP GRANT FOR FISCAL YEAR 2024 RATIFY THE MAYOR'S SIGNATURE FOR THE SAME AND ACCEPT THE GRANT FUNDS

WHEREAS, the Tennessee Arts Commission Partnership Grant for Fiscal Year 2024 is for qualified non-profit or governmental arts organizations which the Office of Cultural Arts has historically received; and

WHEREAS, the grant allowed the Office of Cultural Arts to offer programs such as the iron pour, traffic boxes, murals, the sculpture walk, support art organization, and various other programs; and

WHEREAS, to be eligible for the grant, the signed application needed to be signed and submitted before June 30, 2023; and

WHEREAS, the Office of Cultural Arts has received a grant of \$19,100.00 which requires a one hundred percent (100%) match; and

WHEREAS, the funding is in the Office of Cultural Arts operating budget.

Now therefore,

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

SECTION I. That the application submitted on June 30, 2023, for a Tennessee Arts Commission Partnership Grant in an amount of \$19,100.00 approved and the Mayor's signature thereon is hereby ratified.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, any and all documents necessary and proper to apply for the Tennessee Arts Commission Partnership Grant in the amount of \$19,100.00 which will require a matching sum.

SECTION III. That the board hereby accepts grant funds in the amount of \$19,100.00.

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 citizens of the city.

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

ADOPTED this the 18th day of July, 2023.



PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
Begin Date	End Date	Agency Tracking #	Edison ID		
7/1/2023	6/30/2024	31625-17625	Pursuant to DGA 78012		
Grantee Legal Entity Name				Edison Vendor ID	
City of Kingsport Office of Cultural Arts				1562	
Subrecipient or Recipient		Assistance Listing Number# 45.025			
<input checked="" type="checkbox"/> Subrecipient		Grantee's fiscal year end June 30			
<input type="checkbox"/> Recipient					
Service Caption (one line only)					
Arts Program Categorical Grants: Partnership Support (PS)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$4,100.00	\$15,000.00			\$19,100.00
TOTAL:	\$4,100.00	\$15,000.00			\$19,100.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		As described in delegated grant authority 78012.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 125			Accounting Detail for PO		
			FEDERAL FUNDS \$15,000.00		
			AC125 Arts Ed NEA AC128 State Arts Plan NEA OR AC129 Underserved NEA		
			STATE FUNDS \$4,100.00		
			AC124 State Match – MCI, PS, AA, AE-CL, Arts360		
			OR		
			If no NEA funds, then dept 28 or 30 for other annual (APS, RAPS, AETT, Pathways, CP, RAFF, SPS)		
Speed Chart (optional)		Account Code (optional)			
3162522000, 3162528000		71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE ARTS COMMISSION
AND
City of Kingsport Office of Cultural Arts**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Kingsport Office of Cultural Arts, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical Services – Partnership Support (PS), as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category Partnership Support (PS) identified below in accordance with application number 31625-17625.
- a. Arts Access (AA): offers direct support for arts projects that increase access to underserved and underrepresented populations whose programs and services primarily benefit diverse cultures, people with disabilities, people age 60 years and older, active duty/veterans and their families.
 - b. Arts Education (PTHWYS)/Arts Pathways for Youth Success: aims to integrate the arts into basic school curriculum and to provide arts activities and educational opportunities to under-served and at-risk youth in rural and urban communities in Tennessee. Emphasis on exposure to, experience in, and appreciation of the arts and awakening of natural creativity.
 - c. Arts Education (AE-CL/MG) Community Learning/Mini-Grant: provides funding for single projects that use the arts in creative and innovative ways to offer education in communities or non-traditional school environments. There are no age restrictions. Projects should include hands-on learning experiences focused in a variety of art forms for the participants.
 - d. Arts360 (Arts360) supports whole-school arts integration programs in PK-12 public schools or school systems in Tennessee to improve instruction and increase student outcomes through arts integration.
 - e. Arts Project Support (APS): provides funds for a wide variety of quality arts and humanities projects and public programs.
 - f. Rural Arts Project Support (RAPS): provides funds for a wide variety of arts projects and programs for organizations located in counties with lower population.
 - g. Partnership Support (PS) - provides non-project assistance toward ongoing-administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
 - h. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
 - i. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
 - j. Technical Assistance (TA): provides funds for special technical assistance, often by out-of-state consultants, during the Commission's fiscal year and is for intensive work needed to strengthen the applicant organization.
 - k. Touring Arts Program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the artist's fee, which is established by the artist.

- l. Commission Initiatives (CI), including Targeted Arts Development Initiative (TADI) provides funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs.
 - m. Creative Placemaking (CP), including Thriving Communities Partnership grants projects): use arts or cultural assets to enhance the distinctive character of one or more local Tennessee places for positive economic and community outcomes.
 - n. Traditional Arts Apprenticeship Program (TAAP): designed to encourage the survival, continued development, and proliferation of Tennessee's diverse folklife traditions, especially those that are rare or endangered.
 - o. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
 - p. Arts Education-Teacher Incentives (AE-TI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts integration.
 - q. Small Rural/Urban Partnership Support (SRPS and SUPS): provides non-project assistance toward ongoing-administrative and programmatic costs to small TN arts non-profit organizations with annual budget of at least \$30,000 and a demonstrated history of successful state arts grants program implementation.
 - r. Creative Placemaking Rural Arts Facilities Funds (RAFF): Funding for rural communities to help build, renovate, or expand arts and cultural facilities resulting in positive economic and community outcomes.
 - s. Individual Artist Fellowships (IAF) awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents. No specific project has to be carried out with funds for this award.
 - t. Creative Aging (CAT) non-matching funds for nonprofit arts, senior service or community organizations and governmental entities to support arts learning for seniors aged 60+ resulting in positive community outcomes.
 - u. Arts Access Mini-Grants (AAMG) designed to introduce new applicants to the grant-making process, this program offers direct support for art projects benefiting underserved and underrepresented people.
- A.3. Required use of Tennessee Arts Commission logo and guidance on Specialty License Plate Program promotions. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/>. Guidelines for proper usage of the Commission logo can be found at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/brand-guidelines/>

In addition, the Grantee is strongly encouraged to incorporate elements from the Specialty License Plate Communications toolkit in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee. The toolkit can be found at <https://tnspecialtyplates.org/partners/>. If needed, the login password to the partner page is tnspecialtyplates.

Specifically, each Major Cultural Institution (MCI), Partnership Support (PS), or Small Partnership Support (Urban or Rural) grantee organization that receives public operating support is required to implement a structured promotional campaign for the Specialty License Plate Program within its ongoing communications program that includes **four of the five elements below**. Failure of any MCI, PS, or SRPS or SUPS grantee to complete this requirement in a satisfactory manner, as determined exclusively by the Grantor, may, at the Grantor's sole discretion, result in a reduction of One Thousand Nine Hundred Ten Dollars (\$1,910.00), which is 10 percent of the authorized grant total.

Specialty License Plate Promotional Activity	Documentation for FY2024 Closeout
1. Coordinator. Provide the name, title and contact information for grantee organization staff person who coordinates specialty license plate promotions and will be agency liaison with TN Arts Commission Director of Marketing and Development; AND	Uploaded in Grantee Organization Profile in the TN Arts Commission online grants management system
2. Website. Specialty license plate program information on the grantee organization website	Screen shot of page on website labeled "website promo"
3. Social Media. Feature specialty license plate promotional content in grantee's social media at least 6 times/year	Six screen shots with dates of social media posts labeled "social promo 1", "social promo 2" etc.
4. Newsletters. Place banner ad on e-newsletters or other viral marketing OR Printed Program. Place half page ad in the printed program book for at least six different performances or for the duration of one season	Image of six newsletters distributed over past year OR scan of six programs Label file "Newsletters promo" OR "Program book promo"
5. Agency Specific Opportunity. Identify a promotional activity specific to grantee organization. Examples: run video spot before movie or performance starts; offer special parking for patron cars with arts license plates; hold a contest to get 100% staff/board ownership of plates, etc.	Description of custom promotion and documentation as available Label as "Custom Promo"

- A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 31625-17625 (which is on file with the State in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new) for Annual Partnership Support subject to the policies of the State at <http://tnartscommission.org/legal-requirements/> and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 31625-17625.
- A.5. Affirmative Duty to Report Major Organizational Change. Any Grantee whose contract maximum liability in section C.1. exceeds \$10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract. For all nonprofits, regardless of contract maximum liability, the loss of nonprofit status during the period of the contract is considered a significant change. Such loss must be reported and remedied within the contract period in order for the Grantee to qualify for reimbursement of allowable costs as provided in Section C.
- A.6. Title VI Required Training, Non-Discrimination Policy and Complaint Process. The grantee organization shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. As noted in the required Title VI training certification for 2020 and going forward, the Grantee organization shall also be required to develop and/or use Title VI complaint procedures and Limited English Proficiency (LEP) policies. The Grantee shall also post Title VI poster(s) in public view at the agency's office(s) or programming site(s) and communicate its nondiscrimination policy on the agency's website or posted in a public place. Title VI posters provided by the TN Arts Commission can be downloaded

here at <https://tnarts.wpenginepowered.com/wp-content/uploads/2019/07/Title-IV-poster.pdf> and a model for a nondiscrimination policy is available here at <https://tnartscommission.org/art-grants/manage-your-grant/title-vi/>.

- A.7. Arts & Economic Prosperity 6 study. To support an accurate report of the economic impact of nonprofit arts activities and audiences in Tennessee, the grantee shall participate in collection of standard organization profile and audience participation data upon request from Americans for the Arts and/or a State or local study partner.
- A.8. Use of National Endowment for the Arts Logo. If this grant contract includes an Attachment D Federal Award Identification Worksheet indicating federal funding, the Grantee is required to acknowledge the National Endowment for the Arts in all materials and announcements related to grant activities. The Grantee is subject to NEA grant administrative requirements. For general terms and conditions, visit: <https://www.arts.gov/sites/default/files/GTC-ORG-FY21-rev-10.21.22.pdf>. For logos, visit: <https://www.arts.gov/grants/manage-your-award/nea-logo>.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal on file in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluix.io/user_sessions/new and incorporated to elaborate supplementary scope of services specifications.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nineteen Thousand One Hundred (\$19,100.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Partial Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Up to forty percent (40%) of the maximum liability shall be

paid to the Grantee in advance upon approval of this Grant Contract and submission of a request for payment. Grantees are advised that the timing of the advance payment must be as close as is administratively feasible to the actual disbursements and shall not exceed anticipated expenditures for a 30-day period. Then, upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission

<https://tnarts.fluxx.io/>

To register, see <http://tnartscommission.org/new-online-grants-system>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Arts Commission.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than ten percent (10%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement report in the Tennessee Arts Commission online grant system within thirty (30) days of the Project End Date OR June 15, 2024, whichever is sooner, in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

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

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

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

The State:

Anne B. Pope, Executive Director
 Tennessee Arts Commission
 401 Dr. Martin L. King, Jr. Blvd
 Nashville, TN 37243-0780
Anne.B.Pope@tn.gov
 Telephone # 615-741-1701
 FAX # 615-741-8559

The Grantee:

Hannah Powell, Office of Cultural Arts Program Coordinator
 City of Kingsport Office of Cultural Arts
 1200 East Center Street
 Kingsport, TN 37660-4958
hannahpowell@kingsporttn.gov
 Telephone # 423-392-8416
 FAX #

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

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

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

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

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

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

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

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

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

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

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

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

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

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

City of Kingsport Office of Cultural Arts:

6/16/2023

GRANTEE SIGNATURE

Mayor

DocuSigned by:
Patrick Skull
 72D36825DF7443D...

DocuSigned by:
Patrick Skull **DATE**
 72D36825DF7443D...

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE ARTS COMMISSION:

DocuSigned by:
Anne B. Pope/hp
AC4E5F1D9EAF457...

6/16/2023

ANNE B. POPE, EXECUTIVE DIRECTOR

DATE

ATTACHMENT A

GRANT BUDGET				
Arts Categorical Grant: Partnership Support (PS)				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 7/1/2023				
END: 6/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$0.00	0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$19,100.00	0.00	\$19,100.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$0.00	0.00	\$0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	\$0.00	0.00	\$0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	\$0.00	0.00	\$0.00
20	Capital Purchase ²	\$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
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	\$19,100.00	\$19,100.00
25	GRAND TOTAL	\$19,100.00	\$19,100.00	\$38,200.00

¹ 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: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional fees as detailed in application narrative & application budget narratives	\$19,100.00
TOTAL	\$19,100.00

OTHER NON-PERSONNEL	AMOUNT
Non-personnel fees as detailed in application narrative & application budget narratives	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
Capital Purchase fees as detailed in application narrative & application budget narratives	\$0.00
TOTAL	\$0.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Kingsport Office of Cultural Arts
Subrecipient's Unique Entity Identifier (SAM)	YE45C4JZC5U1
Federal Award Identification Number (FAIN)	1914113-61-23 FY24 NEA Partnership
Federal award date	May 2023
Subaward Period of Performance Start and End Date	7/1/2023 - 6/30/2024
Subaward Budget Period Start and End Date	7/1/2023 - 6/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	45.025 Promotion of the Arts Partnership Agreement
Grant contract's begin date	7/1/2023
Grant contract's end date	6/30/2024
Amount of federal funds obligated by this grant contract	\$15,000.00
Total amount of federal funds obligated to the subrecipient	\$15,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,055,900.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.
Name of federal awarding agency	National Endowment for the Arts
Name and contact information for the federal awarding official	Lara Holman Garritano, States & Regional Specialist National Endowment for the Arts 400 7 th Street, SW Washington, DC 20506 garritanol@arts.gov , 202-682-5586
Name of pass-through entity	Tennessee Arts Commission
Name and contact information for the pass-through entity awarding official	Hal Partlow, Associate Director of Operations Tennessee Arts Commission 401 Dr. M.L.K. Jr Blvd. Nashville, TN 37243 Hal.partlow@tn.gov , 615-741-2093
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



AGENDA ACTION FORM

Consideration of a Resolution to Rescind the Authorization to Lease Golf Carts from E-Z-Go Golf Carts

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

Action Form No.: AF-247-2023
Work Session: July 17, 2023
First Reading: July 18, 2023

Final Adoption: July 18, 2023
Staff Work By: S. Valk/R. Rowlett
Presentation By: Chris McCartt

Recommendation:

Approve the resolution.

Executive Summary:

On May 2, 2023, the board passed Resolution No.: 2023-230 which approved an agreement with E-Z-Go for 64 new RXV Elite Freedom golf carts utilizing Omnia Contract No.: R210201 for use by Cattails Golf Course. The Resolution noted that the agreement had to be approved as to form by the City Attorney.

Huntington Bank, to whom lease payments were to be made, would not agree to provisions that the city are legally required to make, nor would they accept provisions that are in the best interest to the city.

Staff recommends rescinding the authorization to enter into an agreement with E-Z-Go for the lease of golf carts.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION RESCINDING THE APPROVAL OF AN AGREEMENT WITH E-Z-GO UTILIZING OMNIA CONTRACT NO.: R210201 TO LEASE 64 NEW RXV ELITE FREEDOM GOLF CARTS FOR USE AT CATTAILS

WHEREAS, on May 2, 2023, the board passed Resolution No.: 2023-230 which approved an agreement with E-Z-Go for 64 new RXV Elite Freedom golf carts utilizing Omnia Contract No.: R210201 for use by Cattails Golf Course; and

WHEREAS, execution of the agreement with E-Z-Go was subject to approval as to form by the city attorney; and

WHEREAS, under the terms of the Omnia Contract, lease payments were to be made through Huntington Bank which required its own separate agreement.

WHEREAS, Huntington Bank would neither agree to provisions that are legally required nor would agree to provisions that are in the best interest of the city.

Now therefore,

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

SECTION I. That the approval to enter into an agreement with E-Z-Go for 64 new RXV Elite Freedom golf carts utilizing Omnia Contract #R210201 for use by Cattails, approved by the board on May 2, 2023, is hereby rescinded.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Disbursement of Insurance Proceeds for Remediation Services at the Tribe Athletic Complex

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

Action Form No.: AF-231-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Bart Rowlett
Presentation By: Bart Rowlett

Recommendation:

Approve the Resolution.

