



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

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

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

IV. ROLL CALL

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:

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 - Gingly-Christmas Connection Ambassador (Alderman Cooper)

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

VI. APPOINTMENTS

- [1.](#) Consideration of Appointments to the Regional Planning Commission (AF-185-2023) (Mayor Shull)
- [2.](#) Consideration of Appointments to Petworks (AF-188-2023) (Mayor Shull)

VII. APPROVAL OF MINUTES

- [1.](#) June 5, 2023 - Work Session
- [2.](#) June 6, 2023 - Business Meeting

VIII. PUBLIC HEARINGS

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 a Budget Adjustment Ordinance for Various Funds in FY23 (AF-198-2023) (Chris McCartt)
- [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)
- [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)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-106-2023) (Chris McCartt)
2. Consideration of an Ordinance to Adopt the FY 2023-2024 Budget (AF-166-2023) (Chris McCartt)
3. Consideration of an Ordinance to Adopt the FY 2023-2024 Water Budget (AF-167-2023) (Chris McCartt)
4. Consideration of an Ordinance to Adopt the FY 2023-2024 Sewer Budget (AF-168-2023) (Chris McCartt)
5. Consideration of an Ordinance to Adopt the FY 2023-2024 Metropolitan Planning Project Grant Fund Budget (AF-169-2023) (Chris McCartt)
6. Consideration of an Ordinance to Adopt the FY 2023-2024 Community Development Block Grant Fund Budget (AF-170-2023) (Chris McCartt)
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)
8. Consideration of an Ordinance to Adopt the FY 2023-2024 Schools Special Projects Grant Fund Budget (AF-172-2023) (Chris McCartt)
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)

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

- [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)
- [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)
- [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)
- [6.](#) Consideration of a Resolution Authorizing a Financial Contribution if Needed to the Kingsport Economic Development Board Relative to the Dobyns-Taylor Warehouse and Authorizing the Execution of all Necessary and Proper Documents (AF-176-2023) (Chris McCartt)
- [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)
- [8.](#) Consideration of a Resolution to Approve A Change Order for the Riverbend Park Phase 1 Project (AF-195-2023) (Michael T. Borders)
- [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)
- [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)
- [11.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Rock Salt for FY24 (AF-182-2023) (Ryan McReynolds)
- [12.](#) Consideration of a Resolution Awarding GRC Construction the Bid for Bays Mountain Park Nature Center Phase 1 (AF-189-2023) (Michael T. Borders)
- [13.](#) Consideration of a Resolution Renaming the Bays Mountain Park Nature Center to "The Good Steward Nature Center" (AF-191-2023) (Michael T. Borders)

- [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)
- [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)
- [16.](#) Consideration of a Resolution Authorizing Visit Kingsport to Make Improvements to Hunter Wright Stadium (AF-194-2023) (Michael T. Borders)
- [17.](#) Consideration of the Resolution Authorizing the Acquisition of Microsoft Server Operating System Licenses (AF-90-2023) (Floyd Bailey)
- [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)
- [19.](#) Consideration of a Resolution to Award the Employee Physical Wellness Program RFP (AF-178-2023) (Tyra Copas)
- [20.](#) Consideration of a Resolution to Award the Employee Wellness Center to Premise Health (AF-177-2023) (Tyra Copas)
- [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)
- [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)
- [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)

XII. CONSENT AGENDA

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

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

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Member

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

Anne Greenfield

Anne Greenfield is a longtime resident of Kingsport, TN after being raised in a small town in GA, she and her husband, Tyler, relocated here in 1997 and raised 2 children, Charles, and Elaine, in the Kingsport City Schools. She retired from a 35-year career in nursing and purchased a commercial building in Downtown Kingsport. She renovated the building and oversees several businesses that occupy space there. She created a Beer Garden/ Venue Space named High Voltage and opened in June 2017. She sold the small business to her manager in January 2023.

Anne is active in Downtown Kingsport, Kingsport Chamber Board, First Baptist Church and Providence Medical Clinic.

Chip Millican

Chip and Angie Millican have lived in Kingsport since graduating from the University of Tennessee in 1995. Chip graduated with an engineering degree and Angie with a nursing degree. They have four adult daughters.

Chip works at Eastman and has had several roles in engineering/manufacturing before transitioning to commercial roles which have included: procurement, strategy, business management, and now sales.