Executive Summary:

This resolution authorizes the disbursement of insurance proceeds in the amount of \$795,063.09 as well as \$25,000 from the school’s risk fund for a total disbursement of \$820,063.09 to C & C Restoration, Inc.

On December 25, 2022, during a period of extreme cold, the areas of the former North High School building, now referred to as the Tribe Athletic Complex, suffered water damage due to multiple sprinkler breaks. Based on *Kingsport Code of Ordinances § 2-605* a competitive solicitation process was not utilized to select a vendor for remediation work as an emergency purchase.

Travelers Indemnity Company, city’s property insurer, calculated a payment of \$1,220,063.09 for the mitigation work. This sum includes city’s deductible of \$25,000.

It is recommended the board authorize the disbursement of \$820,063.09 to C & C Restoration, Inc., which when coupled with an initial disbursement of \$400,000 equals the sum of \$1,220,063.09 for the remediation work.

A dispute exists between the parties as to the difference between the sum calculated by Traveler’s Indemnity Company and the sum alleged by C & C Restoration, Inc.

The Kingsport Board of Education voted to authorize the disbursement at its July 11th, 2023 meeting.

The funds are available in account GP1733-311-0000-601-9003 and the school’s risk fund.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DISBURSEMENT OF
INSURANCE PROCEEDS FOR REMEDIATION SERVICES AT
THE TRIBE ATHLETIC COMPLEX

WHEREAS, On December 25, 2022, during a period of extreme cold, areas of the former North High School building, now referred to as the Tribe Athletic Complex, suffered water damage due to multiple sprinkler breaks; and

WHEREAS, pursuant to *Kingsport Code of Ordinances § 2-605* a competitive solicitation process as selection of a vendor, C & C Restoration, Inc., for remediation work was pursued as an emergency purchase.; and

WHEREAS, Travelers Indemnity Company, city's property insurer, calculated a payment of \$1,220,063.09 for the mitigation work which sum includes city's deductible of \$25,000.; and

WHEREAS, a dispute exists between the parties as to the difference between the sum of the remediation work calculated by Traveler's Indemnity Company and the sum alleged by C & C Restoration, Inc.; and

WHEREAS, city possesses \$795,063.09 in proceeds from Traveler's Indemnity Company available in account number GP1733-311-0000-601-9003 and the deductible of \$25,000 is contained in the school's risk fund.

Now therefore,

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

SECTION I. That the board authorizes the disbursement of \$820,063.09 to C & C Restoration based upon the mitigation estimate calculated by Travelers Indemnity Company.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Item X126.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete a Memorandum of Understanding (MOU) with Kingsport City Schools and Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2024

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

Action Form No.: AF-203-2023
Work Session: July 17, 2023
First Reading: July 18, 2023
Final Adoption: July 18, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The State of Tennessee School Resource Officer (SRO) Grant Program requires a Memorandum of Understanding (MOU) to be signed by the Chief of Police and Kingsport City Schools. The grant also requires quarterly reports as well as other documents to be signed by a representative of the agency (City of Kingsport) receiving grant funds. A Signature Authority Consent Form will allow the Mayor to grant signatory authority to the Chief of Police or designee to sign all grant-related documents on behalf of the organization for FY 2024.

- Attachments:**
1. Resolution
2. Memorandum of Understanding (MOU)

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the city is applying for the State of Tennessee School Resource Officer Program Grant Program and the city acknowledges that signature authority for various documents involved with the Grant is needed; and

WHEREAS, this signature authorizes the mayor to execute formal documents, and to designate the Chief of Police, or his designee, with signatory authority "to sign grant documents required for reporting as contracted on behalf of the city for the State of Tennessee School Resource Officer Grant;" and

WHEREAS, one of the documents to be completed with the application is a Memorandum of Understanding between Kingsport City Schools and the city and the Board of Education approved the Memorandum of Understanding, in form, at their meeting on Tuesday, July 11, 2023.

Now therefore,

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

SECTION I. That the Memorandum of Understanding, in form, between Kingsport City Schools and the city is approved and authority to sign various documents involved with the grant application process 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, grants signature authority for any documents associated with the State of Tennessee School Resource Officer Grant.

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Violent Crime Intervention Fund Grant for FY2024

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

Action Form No.: AF-224-2023
Work Session: July 17, 2023
First Reading: July 18, 2023
Final Adoption: August 1, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Violent Crime Intervention Fund Grant requires status reports as well as other grant-related documents be signed by a representative of the agency (City of Kingsport) receiving grant funds. To that effect, the Signature Authority Consent Form will allow the mayor to grant signatory authority to the Chief of Police and/or designee to sign all grant-related documents on behalf of the organization for FY 2024.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE STATE OF TENNESSEE VIOLENT CRIME INTERVENTION FUND

WHEREAS, the city has been awarded a grant from the State of Tennessee Violent Crime Intervention Fund; and

WHEREAS, this grant requires the submission of status reports as well as other grant related documents at various intervals; and

WHEREAS, city is permitted to designate a representative to complete and submit reports and other related documents upon execution by Mayor of a Signature Authority Consent Form.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Signature Authority Consent Form State of Tennessee Violent Crime Intervention Fund for various documents required for reporting.

SECTION II. That the mayor is authorized to designate the chief of police as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the State of Tennessee Violent Crime Intervention Fund.

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 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Signatory Authority Consent Form

I, **Patrick W. Shull** as the **Mayor**
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

of City of Kingsport TN hereby grant the position(s) below or their
Name of Organization Receiving Grant

designee, signatory authority for the electronic application and, if awarded, the required reports for the State of Tennessee Violent Crime Intervention Fund Grant.
Grant Name & Number

Individuals or positions listed are entitled to sign only grant documents required for reporting as contracted on behalf of my organization for the above listed grant.

Capt. Chris Tincher
Title and Name (printed) Signature

Title and Name (printed) Signature

The above signatory authority granted to the above individuals may be revoked by me or by my organization at any time.

Signature of Person Granting Authority

Date



AGENDA ACTION FORM

Resolution to Authorize the Mayor to Execute and Sign a Memorandum of Understanding with the Tennessee Bureau of Investigations and Kingsport Police Department to Permit KPD Narcotic Detectives to be a part of the Drug Overdose Task Force.

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

Action Form No.: AF- 228- 2023
Work Session: July 17, 2023
First Reading: July 18, 2023
Final Adoption: July 18, 2023
Staff Work By: Chief Dale Phipps
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Police Department has a long and successful partnership with the Tennessee Bureau of Investigation (TBI). Specifically, the Drug Overdose Task Force is a multi-agency venture to address regional overdose cases that are plaguing our communities. The Task Force is governed through the use of a Memorandum of Understanding with the participating agencies. This agreement will continue to allow KPD to be a member of the Drug Overdose Task Force in order to consolidate effort, exchange information, share experiences, and resources within the region to more effectively and efficiently investigate overdose cases. This agreement does not prohibit KPD from investigating overdose cases within the city limits.

Attachments:
Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE TENNESSEE BUREAU OF INVESTIGATIONS DRUG OVERDOSE TASK FORCE; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Tennessee Bureau of Investigations Drug Overdose Task Force is a multi-agency venture to address regional overdose cases that plague our communities; and

WHEREAS, the task force is governed through the use of a Memorandum of Understanding with participating agencies and this agreement will continue to allow Kingsport Police Department to not only be a member of the Drug Overdose Task Force but to exchange information, share experiences, and resources within the region to more effectively and efficiently investigate overdose cases.

Now therefore,

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

SECTION I. That the Memorandum of Understanding with the Tennessee Bureau of Investigations Drug Overdose Task Force is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with the Tennessee Bureau of Investigations Drug Overdose Task Force, and to 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 memorandum and this resolution, said agreement being as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TENNESSEE BUREAU OF INVESTIGATION
AND
KINGSPORT POLICE DEPARTMENT
DESIGNATING OFFICERS AS MEMBERS OF THE TENNESSEE BUREAU OF
INVESTIGATION'S
NARCOTICS INVESTIGATIVE DIVISION
(Also referred to as the DRUG INVESTIGATION DIVISION)
DRUG OVERDOSE TASK FORCE**

This Memorandum of Understanding ("MOU") is between the Tennessee Bureau of Investigation ("TBI") located at 901 R.S. Gass Blvd., Nashville, Tennessee 37216 and Kingsport Police Department (the "LEA") located at 200 Shelby Street Ste 108 Kingsport, Tennessee, 37660.

WHEREAS, the parties agree that this MOU creates a mutually beneficial relationship by coordinating efforts between the parties.

WHEREAS, the LEA will provide qualified officers ("Task Force Members") to participate on the TBI's Narcotics Investigative Division's (also referred to as the Drug Investigation Division) Drug Overdose Task Force ("Task Force"). The Task Force Members will at all times remain employees of the LEA.

WHEREAS, the Task Force Member will assist the TBI in drug overdose investigations.

WHEREAS, the LEA's need for and use of the Task Force Member takes precedence over the TBI's need for and use of a Task Force Member.

THEREFORE, the parties mutually agree to the following provisions:

I. GENERAL PROVISIONS

- a. Beneficiaries. This MOU is an internal agreement between the parties and does not confer any rights, privileges, or benefits to any other party or to the public.
- b. Complete Agreement. This MOU reflects the complete agreement between the parties regarding this subject matter and supersedes any previous agreement related to the same subject matter.
- c. Severability. Nothing in the MOU is intended to conflict with current laws or regulations. If a term of this MOU is inconsistent with such authority, that term shall be invalidated, and the remaining terms and conditions of this MOU shall remain in full force and effect.
- d. Modification. This MOU may only be amended by the written agreement of both parties.
- e. Review. The parties agree to schedule periodic meetings to review this MOU, as needed.
- f. Termination. This MOU may be terminated by either party upon a thirty (30) day written notice delivered via certified mail to the other party.

II. SELECTION AND RETENTION OF TASK FORCE MEMBERS

- a. The LEA will nominate POST Certified officers ("Task Force Candidates") for the Task Force that fit the criteria set forth by the TBI.
- b. The TBI will evaluate all nominations. The selection of Task Force Members will be at the sole discretion of the TBI.
- c. The TBI will conduct a thorough background check of all Task Force Candidates. It will be the same background check the TBI uses when evaluating prospective new TBI agents.
- d. Task Force Candidates who meet selection criteria and complete all required training will be considered "Task Force Members." Task Force Members will, without additional compensation (except overtime as required by law), perform the duties as determined by the Director of the TBI or his designee.
- e. Task Force Members will be closely monitored by the TBI. The TBI may remove any Task Force Member from the Task Force for any reason and will inform the LEA's point of contact of the removal of the Task Force Member from the Task Force.
- f. The LEA agrees to provide to the TBI, before designation of each Task Force Member and on an ongoing basis, with respect to each Task Force Member, any negative performance information, or other information that may call into question the Task Force Member's truthfulness or ability to testify in court.
- g. Upon selection, Task Force Members will be required to sign a copy of this MOU, agreeing to its terms, and a Non-disclosure Agreement ("NDA"). The Non-disclosure Agreement shall be in the form attached hereto as Exhibit A.
- h. A copy of this MOU and the signed NDA shall be kept at the LEA for review by Task Force Members at any time upon request.

III. TRAINING OF TASK FORCE MEMBERS

- a. The TBI may provide training regarding laws, policies, and procedures to selected Task Force Candidates. If training is provided, it will be at no cost to the LEA.
- b. TBI will furnish each Task Force Member with credentials designating them as a TBI Task Force Member

IV. TASK FORCE OPERATIONS

- a. The Task Force Member is not employed by the TBI. The Task Force Member is an employee of the LEA.
- b. The Task Force Members will retain any and all law enforcement authority that they have been conferred by the LEA by which they are employed.
- c. The Task Force Members shall use and maintain the same law enforcement equipment they use while performing their duties with the LEA including long guns, handguns, handcuffs and other similar equipment. The TBI has the right to inspect all law enforcement equipment used by Task Force Members and the TBI has the sole discretion to determine that each item of equipment is safe and appropriate for the business of the Task Force.
- d. The Task Force Member shall immediately return all TBI-issued equipment if any and identification/credentials when a Task Force Member terminates employment with the LEA or when they are no longer a Task Force Member.

V. COMPENSATION OF TASK FORCE MEMBERS

- a. The Task Force Members' salaries and benefits will be paid and provided by the LEA.
- b. TBI will reimburse to LEA up to \$10,000.00 in overtime costs per task force member per fiscal year. TBI's reimbursement is subject to funds availability. LEA shall submit the attached "Task

Force Reimbursement Request." Any additional overtime due to be paid to the Task Force Member shall be the responsibility of and shall be paid by the LEA.

c. Any state asset forfeitures will be divided equally and solely between participating LEA's, with the exception of TBI, after all legal process is concluded. Any federal asset forfeitures will be distributed to all participating agencies as dictated by regular federal protocols after all legal process is concluded.

VI. LIABILITY

a. The TBI does not employ any Task Force Member. Each Task Force Member is employed by the LEA.

b. Each Task Force Member is covered by Workers' Compensation coverage through the LEA.

c. Any liability incurred by the Task Force Member shall be borne by the LEA.

d. The LEA agrees to indemnify and hold harmless the TBI, from and after the date of the effective date of this MOU, from and against any losses or damages (including attorneys' fees) incurred by the TBI as a result of the negligence, misfeasance or malfeasance of any Task Force Member.

e. The LEA agrees to indemnify and hold harmless the TBI, from and after the date of the effective date of this MOU, from and against any losses or damages (including attorneys' fees) resulting from any injury to any Task Force Member incurred while working on Task Force business.

VII. TERM

a. This MOU becomes effective when approved by the TBI and the LEA as evidenced by the latest date of signature below and remains in effect for a period of one (1) year unless modified or terminated as defined under Section I. of this MOU.

b. This MOU will automatically renew for periods of one (1) year unless, prior to the date sixty (60) days before the end of the then-existing term, the party who wants to cease automatic renewal gives written notice of that fact to the other party.

VIII. POINTS OF CONTACT

TBI: David B. Rausch, TBI Director, 901 R.S. Gass Blvd., Nashville, TN 37216

LEA: Chief Dale Phipps, Kingsport Police Department, 200 Shelby Street Ste 108, Kingsport, TN 37660, Phone: (423) 229-9426, Fax: (423) 224-2786, Email: Dalephipps@kingsporttn.gov

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for \$26,000 from the Department of Justice FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

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

Action Form No.: AF- 238-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Police Department has ongoing grant opportunities with the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grants (JAG). We have been notified that we are eligible for approx. \$26,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technological improvements.

There are no matching fund requirements.

- Attachments:**
1. Resolution
2. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 Local Solicitation.

	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 A FISCAL YEAR 2023 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the city would like to apply for the Fiscal Year 2023 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program to purchase equipment and technology for the Kingsport Police Department; and

WHEREAS, the grant funds would be in the amount up to \$26,000.00, and there is no required local match; and

WHEREAS, certain documents must be completed and executed to apply for and receive the grant funds.

Now therefore,

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

SECTION I. That application for and receipt of a Fiscal Year 2023 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program in the amount of up to \$26,000.00 to purchase equipment and technology for the Kingsport Police Department is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Fiscal Year 2023 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program and any and all documents necessary and proper for such application and receipt of funds.

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 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Opportunity Number: O-BJA-2023-171790

Solicitation Release Date: June 30, 2023 12:00 PM ET

Application Grants.gov Deadline: August 24, 2023 8:59 PM ET

Application JustGrants Deadline: August 31, 2023 8:59 PM ET

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting state, local, and tribal jurisdictions' efforts to prevent or reduce crime and violence and to improve the fair administration of the justice system.

This solicitation incorporates guidance provided in the [OJP Grant Application Resource Guide](#) which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1– Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
C-BJA-2023-00105-PROD	Category 2– Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2023 JAG Program can be found at: <https://bjaj.ojp.gov/program/jag/fy-2023-allocations>.

Eligible allocations under the JAG Program are posted annually on the [JAG web page](#). See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday–Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation

close date.

Submission Information

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) and a **Disclosure of Lobbying Activities (SF-LLL)** form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

For technical assistance with submitting the SF-424 and an SF-LLL in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants application deadline.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 7 a.m. to 9 p.m. ET Monday–Friday and 9 a.m. to 5 p.m. ET on Saturday, Sunday, and federal holidays.

OJP encourages applicants to review, the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training. Applicants should maintain all receipts and confirmations received from SAM.gov, Grants.gov, JustGrants systems.

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Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states).

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

Statutory Authority: The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award

amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#) and click on their respective state and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2023 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.

2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include advancing justice system reform efforts, advancing racial equity and support for underserved communities, preventing and combating hate crimes, crime and violence reduction strategies, and community violence intervention (CVI) approaches. BJA encourages recipients of FY 2023 JAG funds to consider coordination with federal law enforcement agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Advancing Justice System Reform Efforts

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial bias and injustice and overly harsh sentences have swelled correctional populations which not only exacerbates distrust in the justice system, but also destabilizes the wellbeing of communities. To build strong, safe, and healthy communities, it is critical to address the underlying,

entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions must carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

Consistent with President Biden's [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety, and the [Safer America Plan](#), DOJ is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build community trust, alternatives to incarceration, community supervision reforms, support for mental health and substance use treatment services, community-driven programs and partnerships, and enhancing pretrial processes. Efforts to continue to address the backlog of court cases created during the pandemic would fall in this category. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Racial Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, DOJ is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, and to remove barriers to ensure equal opportunity for people of color and for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities.

BJA encourages JAG recipients to utilize funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety and efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, and indigent defense services. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to

provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Preventing and Combating Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, who they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language or concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the [U.S. Bureau of Justice Statistics' National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2021 and 2022, there were several attacks on houses of worship, threats against Historically Black Colleges and Universities, and increased attacks on Asian Americans. Though many jurisdictions are facing significant increases in hate crimes and hate incidents, [a recent research study and survey from the National Institute of Justice \(NIJ\)](#) indicates that many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

In September 2022, Attorney General Merrick Garland [announced that all 94 U.S. Attorneys' offices](#) would be implementing the United Against Hate Program and emphasized that eliminating hate and bias-motivated crimes is one of DOJ's top priorities, and combating hate crimes and promoting trust and accountability in law enforcement was one of the Department's priority goals for fiscal year 2023. BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, improve data collection and reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur.

This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) do so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at: [Hate Crime | Bureau of Justice Assistance \(ojp.gov\)](#).

Crime and Violence Reduction Strategies

The Biden–Harris Administration and DOJ have made crime and violence reduction a top priority. In May 2022, President Biden signed [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which states, “since early 2020, communities around the country have faced rising rates of violent crime, requiring law enforcement engagement at a time when law enforcement agencies are already confronting challenges of staffing shortages and low morale.” According to an analysis of 27 cities conducted by the Council on Criminal Justice, the number of homicides in 2022 declined 4 percent over 2021, yet the homicide rate remained 34 percent higher than 2019 levels. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund](#) indicate that as of December 31, 2022, 226 federal, state, tribal, and local law enforcement officers died in the line of duty in 2022. Line-of-duty-related deaths continue to be a top concern. Sixty-four law enforcement officers were killed feloniously by firearms in 2022, which is an increase over the historical number of deaths by gunfire seen in the prior decade (2010–2020 saw an average of 53).

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention, bolster the security of at-risk places of worship such as synagogues, churches, and mosques, provide

security for prosecutors and elections, enhanced community policing and crime prevention, enforcement of commonsense gun laws, and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Community Based Violence Intervention (CVI) Approaches

In April 2021, the [Biden–Harris Administration announced historic investments in CVI](#) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. On February 16, 2023, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP’s [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that DOJ’s approach to disrupting violent crime is: “centered on our partnerships – both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our approach is centered on building public trust. We know that we cannot do our jobs effectively without the trust of the communities we serve. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts towards those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines – all toward one goal: the goal of making our communities safer.”

BJA encourages JAG recipients to invest JAG funds to tailor programs to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies typically focus on high-risk individuals and gang and gun violence as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically provided to them such as behavioral health support, employment access, housing advocacy, and family support. More information on CVI strategies is available through [BJA’s National Training and Technical Assistance Center \(NTTAC\)](#) and on [BJA’s website](#) at: <https://bja.ojp.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to partner with organizations with existing CVI strategies to support and enhance those programs, which may include organizations funded under OJP’s Community Based Violence Intervention and Prevention Initiative (CVIPI). To identify and learn

more about existing CVIPI grantees, review [OJP's CVIPI web page](#) and FY 2022 CVIPI award information. In addition, jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#).

Additional Uses of JAG Funds

JAG funds awarded under this FY 2023 solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce, with a focus on gender and racial diversity.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Promote data sharing and sex offender monitoring.

Additionally, JAG funds awarded under this FY 2023 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

Limitations on the Use of JAG funds

Administrative Costs — Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting — JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds — Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG — The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Other Program Requirements

A unit of local government that applies for and receives an FY 2023 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs) — ERPOs must include, at a minimum—

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in

federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive and procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.

4. Penalties for abuse of the program.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2023 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2023 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG - Body-Worn Camera \(BWC\) Policy Certification](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award

recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPPI). BWCPPI allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (<https://cjtcc.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2023 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG - Body Armor Mandatory Wear Policy Certification](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed

subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP webpage](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Death in Custody Reporting Act (DCRA) — The Death in Custody Reporting Act of 2013 (Public Law 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). To comply with DCRA, JAG State Administering Agencies (SAAs) are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies and submitting the data to BJA. Units of local government are strongly encouraged to cooperate with DCRA data collection efforts within their state.

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2023 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirements.

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity & Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders, and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2023 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2023 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1

violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years” (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI’s NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2023 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS — FBI](#).

Goals, Objectives, and Deliverables

Goals

In general, the FY 2023 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice and civil proceedings.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

A unit of local government that receives an FY 2023 JAG award will be required to produce various types of reports including quarterly performance reports in BJA’s Performance Measurement Tool (PMT), quarterly financial reports in JustGrants, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work’s results, as discussed in the Application and Submission Information section.

Evidence-Based Programs

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information and applicable documentation to be included in the application, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

General Guidance for Federal Award

Anticipated number of awards BJA expects to make: 1296

Anticipated maximum dollar amount for each award: \$4,660,745

Period of performance start date: October 1, 2022

Period of performance duration: 24 - 48 months

Anticipated Total amount to be awarded under solicitation: \$102,778,619

Category 1 — Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1— Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
	Category				

C-BA-2023-00105-PROD	2–Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48
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Awards, Amounts and Durations

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Availability of Funds

This solicitation, and awards under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY23 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Application and Submission Information

Content of Application Submission

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.” the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A brief Proposal Abstract (no more than 100 words), which concisely describes the intended use of JAG funds, must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of _____ will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of _____ will use JAG funds to hire credible messengers as part of a community based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of _____ and _____ will use JAG funds for technology improvements and equipment. Specifically, the county of _____ will use JAG funds to replace its records management system in order to transition to NIBRS, and the city of _____ will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1 — Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government’s strategy/funding priorities for the FY 2023 JAG funds, the subaward process (if applicable, including dispartes) and

timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measure information is included as a notification that award recipients will be required to submit performance data as part of each award's reporting requirements. Some measures are presented as examples, while others are the exact measures that every recipient will be expected to address.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" discussion. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

A list of performance measure questions for this program can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this

review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semi-annual performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

If applicable, the applicant will upload their indirect cost rate agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and upload it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Memorandum of Understanding (if applicable)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

OJP will not deny an application for an FY 2023 award if the recipient does not submit a properly executed MOU by the application deadline, but the award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits the properly executed MOU.

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled “Other Program Requirements.” The most up-to-date certification form can be found at: <https://bja.ojp.gov/doc/fy-23-local-jag-ce-certification.pdf>.

Disclosure and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. Once the applicant submits in Grants.gov, this information will pre-pend into JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards, or is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) additional information.

How to Apply

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step

process via Grants.gov and JustGrants.

Step 1: After registering with SAM, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html> by the Grants.gov deadline. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

Step 2: The applicant must then submit the **full application** including attachments in JustGrants at JustGrants.usdoj.gov by the JustGrants deadline.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from DIAMD-NoReply@usdoj.gov with instructions on how to create a JustGrants account. Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted.

Submit the complete application package in JustGrants at least 24 – 48 hours prior to the JustGrants deadline. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 8/24/2023 8:59 PM, ET.

The **full application** must be submitted in JustGrants by 8/31/2023 8:59 PM, ET.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates with sufficient time to correct any errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration process in sufficient

time (i.e., waiting until the date identified in this solicitation) is not an acceptable reason for late submission.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application

OJP will only consider a request to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented application submission.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes a tracking number generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks; and for this reason, applicants are encouraged to email the appropriate service desk, even if they also intend to call the service desk for phone support. Experiencing wait times for phone support does not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov - contact the [SAM Help Desk \(Federal Service Desk\)](#), Monday – Friday from 8 a.m. to 8 p.m. ET at 866-606-8220.
- Grants.gov - contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants - contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday – Friday from 7 a.m. to 9 p.m. ET and Saturday, Sunday, and Federal holidays from 9 a.m. to 5 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must -

- describe the technical difficulties experienced,
- include a timeline of the applicant's submission efforts (e.g., date and time the

- error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded),
- include an attachment of the complete grant application and all the required documentation and materials,
- include the applicant's Unique Entity Identifier (UEI), and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue or that does not submit a waiver request within the required time period will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant may review and comment on any information about its organization that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant entity.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30th. See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “Program Description” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports - Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1 — Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), and contact information for Grants.gov and JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Application Checklist

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Formula Program - Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference the [OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov:

- Acquire or renew your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant Application Resource Guide](#))

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s)
- Select the correct Competition ID
- Access the funding opportunity and application package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2023 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Review Eligibility Requirement: Review the Eligibility section on the cover page and

Eligibility Information section in the solicitation.

Application Step 1

Submit the **SF-424** and **SF-LLL** in Grants.gov

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov**
- Submit Intergovernmental Review (if applicable)

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- a submission receipt
- a validation receipt
- a grantor agency retrieval receipt
- an agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants

Application Step 2

Submit the following information in JustGrants

Application Components

- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application](#)

- [Resource Guide](#))
- Memorandum of Understanding (if applicable)
- [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Review, Certify and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received:

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [OJP Grant Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[OJP Grant Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training Page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists and other resources to help applicants complete an application.

[Virtual Q&A Sessions](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Signatory Authority Form allowing the Chief of Police or his Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2023.

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

Action Form No.: AF- 239-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The U.S. Department of Justice now requires grant acceptance, application, and grant reporting to occur solely online (electronically). Additionally, the U.S. Department of Justice requires that the authorized representative or their formal designee complete and accept an application as well as, if awarded, annual/semi-annual and/or quarterly documents for grant reporting purposes. Such application and any acceptance conditions would be reviewed and approved by the city attorney and signed in hard copy by the mayor before electronic submission by the chief of police or designee. Information regarding the formal delegation of such authority must be placed in a file and available on-site for immediate review if requested.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program requires a Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority to sign grant documents required for reporting as contracted on behalf of the city for an equipment and technology grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Signature Authority Consent Form for contracts, invoices, and other documents with the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program for an equipment and technology grant.

SECTION II. That the mayor is authorized to designate the chief of police as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program.

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 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Amending FY the 2022/2023 Agreements for the Appalachia Service Project, Inc. and CASA for Kids

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

Action Form No.: AF-220-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:

Approval of the Resolution

Executive Summary:

According to the FY 2022/2023 Agreement between the City of Kingsport and the Appalachia Service Project, Inc. the term to which funding is allocated, has expired. Due to do the impact of the COVID-19 pandemic and supply chain issues, and since the organization has showed adequate progress in completing past projects successfully, the Community Development Advisory Committee (CDAC) requests the BMA approve the attached resolution to grant an extension to the term of the agreement through August 30, 2023.

Additionally, the FY 2022/2023 Agreement between the City of Kingsport and CASA for Kids has expired. The CDAC recommends that the remaining \$6,577.60 be extended into the FY 2023/2024 grant term, in lieu of additional funding, with an expiration date of June 30, 2024.

Attachments:

- 1. Resolution
- 2. Support Documents
- 3. Requests from Grantees

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

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FISCAL YEAR 2022-2023 CDBG SUB-RECIPIENT AGREEMENTS WITH APPALACHIA SERVICE PROJECT, INC. AND CASA FOR KIDS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECUTATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the City of Kingsport has entered into an agreement with Appalachia Service Project, Inc. for the provision of Community Development Block Grant funding for FY 2022-2023; and

WHEREAS, Appalachia Service Project, Inc. has requested to extend the 2022-2023 agreement grant term outlined in the agreement through August 30, 2023; and

WHEREAS, the City of Kingsport has entered into an agreement with the CASA for Kids for the provision of Community Development Block Grant funding for FY 2022-2023; and

WHEREAS, CASA for Kids has requested to extend the 2022-2023 Agreement grant term outlined in the agreement through June 30, 2024.

Now therefore,

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

SECTION I. That an amendment to the agreement between Appalachia Service Project, Inc., and the City of Kingsport extending the term through August 30, 2023 is approved.

SECTION II. That an amendment to the agreement between CASA for Kids and the City of Kingsport extending the term through June 30, 2024 is approved.

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, an amendment to the agreements with Appalachian Service Project, Inc., and CASA for Kids as well as all other documents necessary and proper to effectuate the purpose of the agreements or this resolution.

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

SECTION 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 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



SULLIVAN and HAWKINS COUNTIES

June 20, 2023

Michael Price
 City of Kingsport
 Office of Housing and Community Development
 415 Broad Street
 Kingsport, Tennessee 37660

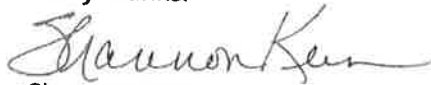
Michael,

CASA for Kids, Inc. respectfully requests an extension of our contract for FY 2022-2023 by two months (July and August) to expend the remaining balance of \$6,589.59. Please see items below for consideration of spend down:

Description	Cost
Volunteer Recruitment Campaign Digital + Print Package by Six Rivers Media for two months (July and August) -50,000 digital website impressions/mo. Email campaign sent to 30,000 subscribers with 2 Quarter Page ads (1 per month includes free month) Promoting CASA for Kids, Inc. serving Sullivan and Hawkins Counties	\$3,800.00
Yard Signs - Volunteer Recruitment 25 signs at approximately \$12.00/each	\$300.00
Presentation Folders (2 pocket) supplying information on CASA at local Community Speaking Engagements - 500 folders at approximately \$2.50 each	\$1,250.00
Program Copier Lease/Maintenance	\$427.60
Program Supplies (Copy paper, two-prong file folders, printer cartridges, post it notes, notebooks for volunteer training) approximately \$800.00	\$800.00
Total Expenditures	\$6,577.60

Consideration of this request would be most appreciated as we anticipate new referrals during the remainder of June and going forward into July and August for the coming fiscal year.

Many thanks!


 Shannon Kern
 Interim Executive Director



CASA for Kids, Inc. • 310 Shelby Street • Kingsport, TN 37660
 Program Services: Hawkins County 423-293-0328
 Kingsport / Administration 423-247-1161 • www.casa4kidsinc.org



AMENDMENT TO GRANT CONTRACT

This Amendment ("Amendment") extends the Grant Agreement and all applicable documents ("Agreement") between City of Kingsport, Tennessee ("City") and CASA for Kids, Inc. (herein "Subrecipient"). Notwithstanding any provision in the Agreement the language in this Amendment takes precedence over all other terms, conditions or language to the contrary, and the Agreement and this Amendment shall not be construed to create any ambiguity, it being the intent of the parties that this Amendment shall control. Accordingly, the Agreement is amended as follows:

As referenced in FY 2022/2023 Agreement, Attachments "B" and "D" – Contract Completion Date is hereby extended through June 30, 2024.