Besides family and work, Chip and Angie have recently completed the residential phase of restoration at Kingsport's old telephone building. This phase of the project included façade and utility updates and 8 residential units, one of which they proudly call home. They are currently finishing the building's restoration by completing the first floor's commercial spaces: two storefronts, offices, and common use space. Chip and Angie enjoy traveling and attending concerts together, and Chip's hobbies include sailing and sewing.



D. Jason Snapp, PE

Jason Snapp is a native of the Kingsport area (Cooks Valley/Fall Creek) where he presently lives with his wife Beth & son Boone.

Jason is a graduate of Sullivan Central HS and Tennessee Tech with a BS in Civil Engineering. He is a Licensed Engineer in both Tennessee and Virginia.

Jason has been with the local engineering firm, Mattern & Craig, for 16 Years. He became a principal in the firm in 2023.

He has extensive experience serving as Project Manager in completing both public sector infrastructure and private developments. Some of Jason's specialty services include outdoor recreational & sports facilities design, industrial site development, asset management, and wastewater collection & water distribution design/rehab services. His experience extends into park development, utility relocations, storm drainage design, erosion prevention and sediment control design and implementation. He has managed several residential development designs in the Kingsport area and upper east TN.

He has provided professional engineering services to municipalities and private sector clients in Tennessee, Virginia, and North & South Carolina.

Prior to his role as a civil projects manager, he was a design engineer in the firm's transportation division where he worked on many highway and traffic projects throughout Kingsport, east TN, and southwest VA.

He is a member and past President of the Sunrise Rotary Club and Volunteers for Meals on Wheels.

Jason is an avid outdoorsman, an accomplished elk hunter, and operates a sawmill in his rare "free" time.



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 05, 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 4:30 p.m. by Mayor Shull

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

III. DISCUSSION ITEMS

1. Small Business Update - Heath Guinn

Aundrea Wilcox with KOSBE gave a presentation on the impact they have had on Kingsport. She pointed out the numbers are under-represented as some grant recipients don't always respond with end results. Liz Bennett then provided details on the Holston Development Business Center and the businesses that have utilized their services. Lenore Huss discussed the Inventor Center, noting the focus client is entrepreneurs, makers and artists. Katie Hoffman presented information on Create Appalachia, stating their purpose is to support creative entrepreneurs and provide incubator space for them. Heath Guinn provided information on Sync Space and how all of these organizations collaborate to provide the best services possible to the community. He pointed out their strategy is to not only retain current businesses but recruit new ones as well.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the June 6, 2023 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 5, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

VIII.1 Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2023-2024 Budget (AF-166-2023) Vice-Mayor George voiced concerns with raising the amount of money the city gives to Healthy Kingsport without giving other organizations an increase. Alderman Montgomery stated he would provide further information on the services they now provide to the community. There was some discussion. Mayor Shull pointed out this was the largest school budget to date.

VIII.2 Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 24 Water Fund Budget (AF-167-2023) Regarding the utilities budget, Deputy City Manager McReynolds stated the newspaper published preliminary approximate rates. He explained the reason they ended up being higher was due to electric and other increased costs.

IX.6 Consideration of an Ordinance to Amend Kingsport Code of Ordinances Section 30-29 Pertaining to Court Costs for Kingsport City Court (AF-128-2023) The city manager expressed appreciation to staff for working to keep the city comparable. City Attorney Rowlett also pointed out this would officially remove the electronic citation fee as it is not being enforced.

XI.7 Consideration of a Resolution to Approve Water User Rate for North Greene Utility District for FY23 and Include Wholesale Rate in Fee Resolution (AF-162-2023) Deputy City Manager McReynolds stated the agreement expired and they couldn't pass along the increased rate to their customers. He noted it's a good relationship as they can service their customers and it also provides a revenue source for the city as well.

V. ITEMS OF INTEREST

1. Sales Tax Report

The city manager pointed out March was a very healthy month and with April, May and June to go the hope is to finish the year strong.

2. Projects Status Report

Mr. McCartt encouraged the board to look at this item often and refer back to it periodically to see the progress on projects as this item is updated regularly.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 5, 2023 at 4:30 PM

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VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:45 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 06, 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

Angie Marshall, City Clerk/Deputy/City Recorder

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Patrick W. Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Matthew Lane.
- III. **INVOCATION** by Alderman Duncan
- IV. **ROLL CALL** by City Clerk/Deputy City Recorder Angie Marshall. All present.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Dobyns-Bennet High School Relay Track Team** (Alderman Phillips)
- VI. **APPOINTMENTS**
 1. **Consideration of an Appointment to the Beverage Board** (AF-161-2023) (Mayor Shull)
Motion made by Vice Mayor George, Seconded by Alderman Duncan.
REAPPOINTMENT OF MS. NATALIE WELLS TO SERVE ANOTHER THREE-YEAR TERM ON THE BEVERAGE BOARD EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2026.
Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 6, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

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

Passed: All present voting "aye."