CASA for Kids, Inc.

CITY OF KINGSPORT, TENNESSEE

Printed Name, Title.

Patrick W. Shull, Mayor, City of Kingsport

Date: _____

Date: _____

Attest:

City Recorder

Approved as to form:

City Attorney

Appalachia Service Project, Inc.

4523 Bristol Hwy

Johnson City, TN 37601

22 May 2023

Michael Price

City of Kingsport

415 Broad Street

Kingsport, TN 37660

Dear Mr. Price,

Appalachia Service Project, Inc. is requesting an extension of our CDBG contract dated 9/22/2022. This extension will allow for the completion of one additional home repair project in the City of Kingsport. To allow for thorough project management, we request the deadline be extended to the date of 8/22/2023.

Sincerely,

Rose Chelednik

Tri-Cities Home Repair Program Coordinator

(423)218-7134

Rose.chelednik@asphome.org

AMENDMENT TO GRANT CONTRACT

This Amendment ("Amendment") extends the Grant Agreement and all applicable documents ("Agreement") between City of Kingsport, Tennessee ("City") and Appalachia Service Project, Inc. (herein "Subrecipient"). Notwithstanding any provision in the Agreement the language in this Amendment takes precedence over all other terms, conditions or language to the contrary, and the Agreement and this Amendment shall not be construed to create any ambiguity, it being the intent of the parties that this Amendment shall control. Accordingly, the Agreement is amended as follows:

As referenced in FY 2022/2023 Agreement, Attachments "B" and "D" – Contract Completion Date is hereby extended through August 30, 2023.

Appalachia Service Project, Inc.

CITY OF KINGSPORT, TENNESSEE

Printed Name, Title.

Patrick W. Shull, Mayor, City of Kingsport

Date: _____

Date: _____

Attest:

City Recorder

Approved as to form:

City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Approve Addendum 9 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools, and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-243-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the Resolution.

Executive Summary:
On January 21, 2020, the board adopted Resolution No. 2020-118, which approved an agreement with ESS South Central, LLC, (f/k/a ESS Southeast, LLC), for substitute staffing services for Kingsport City Schools. The administration recommends approval of an addendum to continue those services for FY24.

ESS South Central, LLC specializes in providing qualified staff for positions such as substitute teachers and other school support staff for daily, long-term, and permanent assignments.

Funding for this service comes from General Purpose School Fund.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on January 21, 2020, the board adopted Resolution No. 2020-118, authorizing the mayor to sign a staffing services agreement with ESS South Central, LLC (f/k/a ESS Southeast, LLC) for substitute staffing services for the Kingsport City Schools; and

WHEREAS, over the course of the agreement with ESS South Central LLC there have been numerous addendums to the original agreement which addressed changes to the staffing services provided; and

WHEREAS, Kingsport City Schools desires to amend the agreement once again in order to extend the contract for another school year with ESS South Central LLC to provide staffing; and

WHEREAS, the increased pricing in the agreement is accepted; and

WHEREAS, the cost for this additional substitute classification will be paid with funds in General Purpose School Fund.

Now therefore,

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

SECTION I. That Addendum 9 to the agreement with ESS South Central, LLC, 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 ESS South Central, LLC, 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:

ADDENDUM 9

This is an Addendum to the Agreement between the **Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS South Central, LLC** (the "Company") for the services of Substitute Teachers and Staff:

WHEREAS, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2023;

WHEREAS, LEA and Company are desirous of extending the term of the Agreement through June 30, 2024 with the provisions set forth below;

Now, therefore, based upon the exchange of good and valuable consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2023 through June 30, 2023;
2. Effective July 1, 2023, the following positions and rates are added in Exhibit A:

Position	Pay Rate	Bill Rate	Rule
ECLC (Early Childhood) Teacher positions	\$11.50	\$14.66	per hour
ECLC (Early Childhood) Assistant positions	\$11.50	\$14.66	per hour

3. Except as specifically and explicitly set forth herein, all other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.
 [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 set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of July, 2023.

 PATRICK W. SHULL, MAYOR

ATTEST:

 ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

 RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Accept Donations from Ballad Health for John Sevier Middle School’s Reset Room

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

Action Form No.: AF-221-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the Resolution.

Executive Summary:
Ballad Health has committed a \$4,300.00 one-time donation to set up a reset room at John Sevier Middle School. Ballad plans to support ongoing needs related to the room throughout the school year as items are used. For example, coloring books, Play-Doh, fidget toys, etc. may need to be replaced/replenished or even added. The school will provide Ballad with utilization data at the conclusion of each nine week learning period and should be able to include a needs list for items in the report. The replenishments will be for smaller amounts than the initial investment.

The Board of Education recommends accepting the donation.

Attachments:
1. Resolution
2. Agreement

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM BALLAD HEALTH ON BEHALF OF JOHN SEVIER MIDDLE SCHOOL AND AUTHORIZING THE DIRECTOR OF SCHOOLS TO ACCEPT FUTURE DONATIONS AND SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, Ballard Health has committed a \$4,300.00 one-time donation to set up a reset room at John Sevier Middle School; and

WHEREAS, Ballard plans to support ongoing needs related to the room throughout the school year as items are used by providing smaller amounts than the initial investment for replenishments/replacements of items such as coloring books, Play-Doh, fidget toys, etc.; and

WHEREAS, the Board of Education agreed to accept the donation on July 11, 2023.

Now therefore,

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

SECTION I. That the Ballard Health donation of \$4,300.00 is accepted on behalf of John Sevier Middle School.

SECTION II. That the Director of Schools is authorized to accept future donations in an amount not to exceed \$15,000 from Ballard Health for the Reset Room at John Sevier Middle School and in consultation with the city attorney to execute any documents necessary and proper to accept the donation or to effectuate the purpose of this resolution.

SECTION III. That the board finds 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 18th of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Renew the MOU with Camelot Care Centers for Kingsport City Schools and Authorizing the Mayor to Execute All Applicable Documents

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

Action Form No.: AF-229-2023
Work Session: N/A
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:

Approve the resolution.

Executive Summary:

The administration requests to renew the Memorandum of Understanding with Camelot Care Centers, Inc., for the 2023-2024 School Year to ensure the continuation of current behavioral health and counseling services provided to all students at Kingsport City Schools.

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. Camelot will again have eleven counselors in the system in order to ensure they can continue to meet the needs of the students, while eliminating the disruption to the educational process by allowing counselors to meet with students at the school facility instead of offsite.

The contract total is a not to exceed contract amount of \$198,000.00 for the 2023-2024 school year.

Funding for this contract will come from the following: General Purpose Fund (\$46,000) Account# 141-7250-773.03-99, ESSER 3.0 Funds (\$36,000) Account# 142-7250-773.03-99 MH2231, Safe Schools Grant Funds (\$98,000) Account# 141-7250-773.03-99 SSA024, and Coordinated School Health Program (\$18,000) Account# 141-7250-772.03-99 CSH024.

The Board of Education approved this motion on July 11, 2023.

Attachments:

Resolution

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

Item XII9.

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS, INC. FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, Kingsport City Schools currently receives services from Camelot Care Centers, Inc., for behavioral and consulting services provided to students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services provided by Camelot Care Center, Inc., shall not exceed \$198,000.00, and funding is available in account General Purpose Fund (\$46,000) Account# 141-7250-773.03-99, ESSER 3.0 Funds (\$36,000) Account# 142-7250-773.03-99 MH2231, Safe Schools Grant Funds (\$98,000) Account# 141-7250-773.03-99 SSA024, and Coordinated School Health Program (\$18,000) Account# 141-7250-772.03-99 CSH024; and

WHEREAS, the Board of Education approved the MOU on July 11, 2023.

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Camelot Care Centers, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, a memorandum of understanding with Camelot Care Centers, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the memorandum of understanding being as follows:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into on this 19th 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: Dobyms-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.

Expectations of Provider:

 - f. Provide clinically competent services within the dynamics of a school milieu.
 - g. Be accountable for its staff involved in the provision of services at School.
 - h. Provide all staff supplies and equipment needed for the provision of services at School.
 - i. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
 - j. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.
 6. 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.
 7. 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.
 8. 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.
 9. 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.

10. 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."
11. 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.
12. 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.
13. 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
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
14. 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.
15. 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.

16. 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.
17. 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.
18. 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).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written 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 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Adopt the City Manager’s Determination that Dome Technology as a Sole Source Sub-Contractor for the Buck Van Huss Dome Renovation Project

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

Action Form No.: AF-232-2023
Work Session: N/A
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the Resolution.

Executive Summary:
The Board of Education recommends Dome Technology be declared a Sole Source Sub-Contractor for the Buck Van Huss Dome Renovation and Associated Work at Dobyms-Bennett High School.

Soon after the original recommendation by Thompson & Litton and Spoden Wilson Engineers to restrict occupancy of the Dome last summer, a search for a subject expert led the team to Dome Technology. Their initial involvement confirmed the original recommendation and then pivoted to providing a solution. Their involvement with the project has proven invaluable due to their depth of knowledge and experience with similar structures throughout the United States.

The city manager has determined that Dome Technology, LLC is the only source for the required service or construction item to correct the structural deficiencies identified in the Buck Van Huss Dome.

Code of Ordinance Sec 2-599 states that a contract may be awarded for a supply, equipment, service, or construction item without competition when the city manager, or designee, determines in writing that there is only one source for the required supply, equipment, service or construction item. The city manager, or designee, may, by regulation, establish specific categories of supplies, equipment, services, or construction items as sole source items, but the failure to so designate shall not prevent the city manager from declaring a sole source.

Attachments:
Resolution

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

Item XII10.

RESOLUTION NO. _____

A RESOLUTION DECLARING DOME TECHNOLOGY, LLC AS A
SOLE SOURCE SUB-CONTRACTOR FOR THE BUCK VAN
HUSS DOME RENOVATION PROJECT

WHEREAS, in the summer of 2022 structural deficiencies were identified in the dome structure of the Buck Van Huss Dome located on the Dobyns-Bennett High School campus; and

WHEREAS, the dome structure is of a unique design commonly referred to a lamella dome; and

WHEREAS, based on discussions with architectural and engineering professionals it has been determined that particular expertise is needed to properly retrofit the dome to correct the deficiencies; and

WHEREAS, Kingsport Code of Ordinances § 2-599 states that a contract may be awarded for a supply, equipment, service or construction item without competition when the city manager, or designee, determines in writing that there is only one source for the required supply, equipment, service or construction item; and

WHEREAS, the city manager has determined that pursuant to Kingsport Code of Ordinances § 2-599 Dome Technology is the only source for the required service or construction item; and

WHEREAS, the Kingsport Board of Education recommended this determination at its meeting on July 11th, 2023.

Now therefore,

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

SECTION I. That the above statements are incorporated herein by reference and that the board adopts the determination of the City Manager that Dome Technology is the only source for the required service or construction item .

SECTION II. That the declaration of sole source will be included in the bid documents and required by the awarded General Contractor.

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 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

Item XII10.

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-230-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

The administration desires to enter into an agreement for the purpose of continuing current services provided by Frontier Health/Holston Children and Youth Services for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students. The SY23 contract total was \$168,000.00. The contract total for SY24 is \$130,000. One position previously provided by Frontier Health is now a KCS position funded in School's GP accounts.

Funding for this agreement is contained in General Purpose fund 141-7250-773.03-99.

The Board of Education approved this motion on July 11, 2023.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools currently receives services from Frontier Health/Holston Children and Youth Services for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services shall not exceed \$130,000.00, and funding is available in account 141-7250-773.03-99; and

WHEREAS, the Board of Education approved this motion on July 11, 2023.

Now therefore,

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

SECTION I. That an agreement with Holston Children and Youth Services/Frontier Health is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, the agreement with Frontier Health/Holston Children and Youth Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**FRONTIER HEALTH
Holston Children and Youth Services
And
City of Kingsport for
KINGSPORT CITY SCHOOLS
CONTRACTUAL AGREEMENT
Local Program
SY 2023-2024**

PARTIES:

Holston Children and Youth Services/Frontier Health (FH) and the City of Kingsport for its Kingsport City Schools (herein Kingsport City School System of Kingsport Board of Education) are the parties to this contract (herein Contract) for alcohol and drug prevention, behavioral health interventions, and student assistance services.

CONTRACT:

For, and in consideration of mutual advantages occurring to each of the parties hereto, said parties have agreed and do hereby obligate and bind themselves as follows:

- A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.
- B. Counseling services will be provided on a full-time basis with the following guidelines:
 - a. Student Assistance Counselors will be available at John Sevier and Ross N. Robinson Middle Schools for four (4.5) days per week (36 hours) or 65% of their time dedicated to

the school system with allowance for billing third party sources as deemed medically necessary at 35% of their time.

- b. One Masters level School Wide Behavioral Therapist will be available to the school system for any school needing specialized services working with any student in the school population and with the two current school behaviorists for four and a half (4.5) days per week (36 hours) or 70% of their time dedicated to the school system with allowance for billing third party sources as deemed medically necessary at 30% of their time.
 - c. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students.
 - d. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to insure student safety and well-being.
- C. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City School System.
 - D. Payment for services described in section B will be \$130,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City School System for FH staff to bill third party payer sources as appropriate for additional clinical services as deemed medically necessary.
 - E. The contract sum is to be paid in three installments.
 - F. Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education.
 - G. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services.
 - H. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract.
 - I. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract.
 - J. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.
 - K. Frontier Health will fully comply and require its contractors and agents to fully comply with the requirements contained in Tenn. Code Ann. § 49-5-413(d) pertaining to required background checks for individuals, who will have direct contact with school children or a child care center or have access to the grounds of a school when children are present. Frontier Health will have mandatory background checks as set out in the statute, and Frontier Health has a duty to require such individuals 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 to enter school grounds. Frontier Health agrees that no employee or contractor of vendor to whom Tenn. Code Ann. § 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 of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
 - (i.) A sexual offense or a violent se Item XII11. s defined in T.C.A. § 40-39-202;

- (ii.) Any offense in title 39, chapter 13 (offenses against persons);
- (iii.) T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson);
- (iv.) T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- (v.) T.C.A. §§39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
- (vi.) T.C.A. § 39-17-417 (controlled substances offenses)
- (vii.) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- (viii.) Any other offense in title 39, chapter 17, part 13 (weapons).

Frontier Health shall certify in writing to District that all employees of Frontier Health or its contractors providing services to students or entering on school grounds when children are present have successfully completed the required background check or otherwise complied with Tenn. Code Ann. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualifications under Tenn. Code Ann. § 49-5-413(d).

ASSURANCES:

Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Contract:

- A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
- B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.

OTHER PROVISIONS:

- A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the Contract shall not be binding unless assented to by all parties in writing.
- B. This Contract shall be effective as of July 1, 2023 through June 30, 2024.
- C. This Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination. In that event, FH shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
- D. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement, and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

IN **WITNESS WHEREOF**, this Contract is executed by the parties through their authorized officers or representatives.

{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 18th day of July, 2023.

PATRICK W. SHULL, Mayor

ATTEST

ANGIE MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Purchase ContentKeeper for Kingsport City Schools from Central Technologies Using TIPS Cooperative Purchasing

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

Action Form No.: AF-236-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the Resolution.

Executive Summary:
The administration recommends utilizing the TIPS-USA Cooperative Purchasing Agreement for the purchase of ContentKeeper, a new content filtering solution for Kingsport City Schools from Central Technologies. The one-year total cost is \$85,997.45.

Our decision to switch to ContentKeeper stems from the need to address the network issues and management difficulties we faced with our current system, as well as the desire to enhance security. ContentKeeper offers a more robust and efficient approach than our current system. The new solution's ability to handle high network traffic, improved security measures, and user-friendly interface make it a suitable choice for Kingsport City Schools.

Funding is available in School Technology General Purpose Fund.

The Board of Education approved this motion on July 11, 2023.

Attachments:
1. Resolution
2. Quote

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CENTRAL TECHNOLOGIES FOR CONTENTKEEPER FOR KINGSPORT CITY SCHOOLS

WHEREAS, the city entered into an agreement with The Interlocal Purchasing System (TIPS) Program for cooperative purchasing in December 2022; and

WHEREAS, T.C.A. § 12-3-1205(b)(2) authorizes any local government to participate in a cooperative purchasing master agreement by adopting a resolution accepting its terms. If a participant to the master agreement is required to advertise and receive bids, it is sufficient that the purchasing entity complied with its own requirements. The participant is required to acquire and maintain documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, by utilizing the TIPS-USA Contract 230105, the city can purchase ContentKeeper, a new filtering solution, for Kingsport City Schools at a one-year total cost of \$85,997.45; and

WHEREAS, the Board of Education approved this action on July 11, 2023; and

WHEREAS, funding for this project will be from FY24 School General Purpose budget.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order to Central Technologies, Inc., for ContentKeeper for Kingsport City Schools in the amount of \$85,997.45, which will be funded by the FY24 School General Purpose budget, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



We have prepared a quote for you

ContentKeeper 1 Yr

Quote # 015936
Version 1

Prepared for:

Kingsport City Schools

Andy Arnold
ayarnold@k12k.com


Item XII12.

1 Yr

Description	Price	Qty	Ext. Price
CKWFPLAT-7000- CK Web Filtering and Security Platform License 9999-1YR-E	\$2.55	7000	\$17,850.00
CKRC-7000-9999- ReportCentral Module License 1YR-E	\$0.41	7000	\$2,870.00
CKAPD-7000- App Defender Module License (Optional) 9999-1YR-E	\$1.02	7000	\$7,140.00
8G-DDC-SGS-FR 8G-DDC-SGS-FR Hybrid Gateway Solution - w/ 3yr Warranty	\$56,187.45	1	\$56,187.45
CKP-E CK Professional Services	\$1,950.00	1	\$1,950.00
Subtotal:			\$85,997.45

Purchasing Vehicle

Description	Qty
TIPS-USA TIPS-USA CONTRACT - 230105 - Technology Solutions CONTRACT - 230105	1

 Statement of Work

Notes:

8G-DDC-SGS-FR Hybrid Gateway Solution Supports 10-12Gbps and
 Includes:
 (1) CK1-LA4-G2-SG0R08-4T
 Reporter/Web Filter Appliance with 3 Year WTY
 (1) CK1-LA4-G2-LB4440
 Load Balancing Appliance with 3 Year WTY
 (1) CK1-LA4-G2-LB2440
 Load Balancing Appliance with 3 Year WTY
 (3) CK1-LA4-G2-SG4008
 Web Filter Appliance with 3 Year WTY

Item XII12.



ContentKeeper 1 Yr

Prepared by:

Knoxville HQ

Joe Alissandrello
423-580-3322
joe@centralinc.com

Prepared for:

Kingsport City Schools

400 Clinchfield Street
Suite 200
Kingsport, TN 37660
Andy Arnold
(423) 341-3621
ayarnold@k12k.com

Quote Information:

Quote #: 015936


Version: 1
Delivery Date: 06/20/2023
Expiration Date: 07/31/2023

Quote Summary

Description	Amount
1 Yr	\$85,997.45
Total: \$85,997.45	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Knoxville HQ

Signature: 
Name: Joe Alissandrello
Title: Senior Account Manager
Date: 06/20/2023

Kingsport City Schools

Signature: _____
Name: Andy Arnold
Date: _____



AGENDA ACTION FORM

Consideration of a Resolution to Designate Signatory Authority for MS4 Annual Reporting and Overflow Reporting in MyTDEC Portal

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

Action Form No.: AF-214-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: C. Austin
Presentation By: Ryan McReynolds

Recommendation:
Approve Resolution.

Executive Summary:
The Tennessee Department of Environment & Conservation (TDEC) is now using an online portal, MyTDEC, for all water, wastewater, and stormwater reporting activities. The mayor acts as the Chief Officer and is required to sign various reports that must be sent to TDEC.

Signatory authority can be designated to members of staff for certain reports, such as the Stormwater MS4 (Municipal Separate Storm Sewer System). Annual Report and Sewer Overflow Reports. Staff is asking for signatory authority designation to be given to members of staff in the Utilities Department so that the reports can be prepared and submitted to TDEC in a timely fashion.

- Attachments:**
1. Resolution
2. Signatory Authority Letter to TDEC

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING VARIOIUS WATER DEPARTMENT EMPLOYEES AS AUTHORIZED TO EXECUTE MS4 ANNUAL REPORTING AND SEWER OVERFLOW REPORTING REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DIVISION OF WATER RESOURCES

WHEREAS, the Tennessee Department of Environment and Conservation (TDEC) has implemented an online portal for all water, wastewater, and stormwater reporting activities; and

WHEREAS, the mayor is required to sign various reports that must be sent to TDEC's Division of Water Resources; and

WHEREAS, TDEC will accept reports such as annual MS4 reporting and overflow reporting which are signed by the mayor's designee as specified on a Signature Authority Consent Form.

Now therefore,

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

SECTION I. That the mayor is authorized to designate various water department employees as his designee to complete and execute overflow reports and annual reporting as required by the Tennessee Department of Environment and Conservation Division of Water Resources and to execute all documents necessary and proper to effectuate the designation.

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 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



July 18, 2023

Tennessee Division of Water Resources
ATTN: Water-Based Systems Unit
William R. Snodgrass TN Tower, 11th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243-1534

Subject: Signatory Authority for MS4 Annual Reporting for City of Kingsport (TNS075388)

To whom it may concern,

In accordance with the 40 C.F.R Part 122.22(a) and the State of Tennessee Subscriber Agreement for the MyTDEC Portal for MS4 Annual Reporting and Sewer Overflow Reporting, I, Patrick W. Shull, authorize Chad Austin, Amanda McMullen, Will Stallard, Harris Darby, and Alys Dobbins by my powers as the "Reporter" per Part I of the MyTDEC Forms Subscriber Agreement to be a "Signatory Authority" for the City of Kingsport.

Per Part III of the MyTDEC Forms Subscriber Agreement, I as the "Reporter" and my designated "Signatory Authority" hold all legal responsibility of the system and that all reports are subject to approval and question by the State of Tennessee Department of Environment and Conservation-Water Resource Division.

Should any further information not contained in this letter or the MyTDEC Forms Subscriber Agreement be required, you may contact myself at (423) 229-9400.

Sincerely,

Patrick W. Shull, Mayor
City of Kingsport

Utilities Department
1113 Konnarock Rd | Kingsport, TN 37664 | P: 423-229-9454

www.kingsporttn.gov

Clean Water

Public Utility
Item XII13.

Serving Citizens



AGENDA ACTION FORM

Consideration of a Resolution to Renew the Kingsport Art Guild Lease at the Kingsport Renaissance Center

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

Action Form No.: AF-209-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Kristie Leonard
Presentation By: Michael Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will renew a lease with the Kingsport Art Guild for 1,316sqft of space further described as offices in rooms 212-219 and an art studio in room 313 located at the Kingsport Renaissance Center.

The Kingsport Art Guilds mission is, “to create opportunities for our members and the greater Kingsport community to experience and showcase the visual arts through instructional classes, educational lectures, special events and exhibitions”. Most recently the Art Guild held Paint Kingsport! – A Plein Art Competition.

The Kingsport Art Guild has been a tenant of the city facility for many years and would like to continue its relationship with the city to provide art opportunities throughout the greater Kingsport community. The lease payment is \$4,533.21 annually. The term of the lease is 1 year with an option for 3 successive renewal terms.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE
KINGSPORT ART GUILD AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THE AGREEMENT

WHEREAS, the Kingsport Art Guild currently leases approximately 1,316 square feet of space in the Kingsport Renaissance Center; and

WHEREAS, the Kingsport Art Guild would like to renew its lease Agreement; and

WHEREAS, the initial lease term will run through June 30, 2024, with options for three successive one year renewal terms, with the rent being \$5,843.75 per year payable in monthly installments of \$486.98 on the first day of each calendar month.

Now therefore,

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

SECTION I. That the Lease Agreement with the Kingsport Art Guild is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease agreement with Kingsport Art Guild and all other documents necessary and proper to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**RENAISSANCE CENTER – KINGSPORT ART GUILD
LEASE AGREEMENT**

THIS LEASE made and entered into as of this, the _____ day of July, 2023, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Kingsport Art Guild, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, one thousand three hundred and sixteen square feet (1,316 sq ft) of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. **Term.** The term of this Lease shall be from July 1, 2023, through June 30, 2024. The Parties shall have the option to renew this Lease for three (3) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants, and conditions hereof; except (a) there shall be no further renewal right after the expiration of said third and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on June 30, 2024, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal

options as set out in this paragraph, the final renewal will expire on June 30, 2026. This Lease may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of such termination.

3. **Use.** Tenant shall use the Premises for Kingsport Art Guild, including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of five thousand eight hundred forty-three dollars and 75/100 (\$5,843.75) payable in monthly installments of four hundred eighty-six dollars and 98/100 (\$486.98), in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on July 1, 2023. Tenant may, from time to time, and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain, or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

6. **Compliance with Law.** Tenant shall not use the Premises or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof; Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition, and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. **Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant.

10. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining

the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. **Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million dollars (\$1,000,000) per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. **Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. **Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. **Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

RENAISSANCE CENTER – KINGSPORT ART GUILD

LEASE AGREEMENT

THIS LEASE made and entered into as of this, the _____ day of July, 2023, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Kingsport Art Guild, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, one thousand three hundred and sixteen square feet (1,316 sq ft) of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. **Term.** The term of this Lease shall be from July 1, 2023, through June 30, 2024. The Parties shall have the option to renew this Lease for three (3) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants, and conditions hereof; except (a) there shall be no further renewal right after the expiration of said third and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on June 30, 2024, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on June 30, 2026. This Lease may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of such termination.
3. **Use.** Tenant shall use the Premises for Kingsport Art Guild, including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of five thousand eight hundred forty-three dollars and 75/100 (\$5,843.75) payable in monthly installments of four hundred eighty-six dollars and 98/100 (\$486.98), in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on July 1, 2023. Tenant may, from time to time, and with Landlord's approval, use additional space at a cost outlined in Exhibit A.
5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain, or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.
6. **Compliance with Law.** Tenant shall not use the Premises or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.
7. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof; Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and

Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition, and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.
9. **Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant.
10. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.
11. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or

about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. **Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million dollars (\$1,000,000) per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.
13. **Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.
14. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.
15. **Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.
16. **Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

Kingsport Art Guild

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

EXHIBIT A
KINGSPORT ART GUILD
(Effective July 1, 2023)

1. Spaces Included in this contract for total annual rent of \$4,533.21 (\$377.77 per month):

<u>Room Description</u>	<u>Square Feet</u>
212-219 Offices	626
313 Art Studio	690
Total:	1,316

2. Common Areas (halls, restrooms, custodial services parking, electricity, water/sewer, gas, maintenance and contract services) approximately 10,781 square feet.
3. Use of Gallery, Atriums, and Room 228 will be allowed for press conferences and board meetings at no charge. The following rooms may be rented in 3-hour time blocks on an 'as-available' basis.

<u>Room</u>	<u>Cost per 3-hour block</u>
Courtyard	\$20.00
228	\$13.00
230	\$13.00
239	\$20.00
Art Galleries	\$20.00
Theatre	\$25.00
310	\$22.00



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign for the FY24 FTAAAD Senior Center Grant Contract

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

Action Form No.: AF-234-2023
Work Session: July 17, 2023
First Reading: July 18, 2023
Final Adoption: July 18, 2023
Staff Work By: Shirley Buchanan
Presentation By: Shirley Buchanan

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will enter a grant contract with the First Tennessee Development District, Area Agency on Aging and Disability (FTAAAD). FTAAAD serves as a pass through for funding from the Tennessee Commission on Aging and Disability for Senior Center funding. The grant provides operational funds for the Kingsport Senior Center. This is a federal and state pass through grant.

The City of Kingsport was approved for FY24 in the amount of \$30,810 for the year. The grant funds are broken down as follows: \$18,810 for State Senior Center, \$12,000 for Federal Transportation.

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. Grant 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 APPROVE AND RECEIVE THE PASS-THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2023–2024

WHEREAS, the First Tennessee Development District's Area Agency on Aging serves as a pass through entity for funding for the Tennessee Commission on Aging and Disability for the Kingsport Senior Center; and

WHEREAS, this funding provides operational funds for the Kingsport Senior Center; and

WHEREAS, for the Fiscal Year 2023–2024, the City of Kingsport was approved for a grant in the amount of \$30,810.00, which consists of funding in the amount of \$18,810.00 for the Kingsport Senior Center and \$12,000.00 in funding from the federal government for transportation for the Senior Center; and

WHEREAS, ten percent (10%) matching funds are required for each line item; and

WHEREAS, matching funds are provided in the Kingsport Senior Center operating budget.

Now therefore,

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

SECTION I. That the pass-through funding from the First Tennessee Development District from the Tennessee Commission on Aging and Disability in the amount of \$30,810.00, requiring ten percent matching funds, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a grant contract and all documents necessary and proper to apply for and receive grant funds from the First Tennessee Development District's Area Agency on Aging in the amount of \$18,810.00 for operational funds for the Kingsport Senior Center, and \$12,000.00 for transportation for the Senior Citizens Center, all requiring ten percent matching funds, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 7/1/2023	End Date 6/30/2024	Agency Tracking # 106-24	Edison ID		
Grantee Legal Entity Name City of Kingsport, TN - Kingsport Senior Center			Edison Vendor ID		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number CFDA # 93.044			
		Grantee's fiscal year end 6/30			
Service Caption (one line only) OAA and State Options services to individuals who are elderly and/or individuals with disabilities					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24	18,810.00	12,000.00			30,810.00
TOTAL:	18,810.00	12,000.00			30,810.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Last year local newspaper advertisements were placed to solicit interest in applying to our request for proposal for contract period of July 1, 2022 through June 30, 2026. All interested parties were provided the RFP. All applicants were reviewed and scored to determine the providers that are contracted with services.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN
FIRST TENNESSEE DEVELOPMENT DISTRICT, AREA AGENCY ON AGING AND DISABILITY
AND
City of Kingsport, TN - Kingsport Senior Center**

This grant contract ("Grant Contract"), by and between the **First Tennessee Development District, Area Agency on Aging and Disability (FTAAAD)**, hereinafter referred to as the "Agency" and Grantee **CITY OF KINGSFORT, TN - KINGSFORT SENIOR CENTER**, hereinafter referred to as the "Grantee," "Senior Center," or "Service Provider," is for the provision of federally funded Older Americans Act and State Options services to individuals who are elderly and/or individuals with disabilities , as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Unit of Local Government.

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. This Grant Contract is a reimbursement grant for a maximum dollar amount based upon an approved budget. A reimbursement grant provides funding to the Grantee after expenses have been incurred. The Grantee is expected to have the capabilities to fund activities pursuant to this Grant Contract upfront, and submit reimbursement requests the month following the expenditures for which reimbursement is requested. Grantees must follow state and federal guidance on allowable expenses and certain procedures to obtain the reimbursement pursuant to this Grant Contract. Reimbursements are provided after the Grantee submits sufficient documentation, as requested by the Agency, to verify expenses incurred. Requests for reimbursement shall be submitted by the Grantee no later than the 10th of each month, and will reflect expenses incurred the prior month. The format for submissions shall be in the format specified by the Agency, as may be amended from time to time.
- A.3 In the event of conflict between or among this Grant Contract, SUA policy, and/or the Agency's Updated Area Plan, this Grant Contract controls.