VIII. PUBLIC HEARINGS

- 1. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2023-2024 Budget** (AF-166-2023) (Chris McCartt)

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

AN ORDINANCE OF THE CITY OF KINGSFORT, 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: All present voting "aye."

- 2. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 24 Water Fund Budget** (AF-167-2023) (Chris McCartt)

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

AN ORDINANCE OF THE CITY OF KINGSFORT, 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: All present voting "aye."

- 3. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2023-2024 Sewer Budget** (AF-168-2023) (Chris McCartt)

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

AN ORDINANCE OF THE CITY OF KINGSFORT, 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: All present voting "aye."

COMMENT

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

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 6, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IX. BUSINESS MATTERS REQUIRING FIRST READING

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

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

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

Passed: All present voting "aye."

- 2. 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 Duncan, Seconded by Alderman Cooper.

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: All present voting "aye."

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

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

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

Passed: All present voting "aye."

- 4. 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 Cooper.

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: All present voting "aye."

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

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

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

Passed: All present voting "aye."

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

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

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: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION None.

XI. OTHER BUSINESS

1. Consideration of a Resolution to Approve Change Order to GRC Civil Services, Inc. to Complete Stormwater System Improvements on Reservoir Road (AF-152-2023) (Ryan McReynolds)

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

RESOLUTION NO. 2023-260 A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH GRC CIVIL SERVICES, INC. TO COMPLETE THE STORMWATER SYSTEM IMPROVEMENTS ON RESERVOIR ROAD

Passed: All present voting "aye."

2. Consideration of a Resolution Authorizing a Software Services Agreement with OpenGov, Inc for Cartegraph Asset Management (AF-157-2023) (Ryan McReynolds)

Motion made by Alderman Phillips, Seconded by Alderman Duncan.

RESOLUTION NO. 2023-261 A RESOLUTION AUTHORIZING THE RENEWAL OF A SOFTWARE SERVICES AGREEMENT WITH OPENGOV, INC. FOR ITS CARTEGRAPH ASSET MANAGEMENT SYSTEM, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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3. **Consideration of a Resolution Authorizing the Mayor to Execute the 2024-2027 Agreement with the City of Bristol, TN as Lead Entity for the Northeast Tennessee/Virginia HOME Consortium (AF-103-2023) (Michael Price)**

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

RESOLUTION NO. 2023-262 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE RENEWAL OF THE CURRENT AGREEMENT WITH THE CITY OF BRISTOL, TENNESSEE AS THE LEAD ENTITY FOR THE NORTHEAST TENNESSEE/SOUTHWEST VIRGINIA HOME CONSORTIUM

Passed: All present voting "aye."

4. **Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Orth Construction, Related to the Hunts Crossing Phase 3 Development (AF-98-2023) (Ryan McReynolds)**

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

RESOLUTION NO. 2023-263 A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO ORTH CONSTRUCTION COMPANY, GP FOR THE HUNTS CROSSING PHASE 3 DEVELOPMENT

Passed: All present voting "aye."

5. **Consideration of a Resolution to Award the Bid to Traxon Construction, Inc. for the Washington County Water Project and Authorize the Mayor to Sign all Applicable Documents (AF-154-2023) (Ryan McReynolds)**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

RESOLUTION NO. 2023-264 A RESOLUTION AWARDING THE BID FOR THE WASHINGTON COUNTY WATER PROJECT TO TRAXON CONSTRUCTION, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

6. **Consideration of a Resolution to Amend Employment Policy #31 (AF-141-2023) (Tyra Copas)**

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-265 A RESOLUTION AMENDING RESOLUTION NO. 2023-070, EMPLOYMENT POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

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7. **Consideration of a Resolution to Approve Water User Rate for North Greene Utility District for FY23 and Include Wholesale Rate in Fee Resolution (AF-162-2023)** (Ryan McReynolds)

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-266 A RESOLUTION APPROVING WATER USER RATE FOR NORTH GREENE UTILITY DISTRICT FOR FISCAL YEAR 2023

Passed: All present voting "aye."