A.4. Senior Center Scope of Services

- 1. The purpose of the Senior Center shall be to facilitate the social, emotional, and physical well-being of adults age 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.
- 2. The Senior Center shall comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, *Program and Policy Manual*, Chapter 6 as well as any relevant federal and state laws, regulations, and rules.-
- 3. If the Senior Center is chartered a not-for-profit corporation, the Senior Center must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Senior Center and the Senior Center's policy and procedures, programs, and services. The bylaws shall include the roles and responsibilities of the governing entity, Senior Center director, staff, participants, and fiscal integrity and responsibilities. Senior Centers chartered by the State of Tennessee shall maintain current registration with the Secretary of State and maintain 501(c)(3) status. A Senior Center which is part of a city or county government must operate in accordance with policy and procedures of the

city or county government. Governmental agencies must be created by statute, resolution, or ordinance.

4. If the Senior Center is a part of city or county government, the city or county government must have policy and procedures that address the administrative and fiscal policies that govern the operation and management of the Senior Center.

a. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability

b. Fiscal Policies and Procedures: The written fiscal policies and procedures must include procedures for:

1. Developing and approving the budget;
2. Handling cash and providing receipts;
3. Check writing and disbursements;
4. Purchasing;
5. Petty cash disbursement and replenishment;
6. Bank reconciliation;
7. Program income; and
8. Voluntary Contribution.

c. A facility that is accessible and barrier-free for people with disabilities

5. The Senior Center shall post the following:

a. Participant Grievance Procedure;

b. Title VI Civil Rights Notice;

c. Public Accountability Poster (800# TN Comptroller's Office);

d. Emergency telephone numbers ;

e. Location of First Aid Kits, extinguishers and other supplies; and

f. Monthly Calendar of Events.

6. The Senior Center shall record participant information using the questions on the Participant Registration Form located in the State Unit on Aging (SUA) approved database.

7. The Senior Center shall submit program data and financial reports to the AAAD at least quarterly by the 10th day of the month following the quarter.

8. The Senior Center shall retain records for five (5) years plus the current year.

9. The Senior Center shall submit an annual report to the AAAD by August 1st of each year.

10. The Senior Center must administer a Satisfaction Survey and the results must be submitted to the AAAD annually.

11. The Senior Center must provide one (1) or more of these services. These services are: health education, education/training, health screening, physical fitness/exercise, recreation, and telephone reassurance.

A.5. Transportation Scope of Services

1. The purpose of the transportation service is to provide a means of transportation for persons aged 60 and older who require help in going from one location to another, using a service provider vehicle. Transportation resources are needed to meet activities of daily living, including but not limited to, shopping for groceries and other needs, medical and other health care related appointments, pharmacies, meal sites, and socialization.

2. (The service provider) shall have standard written procedures for providing the service.

3. (The service provider) shall establish trip priorities such as medical appointments and nutrition sites in the event all participants requesting service cannot be served.
4. (The service provider) must strictly enforce the Tennessee seat belt law.
5. Drivers must be in compliance with state governing law, statutes, policies, and regulations.
6. In addition to general training requirements, drivers must be provided with at least one annual in-service training as specified in a written training plan which must include these topics:
 - a. Medical emergencies: CPR, first aid, accident procedures;
 - b. Passenger relations;
 - c. Passenger assistance;
 - d. Special skills or knowledge for transporting special populations, such as dialysis patients; and,
 - e. Operation of special equipment such as wheelchair lifts or ramps.
7. A regular vehicle maintenance program which includes maintenance of safety equipment must be followed and documented.
8. An accident review process which includes documentation of action taken and final conclusion must be established and followed.
9. Participant information must be maintained at the dispatch sites which include:
 - a. General information regarding participant, including directions to the home, if necessary;
 - b. Special limitations or handicap as defined by Section 504 of the Rehabilitation Act of 1973; and,
 - c. Emergency information.
10. Transportation program vehicles are not to be used in lieu of emergency medical transportation.
11. Participant information, using the questions on the Participant Registration Form, shall be recorded in the State Unit on Aging (SUA) approved database.
12. (The service provider) shall submit program data, program reports, and financial reports to the AAAD at least quarterly on or before the 10th day of the month following the quarter.
13. (The service provider) shall retain records for five (5) years plus the current year.
14. (The service provider) shall submit an annual report to the AAAD by August 1st of each year.
15. (The service provider) shall provide the services marked in the following categories, reaching a minimum of participants/units listed:

X	Service	Unduplicated Number of Participants	Units of Service
X	Transportation (One Way Trip) - Provision of transportation for a person who requires help in going from one location to another using a vehicle. Does not include any other activity.	350	3,000

16. (The service provider) geographic service area and days/hours of service are as follows:

Geographic Area Covered	Days/Hours of Service	Holiday Closing Schedule
Kingsport, TN area	Monday – Friday Regular Senior Center Operating Hours	State Holiday Schedule

17. Participants of the transportation service shall not be charged a fee, but provided an opportunity to make a contribution for service.

18. Title III-B funds will be used to provide the transportation funding. There is a required ten percent (10%) local match for all Title III-B funds.

B. TERM OF CONTRACT:

B.1 This Grant Contract shall be effective for the period beginning on **7/1/2023** (“Effective Date”) and ending on **6/30/2024**, (“Term”). The Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed **Thirty thousand Eight hundred and Ten Dollars (\$30,810.00)** (“Maximum Liability”). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

C.5. Invoice Requirements. The Grantee shall invoice the Agency by the 10th of the month, and, if a separate final invoice is going to be submitted, the Grantee shall submit an estimated final invoice by the 10th of the month following the expiration of the contract, with all necessary supporting documentation, and present such to:

FTAAAD, 3211 N. Roan Street, Johnson City, TN 37601 or emailed to Jayne Morrell at jmorrell@ftaad.org.

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

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

- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the Agency).
- (5) Grantor: FTAAAD
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ten (10) days of the Grant Contract end date, in form and substance acceptable to the Agency.

- a. If total disbursements by the Agency pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The Agency shall not be responsible for the payment of any invoice submitted to the Agency after the grant disbursement reconciliation report. The Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Agency, and such invoices will NOT be paid.

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

D. STANDARD TERMS AND CONDITIONS:

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

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

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

The Agency:

Michael Harrison, Executive Director
First Tennessee Development District, Area Agency on Aging and Disability
3211 N. Roan Street, Johnson City, TN 37601
mharrison@ftdd.org
Telephone # 423-928-0224
FAX # 423-928-5209

The Grantee:

Pat Schull, Mayor
CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER
415 Broad Street
Kingsport, TN 37660
Telephone # 423-392-8403
Fax # 423-224-2488

For Senior Center, Nutrition Services, Office on Aging and Family Caregiver Contact:

Shirley Buchanan, Senior Center Director, shirleyabuchanan@kingsporttn.gov.

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Agency reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Agency's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee

shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall

include the statement, "This project is funded under a grant contract with the Agency." All notices by the Grantee in relation to this Grant Contract shall be approved by the Agency.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Agency, the State Unit on Aging, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Agency, the State Unit on Aging, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Agency as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor Agency. Annual and final

report documents to be completed by the Grantee shall appear on the Grantor Agency's website or as an attachment to the Grant Contract.

Currently the Annual and Final Report for all First Tennessee Development District, Area Agency on Aging and Disability (FTAAAD) sub-contracting agencies is prepared and submitted by FTAAAD.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

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

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

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

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

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

- D.23. Limitation of Agency's Liability. The Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Agency be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of

any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The Agency's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Agency within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the Agency may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the Agency or its employees hereunder, and any remedies arising

there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Work Papers Subject to Review. The Grantee 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.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Agency ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the Agency to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify Agency: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Agency reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Agency to enable the Agency to verify or ensure that Grantee is in full compliance with its obligations

under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the Agency's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Agency any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

- E.6. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the Agency. The Grantee shall immediately notify the Agency in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

IN WITNESS WHEREOF,

CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

First Tennessee Development District:

Michael Harrison, Executive Director

DATE

First Tennessee Development District, Area Agency on Aging and Disability:

Angie Gwaltney, Director, Area Agency on Aging and Disability

DATE

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/1/2023 END: 6/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	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 ²	30,810.00	45,380.00	76,190.00
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 ²	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 ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	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	GRAND TOTAL	30,810.00	862,061.00	892,871.00

¹ 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>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Senior Services Operations	30,810.00

GRANT CONTRACT GRAND TOTAL-SOURCE OF FUNDS	AMOUNT
FEDERAL FUNDS	Amount
Title III-B: Support Services (93.044)	12,000.00
Title III-E: NFCSP-Caregiver (93.052)	
STATE FUNDS	
State Senior Center Operations	18,810.00
State Options 1.0 for Community Living Program	
TOTAL SOURCE OF FUNDS	30,810.00

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **First Tennessee Development District Area Agency on Aging and Disability** (hereinafter "Covered Entity") and **CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

Business Associate provides services or goods to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts".

PROFESSIONAL SERVICES CONTRACT

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.7 below), or other confidential information. Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and E, which require Covered Entity to have a written contract with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information and/or other confidential data" and, therefore, make this Agreement.

1. DEFINITIONS

- 1.1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.
- 1.2. "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.3. "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.5. "Privacy Officer" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.6. "Privacy Rule" shall mean the Standards for Privacy for Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- 1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.8. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 2.1. Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information or confidential information other than as permitted

or required by this Agreement, Service Contracts, or as Required By Law. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.

- 2.2. Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information or confidential information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information or confidential information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- 2.3. Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information or confidential information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information or confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or confidential information by Business Associate in violation of the requirements of this Agreement.
- 2.5. Business Associate agrees to require its employees, agents, and subcontractors to immediately report, to Business Associate, any use or disclosure of Protected Health Information or confidential information in violation of this Agreement and to report to Covered Entity any use or disclosure of the Protected Health Information or confidential information not provided for by this Agreement.
- 2.6. If Business Associate receives Protected Health Information or confidential information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information or confidential information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information.
- 2.7. If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to make an amendment.
- 2.8. Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information or confidential information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- 2.9. Business Associate agrees to document disclosures of Protected Health Information or confidential information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.
- 2.10. Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of

Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

- 2.11. Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information or confidential information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
 - 2.11.1. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.
 - 2.11.2. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
 - 2.11.3. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.
- 2.12. Business Associate agrees to adequately and properly maintain all Protected Health Information or confidential information received from, or created or received on behalf of, Covered Entity and to document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate by the Covered Entity.
- 2.13. If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information or confidential information, and the Protected Health Information or confidential information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information or confidential information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.14. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- 3.2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information or confidential information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 3.3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information or confidential information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information or confidential information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party

requiring the third party to: (a) maintain the confidentiality of Protected Health Information or confidential information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality of the Protected Health Information or confidential information is breached.

- 3.4. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information or confidential information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(I)(B).

4. OBLIGATIONS OF COVERED ENTITY

- 4.1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- 4.2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information or confidential information, if such changes affect Business Associate's permitted or required uses.
- 4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information or confidential information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

5. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 5.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information or confidential information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. TERM AND TERMINATION

- 6.1. Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information or confidential information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 6.3. below shall apply.
- 6.2. Termination for Cause.
 - 6.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy Rule or this Agreement.
 - 6.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate,
 - 6.2.2.1. Covered Entity shall, whenever practicable, provide a reasonable opportunity for Business Associate to cure the breach or end the violation.
 - 6.2.2.2. If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and Service Contracts.
 - 6.2.2.3. If neither cure nor termination are feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

6.3. Effect of Termination.

6.3.1. Except as provided in Section 6.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information or confidential information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information or confidential information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information or confidential information.

6.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information or confidential information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information or confidential information is unfeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information or confidential information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information or confidential information.

7. MISCELLANEOUS

7.1. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

7.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy Rule, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

7.3. Survival. The respective rights and obligations of Business Associate under Section 6.3. of this Agreement shall survive the termination of this Agreement.

7.4. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy Rule.

7.5. Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

**Michael Harrison, FTDD Executive First
Tennessee Development District
Area Agency on Aging and Disability
Director
3211 North Roan Street
Johnson City TN 37601
Telephone: 423-928-0224
Fax: 423-928-5209**

BUSINESS ASSOCIATE:

**Pat Schull, Mayorr
CITY OF KINGSPORT, TN - KINGSPORT
SENIOR CENTER
415 Broad Street
Kingsport, TN 37660
Telephone # 423-357-5387
Fax # 423-224-2488**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier

service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 7.6. Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 7.7. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 7.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- 7.9. Compensation. There shall be **no** remuneration for performance under this Business Associate Agreement except as specifically provided by, in, and through, contractual relationships referenced herein.

IN WITNESS WHEREOF,

FIRST TENNESSEE DEVELOPMENT DISTRICT

MICHAEL HARRISON, FTDD EXECUTIVE DIRECTOR DATE

CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER

Legal Name of Providing Agency

GRANTEE SIGNATURE TITLE DATE



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign the Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Lease

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

Action Form No.: AF-159-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Lindsey Devine
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution

Executive Summary:
The Lynn View Pee Wee Football League (LVPWFL) has historically operated recreational youth football and youth cheerleading programs at the Lynn View Sports Facilities located at 257 Walker Street.

The agreements establish a term of 12 months with the option to renew for an additional 12 months for the use of Lynn View Sports Facilities and establishes concessionaire rights. An addition to this years' agreements is a framework of good faith efforts to continue advancing Tribe Sports Initiatives and partnerships between LVPWFL and the City of Kingsport which includes collaboration on promotion and marketing, coach's clinics, skills camps, staff assistance, and games at J. Fred Johnson.

The agreements allow the City of Kingsport to partner with LVPWFL to provide high quality youth football and youth cheerleading opportunities for the citizens of Kingsport.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE LYNN VIEW PEE WEE FOOTBALL LEAGUE RELATED TO THE USE OF THE ATHLETIC FIELDS AT THE LYNN VIEW COMMUNITY CENTER

WHEREAS, the Lynn View Pee Wee Football League (LVPWFL) has historically operated a recreational youth football and cheerleading program at the Lynn View Sports Facilities located at 257 Walker Street, Kingsport, Tennessee; and

WHEREAS, since July 2010, the board has approved an agreement with the Lynn View Pee Wee Football League which allowed use of the center for the purpose of providing youth football programs; and

WHEREAS, city again desires to enter into an agreement with Lynn View Pee Wee Football League for use of the Lynn View Community Center Facilities.

Now therefore,

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

SECTION I. That the agreement(s) with the Lynn View Pee Wee Football League for a football youth sports program is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Lynn View Pee Wee Football League for the purpose of operating youth football programs at the Lynn Garden Community Center and athletic fields located at 257 Walker Street, Kingsport, Tennessee to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of _____, 2023, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and LYNN VIEW PEE WEE FOOTBALL LEAGUE (hereinafter "LVPWFL"), a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

WHEREAS, LVPWFL is a non-profit organization organized to promote youth sports activities in the Lynn Garden community; and

WHEREAS, LVPWFL has provided for several years a youth football program; and

WHEREAS, CITY and LVPWFL wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of the public park amenities located at 257 Walker Street, Kingsport, Tennessee and hereafter referred to as the "Facilities"; and

WHEREAS, LVPWFL and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LVPWFL and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. However, either party may terminate the agreement with, or without, cause giving sixty (60) days written notice to the other party.

II. Use of Facilities

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June.1, 2023 to Dec.1, 2023. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular summer and fall recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time CITY may use the facilities for its Parks and Recreation program or assign to other programs.

Special Note: The LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Coordinator. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.

3. LVPWFL shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

4. LVPWFL may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

5. LVPWFL understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LVPWFL shall use appropriate judgment in ensuring the safety of the participants.

6. CITY shall at all times have the right to inspect its Facilities being used by LVPWFL and all LVPWFL sponsored activities related to the use of such Facilities.

7. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

III. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.

a. Perform general maintenance and repairs to the facilities.

b. Work with LVPWFL on maintenance items that could improve operations. At the end of every fall football season the Parks and Recreation Program Coordinator and a representative from the Leisure Services Maintenance Division will sit down with a representative of LVPWFL to discuss future possibilities and maintenance issues for the next year.

c. Provide LVPWFL with contact information for after-hour and everyday needs.

d. Determine all rental fees and rules for usage of facility.

e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

f. Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.

g. Establish policy for field lighting usage.

h. Provide a plan for and approve all capital improvements with input from LVPWFL.

i. Provide for insurance on buildings.

j. Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.

k. Continue to pay the utilities for the 2023 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.

2. Reserve the right to utilize the Facilities if Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.

3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.

4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LVPWFL for any monetary damages.

5. CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.

6. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of LVPWFL as it relates to the Tribe Sports initiative.

7. Work in good faith with LVPWFL to schedule at minimum one game per LVPWFL team to be played at J. Fred Johnson Stadium. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

IV. Obligations of LVPWFL

LVPWFL shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement.

a. Current by-laws of organization.

b. Proposed budget for the upcoming year.

c. List of current officers and board members with addresses, phone numbers, and email (if applicable). CITY is to be notified of changes within two weeks of appointment.

d. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.

e. List of designated personnel who have facility keys and access.

f. Proposed annual calendar including all events.

2. Provide financial reports of all expenditures and revenues within ninety (90) days after completion of each playing season.

3. Comply with Tenn. Code Ann. § 65-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:

a. Inform and educate coaches, youth athletes, and their parents and require them to sign a concussion information form before competing.

b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.

c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.

4. Comply with state law on cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the Department of Health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. § 65-55-501 *et seq.* has six symptoms to watch for:

a. fainting or seizures;

b. unexplained shortness of breath;

c. chest pains;

d. dizziness;

e. racing heart; and

f. extreme fatigue.

CITY has developed policies and procedures to ensure compliance.

5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.

6. Perform background checks on all coaches who are in a leadership role and left alone with children. CITY will provide LVPWFL with the background service that it uses for athletic programs; however, the funds to pay for this service must be provided by LVPWFL.

7. At no expense to CITY, provide the following maintenance and repair:

a. Maintain all football equipment.

b. Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for provision of the necessary materials to maintain the field and field markings on a daily basis.

c. Mow and trim field space within the perimeter fence of the football field between May.1 and Dec.1 of current contract year. Monitor and clean restroom facility, stock supplies.

- d. Adhere to City rules that pertain to field usage and provide input on overuse.
- 8. Furnish to the Kingsport Parks and Recreation Department a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the Kingsport Parks and Recreation Department within thirty (30) days of the change.
- 9. No later than twenty-one (21) days prior to the start of the summer football season, schedule and meet with the Kingsport Parks and Recreation Department and Leisure Services Maintenance Division prior to each football season to discuss schedules, field playability, and department guidelines and maintain regular communication with CITY staff.
- 10. Notify CITY's Risk Management Department, (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
- 11. Sign a usage agreement annually with CITY.
- 12. Report any facility maintenance problems to the Leisure Services Maintenance Division within ten (10) days of LVPWFL's discovery of same
- 13. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
- 14. Maintain a minimum of fifty-one percent (51%) city residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and LVPWFL will utilize annual data to determine future percentage goals.
- 15. Provide a responsible adult to be on-site at each and every activity scheduled on Facilities.
- 16. Agree not to make any permanent changes to Facilities or fields without the express prior written permission of the Kingsport Parks and Recreation Department.
- 17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
- 18. Follow all Park rules that have been established by CITY, per code and ordinance, as related to the facilities, general operating guidelines, etc.
- 19. Assist CITY in moving and relocating equipment within the park as necessary.
- 20. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
- 21. Indemnify and hold CITY harmless from any damage or loss to LVPWFL equipment located at Facilities.
- 22. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.
- 23. Work in good faith with CITY and Kingsport City Schools:
 - a. to address concerns of CITY and/or its Kingsport City Schools as to the oversight, operation, and performance of the league; and
 - b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
- 24. Work in good faith with CITY to promote the Tribe Sports initiative and provide relevant data, resources, and support.

V. Assignment and Exclusivity

This Agreement is a privilege for the benefit of LVPWFL only and may not be assigned in whole or part by LVPWFL to any other person or entity. Both parties understand that LVPWFL use of the facility is nonexclusive.

VI. Insurance and Indemnification

LVPWFL shall at all times, during the term of this Agreement, maintain in effect general public liability insurance covering LVPWFL program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LVPWFL to CITY.

LVPWFL shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is in any way related to the acts or the failure to act of LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL as set forth in this Agreement.

VII. Miscellaneous Provisions

- 1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of LVPWFL and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of _____, 2023, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and LYNN VIEW PEE WEE FOOTBALL LEAGUE (hereinafter "LVPWFL"), a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

WHEREAS, LVPWFL is a non-profit organization organized to promote youth sports activities in the Lynn Garden community; and

WHEREAS, LVPWFL has provided for several years a youth football program; and

WHEREAS, CITY and LVPWFL wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of the public park amenities located at 257 Walker Street, Kingsport, Tennessee and hereafter referred to as the "Facilities"; and

WHEREAS, LVPWFL and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LVPWFL and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. However, either party may terminate the agreement with, or without, cause giving sixty (60) days written notice to the other party.

II. Use of Facilities

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June.1, 2023 to Dec.1, 2023. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular summer and fall recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time CITY may use the facilities for its Parks and Recreation program or assign to other programs.

Special Note: The LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Coordinator. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.
3. LVPWFL shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.
4. LVPWFL may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.
5. LVPWFL understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LVPWFL shall use appropriate judgment in ensuring the safety of the participants.
6. CITY shall at all times have the right to inspect its Facilities being used by LVPWFL and all LVPWFL sponsored activities related to the use of such Facilities.
7. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

III. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.
 - a. Perform general maintenance and repairs to the facilities.
 - b. Work with LVPWFL on maintenance items that could improve operations. At the end of every fall football season the Parks and Recreation Program Coordinator and a representative from the Leisure Services Maintenance Division will sit down with a representative of LVPWFL to discuss future possibilities and maintenance issues for the next year.
 - c. Provide LVPWFL with contact information for after-hour and everyday needs.
 - d. Determine all rental fees and rules for usage of facility.
 - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
 - f. Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.
 - g. Establish policy for field lighting usage.
 - h. Provide a plan for and approve all capital improvements with input from LVPWFL.

- i. Provide for insurance on buildings.
 - j. Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.
 - k. Continue to pay the utilities for the 2023 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.
2. Reserve the right to utilize the Facilities if Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.
 3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.
 4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LVPWFL for any monetary damages.
 5. CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.
 6. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of LVPWFL as it relates to the Tribe Sports initiative.
 7. Work in good faith with LVPWFL to schedule at minimum one game per LVPWFL team to be played at J. Fred Johnson Stadium. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

IV. Obligations of LVPWFL

LVPWFL shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement.
 - a. Current by-laws of organization.
 - b. Proposed budget for the upcoming year.
 - c. List of current officers and board members with addresses, phone numbers, and email (if applicable). CITY is to be notified of changes within two weeks of appointment.
 - d. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.
 - e. List of designated personnel who have facility keys and access.
 - f. Proposed annual calendar including all events.
2. Provide financial reports of all expenditures and revenues within ninety (90) days after completion of each playing season.

3. Comply with Tenn. Code Ann. § 65-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
 - a. Inform and educate coaches, youth athletes, and their parents and require them to sign a concussion information form before competing.
 - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
 - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
4. Comply with state law on cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the Department of Health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. § 65-55-501 *et seq.* has six symptoms to watch for:
 - a. fainting or seizures;
 - b. unexplained shortness of breath;
 - c. chest pains;
 - d. dizziness;
 - e. racing heart; and
 - f. extreme fatigue.

CITY has developed policies and procedures to ensure compliance.

5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
6. Perform background checks on all coaches who are in a leadership role and left alone with children. CITY will provide LVPWFL with the background service that it uses for athletic programs; however, the funds to pay for this service must be provided by LVPWFL.
7. At no expense to CITY, provide the following maintenance and repair:
 - a. Maintain all football equipment.
 - b. Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for provision of the necessary materials to maintain the field and field markings on a daily basis.
 - c. Mow and trim field space within the perimeter fence of the football field between May.1 and Dec.1 of current contract year. Monitor and clean restroom facility, stock supplies.
 - d. Adhere to City rules that pertain to field usage and provide input on overuse.

8. Furnish to the Kingsport Parks and Recreation Department a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the Kingsport Parks and Recreation Department within thirty (30) days of the change.
9. No later than twenty-one (21) days prior to the start of the summer football season, schedule and meet with the Kingsport Parks and Recreation Department and Leisure Services Maintenance Division prior to each football season to discuss schedules, field playability, and department guidelines and maintain regular communication with CITY staff.
10. Notify CITY's Risk Management Department, (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to the Leisure Services Maintenance Division within ten (10) days of LVPWFL's discovery of same
13. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
14. Maintain a minimum of fifty-one percent (51%) city residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and LVPWFL will utilize annual data to determine future percentage goals.
15. Provide a responsible adult to be on-site at each and every activity scheduled on Facilities.
16. Agree not to make any permanent changes to Facilities or fields without the express prior written permission of the Kingsport Parks and Recreation Department.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all Park rules that have been established by CITY, per code and ordinance, as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the park as necessary.
20. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to LVPWFL equipment located at Facilities.
22. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.
23. Work in good faith with CITY and Kingsport City Schools:
 - a. to address concerns of CITY and/or its Kingsport City Schools as to the oversight, operation, and performance of the league; and

- b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis.

24. Work in good faith with CITY to promote the Tribe Sports initiative and provide relevant data, resources, and support.

V. Assignment and Exclusivity

This Agreement is a privilege for the benefit of LVPWFL only and may not be assigned in whole or part by LVPWFL to any other person or entity. Both parties understand that LVPWFL use of the facility is nonexclusive.

VI. Insurance and Indemnification

LVPWFL shall at all times, during the term of this Agreement, maintain in effect general public liability insurance covering LVPWFL program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LVPWFL to CITY.

LVPWFL shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL as set forth in this Agreement.

VII. Miscellaneous Provisions

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of LVPWFL and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[SIGNATURES ON THE NEXT PAGE]

LYNN VIEW PEE WEE FOOTBALL LEAGUE

CITY OF KINGSPORT, TENNESSEE

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Tri-Cities United Soccer Club

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

Action Form No.: AF-237-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Lindsey Devine
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will enter into agreements with Tri-Cities United Soccer Club (TRIC) for concessions rights and for the use of Eastman Park at Horse Creek. TRIC has worked with the City of Kingsport to organize and operate recreational soccer programs and to provide soccer opportunities within the region. In recent years their primary facility for program operations has been Eastman Park at Horse Creek.

The current TRIC agreement and TRIC Concession Lease is nearing the end of its term and TRIC and staff desire to enter into a new agreement. The new agreement will establish a term of 12 months for the use of Eastman Park at Horse Creek Facilities and establishes concessionaire rights.

Additionally, it creates a framework pursuant to which the parties will engage in good faith efforts to advance the Tribe Sports Initiatives, collaborate on promotion and marketing, and conduct coach's clinics, skills camps, staff assistance and games.

These agreements allow the City of Kingsport to partner with TRIC to provide high quality soccer opportunities for the citizens of Kingsport.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH TRI-CITIES SOCCER CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT EASTMAN PARK AT HORSE CREEK

WHEREAS, Tri-Cities United Soccer Club has worked with the city to organize and operate a recreational soccer program and to provide competitive soccer opportunities within the region, and in recent years their primary facility for program operations has been Eastman Park at Horse Creek; and

WHEREAS, the city desires to enter into an agreement with Tri-Cities United Soccer Club for a term of twelve (12) months with the option to renew for an additional twelve (12) months for the use of the soccer fields and storage facilities at Eastman Park at Horse Creek; and

WHEREAS, the city also desires to enter into an agreement with Tri-Cities United Soccer Club for the use of the Eastman Park at Horse Creek facilities which includes operation of the concession stand for twelve (12) month agreement.

Now therefore,

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

SECTION I. That an agreement for use of Eastman Park at Horse Creek is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Tri-Cities United for the use of Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT BETWEEN
CITY OF KINGSFORT, TENNESSEE
AND
TRI-CITIES UNITED SOCCER CLUB**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of August, 2023, by and between CITY OF KINGSFORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "TRIC"), a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as "Facilities;" and

WHEREAS, TRIC and CITY desire to enter into this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIC and the respective obligations contained herein.

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

I. TERM

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2024. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. OVERSIGHT COMMITTEE

1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:

- a. Parks and Recreation Advisory Committee Member or designee;
- b. TRIC Recreation Coordinator;
- c. TRIC President or representative appointed by TRIC Board of Directors;
- d. Parks and Recreation Department staff member;
- e. Dobyans Bennett Boys Varsity Soccer Coach or designee; and
- f. Dobyans Bennett Girls Varsity Soccer Coach or designee.

2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These six positions must be six different persons.

3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following:

- a. Review of residency issues;
 - b. Review of program statistics related to participation and benchmark data;
 - c. Review of scheduling and of facility and program operations; and
 - d. Items in Section IV.9 pertaining to items that TRIC provides to CITY.
4. Items that CITY received from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. OPTION TO RENEW

1. This Agreement may be renewed for one additional term of one year at the option, but not at the obligation, of the parties conditioned upon the following:

a. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.

b. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Kingsport Recreational Soccer program has remained the primary focus.

IV. USE OF FACILITIES

1. TRIC will be the primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program," for CITY. Thus, during the period ending June 30, 2024. TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time, the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:

- a. Lives inside the city limits of Kingsport based on 911 address;
- b. Parent/Legal Guardian pays city of Kingsport property tax; or
- c. Participant attends a school operated by the city of Kingsport School system.

2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.

3. The third priority for use of the facilities is the TRIC Academy programs that have less than 51% CITY residents.

4. "Friendlies:" The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the facilities. Other games not involving TRIC teams may not be held at facility without prior approval of CITY.

5. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:
 - a. 2 practices per week
 - b. 5 – 7 league days during the season
 - c. 1 local festival per season
 - d. 2 – 3 friendlies per season
 - e. 1 – 2 level appropriate tournaments per season
 6. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.
 7. TRIC may use the conference room located at facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.
 8. CITY will allow minimal storage for equipment and supplies, inside the designated maintenance area of the facilities main building. TRIC will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.
 9. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at Eastman Park at Horse Creek.
 10. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.
 11. CITY reserves the right to utilize the facilities when TRIC league activities are not scheduled. If facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.
 12. TRIC may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.
 13. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.
 14. CITY shall at all times have the right to inspect the facilities being used by TRIC and all TRIC sponsored activities related to the use of facilities.
 15. If TRIC should desire to use facilities for additional tournaments, special events, or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written Agreement between the parties.
- V. OBLIGATIONS OF CITY**
1. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
 - b. Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
 - c. Maintain all bleachers in a safe and secure condition.
 - d. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
 - e. Maintain structural integrity of concession stands, restrooms, and city storage areas, including repair or replacement of damaged roofs, doors, and windows.
 - f. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
 - g. Maintain all scoreboards and control systems as needed.
 - h. Maintain field irrigation systems and watering schedules of turf areas.
 - i. Communicate with TRIC field mowing, fertilization, and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.
 - j. Provide TRIC with contact information for after-hour and everyday needs.
 - k. Maintain and repair all parking areas to include gates.
 - l. Maintain all trails within the facilities.
 - m. Establish key control and Musco control link access.
 - n. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used, TRIC will put supplies in place and continuously reload holders. CITY will

clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed at all other times.

- o. Determine rental fees and rules for usage of facility.
- p. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- q. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- r. Establish policy for field lighting usage and access to computer codes.
- s. Provide a plan for and approve all capital improvements with input from TRIC.
- t. Provide for insurance on buildings.
- u. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the facilities.
- v. Line fields as needed for events and activities assigned to user groups other than TRIC.
- w. Ensure the facility is locked when not in use.
- x. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

VI. **OBLIGATIONS OF TRIC**

- 1. TRIC agrees to:
 - a. Provide the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.
 - b. Provide a scholarship program for the underprivileged.
 - c. Meet the following benchmarks for the Kingsport Recreational Soccer Program:
 - 1. Increase overall participation in the Recreational Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. TRIC will provide participant data with 911 addresses.
 - 2. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.
 - 3. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web-based trainings, printed materials, etc.).
 - 4. Consider hosting two tournaments each year that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.
 - 5. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
 - 6. Perform a criminal background check through Tennessee State Soccer on each volunteer who coaches or has one-on-one contact with youth. The purpose of this is to make the program as safe as possible for the youth participants. TRIC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413, including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessor to:
 - i. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
 - ii. any offense in Title 39, Chapter 13 (offenses against persons);
 - iii. Tenn Code Ann. § 39-14-301 AND Tenn Code Ann. § 39-14-203 (arson, aggravated arson;
 - iv. Tenn Code Ann. § 39-14-401 through § 39-14-404 (definition for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
 - v. Tenn Code Ann. § 39-15-401 through §39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
 - vi. Tenn Code Ann. § 39-17-417 (controlled substances offenses);
 - vii. Tenn Code Ann. § 39-17-1320 (providing handgun to juveniles); or
 - viii. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TRIC shall certify to CITY, in writing, that all coaches coming into direct contact with children have successfully completed the required background check and that such individuals have none of the listed convictions listed above, are not registered sex offenders, and have no other disqualifications.