8. **Consideration of a Resolution to Award the Bid to Haren Construction for the Water Intake Screen Replacement Project (AF-153-2023)** (Ryan McReynolds)

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

RESOLUTION NO. 2023-267 A RESOLUTION AWARDDING THE BID FOR THE WATER INTAKE SCREEN REPLACEMENT PROJECT TO HAREN CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

9. **Consideration of a Resolution for Amendment Number 2 to TDOT Agreement for Fort Robinson Bridge Authorizing the Mayor to Sign all Applicable Documents (AF-158-2023)** (Ryan McReynolds)

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-268 A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE FORT ROBINSON BRIDGE REPLACEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

10. **Consideration of a Resolution to Enter into an Agreement with Houston-Galveston Area Council (H-GAC) for Cooperative Purchasing (AF-173-2023)** (Chris McCartt)

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

RESOLUTION NO. 2023-269 A RESOLUTION APPROVING AN AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) FOR COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER

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DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

11. Consideration of a Resolution to Approve Purchase of Cues CCTV Inspection System to Install on Replacement Vehicle (AF-160-2023) (Ryan McReynolds)

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

RESOLUTION NO. 2023-270 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CUES, INC. UTILIZING H- GAC COOPERATIVE PURCHASING AGREEMENT NO. 35346 FOR A CUES K2-DOLLY FOR THE KINGSPORT UTILITIES DIVISION

Passed: All present voting "aye."

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

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-271 A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

Passed: All present voting "aye."

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

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

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

1. Consideration of a Resolution Ratifying the Mayor's Signature on a Consent Letter from T-Mobile for Property Located at 1640 Bays Mountain Park Road (AF-151-2023) (Chris McCartt)

RESOLUTION NO. 2023-272 A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON A CONSENT LETTER FROM T-MOBILE FOR THE TOWER AT 1640 BAYS MOUNTAIN PARK ROAD

2. Consideration of a Resolution to Pay Shipping Costs Associated with the Purchase of an Armored Rescue Vehicle (AF-150-2023) (Chief Phipps)

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RESOLUTION NO. 2023-273 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO INTERNATIONAL ARMORED GROUP US, INC. FOR SHIPPING COSTS ASSOCIATED WITH THE TACTICAL RESCUE VEHICLE PURCHASED FOR THE KINGSPORT POLICE DEPARTMENT

- 3. Consideration of a Resolution to Amend the Greater Kingsport Alliance for Development (GKAD) CDBG Demolition Contract Adding the Properties Located at 117 & 126 Tennessee Street (AF-148-2023) (Michael Price)**

RESOLUTION NO. 2023-274 A RESOLUTION APPROVING THE AMENDMENT OF A CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT

- 4. Consideration of a Resolution for the Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE) (AF-155-2023) (Jessica Harmon)**

RESOLUTION NO. 2023-275 A RESOLUTION APPROVING THE LEASE AMENDMENTS TO THE LEASES WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSPORT CENTER FOR HIGHER EDUCATION, TO RENEW THE AGREEMENTS FOR ONE YEAR AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AMENDMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AMENDMENTS

- 5. Consideration of a Resolution for the Extension of Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF-156-2023) (Jessica Harmon)**

RESOLUTION NO. 2023-276 A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

- 6. Consideration to Approve Issuance of a Certificate of Compliance for a Business to Sell Retail Alcoholic Beverages (AF-174-2023) (Lisa Winkle)**

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XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt thanked Angie Marshall for filling in for Lisa Winkle. He also thanked the BMA for their time and support regarding the budget. Mr. McCartt also recognized John Morris, Noel McCurry and Tyra Copas as well as other city staff for their effort.

2. Mayor and Board Members

Alderman Montgomery applauded staff for their work on the budget and answering questions throughout the process. He announced the KOSBE awards applications will be taken starting this week through August and encouraged citizens to nominate deserving businesses. Healthy Kingsport will be at the Farmers Market on Saturday for a one mile walk and those who participate will receive a voucher for the market. Lastly, he mentioned the upcoming Juneteenth celebration downtown. Alderman Phillips also applauded city staff, pointing out the budget process was halfway through when we were hit with the property tax issue and was thankful for finding a work around that didn't involve raising taxes. Mr. Phillips noted there were lots of big items in the budget, but he was most excited about the plan for the next five years. He also reminded citizens of the benefits of the Connect Kingsport app and encouraged them to download it. Alderman Olterman mentioned the Axmen season opening tomorrow night. Alderman Duncan stated the staff and the city manager did a great job on the budget by working through a number of curveballs. He commented on the Memorial Day service and thanked the Mayor for serving. Lastly, he mentioned the Downtown concerts on Fridays and Sundays. Alderman Cooper echoed comments on the budget, pointing out right after passing last year's budget is when the collapse of the dome happened. She also stated in addition to the Downtown concerts there are also Friday afternoon concerts at Glen Bruce park. Ms. Cooper noted the goats are at Bays Mountain park this week as they travel around the city until Funfest. She further commented Christmas tree park planning was already underway for this year and expressed excitement for what's to come. There will also be a Christmas in July pre-sale for citizens to sponsor a tree during Funfest. Vice-Mayor George commented on the budget, hoping one year we will have a normal one. She thanked staff for keeping the BMA aware of issues, preparing them and answering questions. The Vice-Mayor mentioned the Hop and Shop was successful last week. She also pointed out there was still availability in Bays Mountain Day Camps. Mayor Shull pointed out this is the fourth budget six of the board members have gone through with the city manager noting and every year there's a different issue. He also stated it was published in the paper and the second reading will be at the next meeting. The Mayor

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provided details on Public Safety Day and Public Works Day at the Farmers Market and stated his appreciation to staff for conducting them. Finally he commented the school board prepared their budget but the BMA has to pass it and there is a great working relationship with the school system.

3. Visitors. (*Citizens may speak on issue-oriented items.*)

Big G commented on Public Works Day and the city's open door policy. He thanked the city clerk and commented on an arrest.

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

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

<u>Fire Equipment (NC2216)</u>	<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

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.90-04 Equipment	453,356	14,839	468,195
Total:	453,356	14,839	468,195

<u>Bays Mtn Road Maintenance (NC1805)</u>	<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

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.90-03 Improvements	1,000	(1,000)	0
Total:	1,000	(1,000)	0

<u>Greenbelt Repaving (NC2223)</u>	<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

<u>Expenditures:</u>	\$	\$	\$
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

<u>Leisure Services Software (NC2225)</u>	<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

<u>Expenditures:</u>	\$	\$	\$
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

<u>Justice Center Improvements (GP1731)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
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

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	71,085	(10,673)	60,412
Total:	71,085	(10,673)	60,412

<u>Justice Center Design (GP2205)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
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

<u>Expenditures:</u>	\$	\$	\$
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

<u>Signal Pole Upgrades (GP1808)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
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

<u>Expenditures:</u>	\$	\$	\$
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
2. BOE Budget Amendment Number Eight – FY 2023

	Y	N	O
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 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
Totals	1,293,542	913,088	2,206,630

<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: _____

May 9, 2023

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: DONATION

Kingsport City Schools has received a donation from the John Adams PTO for \$14,000. This donation is for improvements to/expansion of the John Adams playground.

It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Adams Capital Outlay be increased by \$14,000.

ITEM TWO: TENNESSEE ARTS COMMISSION GRANT

Two of our elementary schools have received grants from the Tennessee Arts Commission. These grants fund visiting authors, performances by the Barter Players, or other performing arts. The schools that have received these grants are Johnson - \$3,000 and Washington - \$3,000.

It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$6,000.

ITEM THREE: SUMMER LEARNING GRANT

The State has allocated \$893,088 for Summer Learning Camps. This consist of sub-grants for Summer Learning - \$755,975 and Summer Learning Transportation - \$137,113. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program. It is recommended that the estimated revenues for Federal Though State Funds be increase by \$268,144 and Other State Education Funds be increased by \$624,944 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$893,088.

ITEM FOUR: MISCELLANEOUS TRANSFERS

Dobyns-Bennett High School – Dobyns-Bennett has requested to transfer \$2,000 from their Student Travel account, \$2,000 from their Repair of Book account, \$5,000 from their Library Book account, and \$2,000 from their Audio Visual account to their Non-Instructional Equipment account (\$11,000). This will fund various non-instructional equipment needs throughout the school.

Sevier Middle School – Sevier has requested to transfer \$4,000 from their Instructional Supply account, \$2,400 from their Instructional Equipment account, and \$8,000 from their Student Travel account to their Non-Instructional Equipment account (\$14,400). This will provide funds to paint the main gym and purchase classroom furniture.

Jackson Elementary – Jackson Elementary School has requested to transfer \$5,500 from their