- 2. At no expense to CITY, provide the following maintenance and repair:
 - a. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by TRIC.

- b. TRIC shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
- c. Line all fields for TRIC recreations league, academy, and tournament play.
- d. Monitor restroom facility and stock supplies to be provided by CITY.
- e. Adhere to CITY rules that pertain to field usage and provide input on overuse.
3. Furnish to city Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the city Parks and Recreation Department.
4. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.
5. Schedule and meet with the city Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with city staff.
6. Provide CITY with completed accident and incident reports pertaining to TRIC's use of facilities.
7. Report any facility maintenance problems to city designated personnel.
8. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with TRIC responsible for cleaning as needed all other times.
9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
10. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.
11. A minimum payment of \$6,000.00 fee is required per season. This fee offsets the field usage by TRIC for non-recreation-based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, TRIC will be given a credit of \$20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The \$6,000.00 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.
12. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.
13. Ensure the facility is locked each day at the conclusion of TRIC's use.
14. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.
15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
16. Utilize the sports lighting in an efficient manner to help reduce electrical costs.
17. Follow all park rules that have been established by the CITY Parks and Recreation Department.
18. Assist CITY in moving and relocating soccer goals in the facilities. TRIC is responsible to ensure goals are properly anchored. As per City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
 - a. Auger-style anchors that are screwed into the ground; or
 - b. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.
19. Allow ex-officio representation by city Parks and Recreation Department on TRIC Board.
20. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by TRIC members is outside the scope of this Agreement.
21. Hold CITY harmless from all damage or loss to TRIC equipment located at the facilities unless specifically caused by the sole negligence of CITY.
22. Provide city Parks and Recreation Department statistical data pertaining to participation and attendance at Facilities on a monthly basis.
23. Include a Photo and Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that CITY offers and become the CITY's sole property. City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on CITY's website and social media.
24. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann. § 68-54-100 "Sudden Cardiac Arrest Prevention Act."
25. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

VII. ASSIGNMENT and EXCLUSIVITY

1. This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the facilities is nonexclusive.

VIII. INSURANCE and INDEMNIFICATION

1. TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

2. TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

IX. MISCELLANEOUS PROVISIONS

1. No modification of this Agreement shall be effective unless it is made in writing and issued by the authorized representatives of the parties hereto.

2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the concession agreement with Tri-Cities United Soccer Club at Eastman Park at Horse Creek is approved.

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Tri-Cities United for the use of Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and

consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**CONCESSION LEASE AGREEMENT BETWEEN
CITY OF KINGSPORT
and
TRI-CITIES UNITED SOCCER CLUB**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of July, 2023, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "LESSOR"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "CONCESSIONAIRE"), a Tennessee nonprofit corporation.

W I T N E S S E T H

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE to LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of August 1, 2023, through June 30, 2024, the concession rights for the sale of food, refreshments, confectionery, and beverages at the soccer fields at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to ensure that it is always in a safe and usable condition; and shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
3. CONCESSIONAIRE agrees not to sublet or sublease, in any form, the rights as approved herein by City.
4. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.
5. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such and will not do anything that would violate such pouring rights, including concessions or advertising.
6. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
7. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting condition that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
8. CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
9. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.
10. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved, in advance, by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.
11. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.
12. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
13. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this Agreement and LESSOR may take possession upon a twenty-four (24) hour notice.
14. CONCESSIONAIRE may voluntarily terminate this Agreement upon five (5) days written notice to LESSOR.
15. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Such policy or policies shall name LESSOR as an additional insured thereunder. All such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.

16. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer, which has issued a policy of insurance required pursuant to this Agreement, becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

17. CONCESSIONAIRE shall indemnify, defend, and hold harmless LESSOR, its officers, employees, and agents from any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of or is in any way related to the acts or the failure to act, in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Item XII17.

RODNEY B. ROWLETT, III, CITY ATTORNEY

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
TRI-CITIES UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of August, 2023, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "TRIC"), a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as "Facilities;" and

WHEREAS, TRIC and CITY desire to enter into this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIC and the respective obligations contained herein.

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

I. TERM

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2024. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. OVERSIGHT COMMITTEE

1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:
 - a. Parks and Recreation Advisory Committee Member or designee;
 - b. TRIC Recreation Coordinator;
 - c. TRIC President or representative appointed by TRIC Board of Directors;
 - d. Parks and Recreation Department staff member;
 - e. Dobyms Bennett Boys Varsity Soccer Coach or designee; and
 - f. Dobyms Bennett Girls Varsity Soccer Coach or designee.

2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These six positions must be six different persons.
3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following:
 - a. Review of residency issues;
 - b. Review of program statistics related to participation and benchmark data;
 - c. Review of scheduling and of facility and program operations; and
 - d. Items in Section IV.9 pertaining to items that TRIC provides to CITY.
4. Items that CITY received from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. OPTION TO RENEW

1. This Agreement may be renewed for one additional term of one year at the option, but not at the obligation, of the parties conditioned upon the following:
 - a. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.
 - b. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Kingsport Recreational Soccer program has remained the primary focus.

IV. USE OF FACILITIES

1. TRIC will be the primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program," for CITY. Thus, during the period ending June 30, 2024. TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time, the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:
 - a. Lives inside the city limits of Kingsport based on 911 address;
 - b. Parent/Legal Guardian pays city of Kingsport property tax; or
 - c. Participant attends a school operated by the city of Kingsport School system.
2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.

3. The third priority for use of the facilities is the TRIC Academy programs that have less than 51% CITY residents.
4. "Friendlies:" The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the facilities. Other games not involving TRIC teams may not be held at facility without prior approval of CITY.
5. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:
 - a. 2 practices per week
 - b. 5 – 7 league days during the season
 - c. 1 local festival per season
 - d. 2 – 3 friendlies per season
 - e. 1 – 2 level appropriate tournaments per season
6. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.
7. TRIC may use the conference room located at facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.
8. CITY will allow minimal storage for equipment and supplies, inside the designated maintenance area of the facilities main building. TRIC will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.
9. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at Eastman Park at Horse Creek.
10. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.
11. CITY reserves the right to utilize the facilities when TRIC league activities are not scheduled. If facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.
12. TRIC may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.
13. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

14. CITY shall at all times have the right to inspect the facilities being used by TRIC and all TRIC sponsored activities related to the use of facilities.
15. If TRIC should desire to use facilities for additional tournaments, special events, or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written Agreement between the parties.

V. OBLIGATIONS OF CITY

1. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
 - b. Provide sand, soil, *etc.* to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
 - c. Maintain all bleachers in a safe and secure condition.
 - d. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
 - e. Maintain structural integrity of concession stands, restrooms, and city storage areas, including repair or replacement of damaged roofs, doors, and windows.
 - f. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
 - g. Maintain all scoreboards and control systems as needed.
 - h. Maintain field irrigation systems and watering schedules of turf areas.
 - i. Communicate with TRIC field mowing, fertilization, and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.
 - j. Provide TRIC with contact information for after-hour and everyday needs.
 - k. Maintain and repair all parking areas to include gates.
 - l. Maintain all trails within the facilities.
 - m. Establish key control and Musco control link access.
 - n. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used, TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed at all other times.
 - o. Determine rental fees and rules for usage of facility.

- p. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- q. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- r. Establish policy for field lighting usage and access to computer codes.
- s. Provide a plan for and approve all capital improvements with input from TRIC.
- t. Provide for insurance on buildings.
- u. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the facilities.
- v. Line fields as needed for events and activities assigned to user groups other than TRIC.
- w. Ensure the facility is locked when not in use.
- x. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations.If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

VI. OBLIGATIONS OF TRIC

1. TRIC agrees to:

- a. Provide the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.
- b. Provide a scholarship program for the underprivileged.
- c. Meet the following benchmarks for the Kingsport Recreational Soccer Program:
 - 1. Increase overall participation in the Recreational Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. TRIC will provide participant data with 911 addresses.
 - 2. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.

3. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web-based trainings, printed materials, etc.).
4. Consider hosting two tournaments each year that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.
5. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
6. Perform a criminal background check through Tennessee State Soccer on each volunteer who coaches or has one-on-one contact with youth. The purpose of this is to make the program as safe as possible for the youth participants. TRIC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413, including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessor to:
 - i. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
 - ii. any offense in Title 39, Chapter 13 (offenses against persons);
 - iii. Tenn Code Ann. § 39-14-301 AND Tenn Code Ann. § 39-14-203 (arson, aggravated arson);
 - iv. Tenn Code Ann. § 39-14-401 through § 39-14-404 (definition for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
 - v. Tenn Code Ann. § 39-15-401 through §39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
 - vi. Tenn Code Ann. § 39-17-417 (controlled substances offenses);
 - vii. Tenn Code Ann. § 39-17-1320 (providing handgun to juveniles);
or
 - viii. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TRIC shall certify to CITY, in writing, that all coaches coming into direct contact with children have successfully completed the required background check and that such individuals have none of the listed convictions listed above, are not registered sex offenders, and have no other disqualifications.

2. At no expense to CITY, provide the following maintenance and repair:
 - a. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by TRIC.

- b. TRIC shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
 - c. Line all fields for TRIC recreations league, academy, and tournament play.
 - d. Monitor restroom facility and stock supplies to be provided by CITY.
 - e. Adhere to CITY rules that pertain to field usage and provide input on overuse.
3. Furnish to city Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the city Parks and Recreation Department.
 4. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.
 5. Schedule and meet with the city Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with city staff.
 6. Provide CITY with completed accident and incident reports pertaining to TRIC's use of facilities.
 7. Report any facility maintenance problems to city designated personnel.
 8. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with TRIC responsible for cleaning as needed all other times.
 9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
 10. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.
 11. A minimum payment of \$6,000.00 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, TRIC will be given a credit of \$20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The \$6,000.00 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.
 12. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.
 13. Ensure the facility is locked each day at the conclusion of TRIC's use.

14. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.
15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
16. Utilize the sports lighting in an efficient manner to help reduce electrical costs.
17. Follow all park rules that have been established by the CITY Parks and Recreation Department.
18. Assist CITY in moving and relocating soccer goals in the facilities. TRIC is responsible to ensure goals are properly anchored. As per City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
 - a. Auger-style anchors that are screwed into the ground; or
 - b. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.
19. Allow ex-officio representation by city Parks and Recreation Department on TRIC Board.
20. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by TRIC members is outside the scope of this Agreement.
21. Hold CITY harmless from all damage or loss to TRIC equipment located at the facilities unless specifically caused by the sole negligence of CITY.
22. Provide city Parks and Recreation Department statistical data pertaining to participation and attendance at Facilities on a monthly basis.
23. Include a Photo and Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that CITY offers and become the CITY's sole property. City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on CITY's website and social media.
24. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann. § 68-54-100 "Sudden Cardiac Arrest Prevention Act."
25. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

VII. ASSIGNMENT and EXCLUSIVITY

1. This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the facilities is nonexclusive.

VIII. **INSURANCE and INDEMNIFICATION**

1. TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.
2. TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

IX. **MISCELLANEOUS PROVISIONS**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

Tri-Cities United Soccer Club.

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

CONCESSION LEASE AGREEMENT BETWEEN
CITY OF KINGSPORT
and
TRI-CITIES UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of July, 2023, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "LESSOR"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "CONCESSIONAIRE"), a Tennessee nonprofit corporation.

WITNESSETH

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE to LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of August 1, 2023, through June 30, 2024, the concession rights for the sale of food, refreshments, confectionery, and beverages at the soccer fields at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to ensure that it is always in a safe and usable condition; and shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
3. CONCESSIONAIRE agrees not to sublet or sublease, in any form, the rights as approved herein by City.
4. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.
5. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such and will not do anything that would violate such pouring rights, including concessions or advertising.
6. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
7. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting condition that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
8. CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
9. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

10. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved, in advance, by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.
11. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.
12. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
13. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this Agreement and LESSOR may take possession upon a twenty-four (24) hour notice.
14. CONCESSIONAIRE may voluntarily terminate this Agreement upon five (5) days written notice to LESSOR.
15. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.
16. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer, which has issued a policy of insurance required pursuant to this Agreement, becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

17. CONCESSIONAIRE shall indemnify, defend, and hold harmless LESSOR, its officers, employees, and agents from any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of or is in any way related to the acts or the failure to act, in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

Tri-Cities United Soccer Club

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Authorizing the Mayor to Execute a SCSEP Host Agency Agreement with First Tennessee Human Resource Agency for Bays Mountain Park

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

Action Form No.: AF-249-2023
Work Session: July 17, 2023
First Reading: N/A
Final Adoption: July 18, 2023
Staff Work By: Megan Krager
Presentation By: Michael Borders

Recommendation:
Approve the resolution.

Executive Summary:
This resolution approves a Senior Community Service Employment Program (SCSEP) Agreement with First Tennessee Human Resources Agency and authorizes the Mayor to execute the agreement and all documents necessary and proper to effectuate the purpose of the agreement.

The SCSEP operates under Title V of the Older Americans Act and provides opportunities for work-based job training for low-income, unemployed seniors. Participants work an average of 20 hours a week.

City, for its Bays Mountain Park, will serve as a host agency to whom program participants will be assigned by FTHRA. Wages, fringe benefits, and workers compensation coverage are provided by FTHRA which receives grant funding through the U.S. Department of Labor.

Program participants fill vital roles for the park such as staffing the nature center and gate house. Additionally, the program encourages the host agency to hire individuals who participate in the program which city has done previously.

There is no cost to the city either in terms of matching funds, pay, or benefits to the participants in the program.

Attachments:
1. Resolution

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

Item XII18.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM AGREEMENT WITH FIRST TENNESSEE HUMAN RESOURCES AGENCY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Senior Community Service Employment Program (SCSEP) operates under Title V of the Older Americans Act and provides opportunities for work-based job training for low-income, unemployed seniors; and

WHEREAS, city deems it beneficial to serve as a host agency for the SCSEP to allow placement of program participants at Bays Mountain Park; and

WHEREAS, the program is funded through a grand from the U.S. Department of Labor and administered locally by the First Tennessee Human Resources Agency; and

WHEREAS, there is no cost to the city as no matching funds are required and FTHRA provides all wages, fringe benefits, and workers compensation coverage for program participants; and

WHEREAS, city benefits from participation in the program by filling needed roles at the nature center and gate house with the opportunity to hire individuals who participate in the program.

Now therefore,

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

SECTION I. That the Senior Community Service Employment Program Agreement with First Tennessee Human Resources Agency 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 Senior Community Service Employment Program Agreement and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution; said agreement being as follows:

SCSEOP HOST AGENCY AGREEMENT PY 2023

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by CITY OF KINGSPORT hereinafter referred to as the Host Agency, and FIRST TENNESSEE HUMAN RESOURCE AGENCY, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any job seeker has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each job seeker for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the job seeker. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the job seekers, particularly absences of three days or longer.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker when that reassignment will increase the job seeker's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for job seekers serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any job seeker are to be like "in demand" or "growth industries" private sector jobs, such as health care, child daycare, education, or green jobs. However, these assignments will not result in the displacement of currently employed workers, nor in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any job seeker.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and workers compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

This Agreement may not be amended except upon written agreement between the parties.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY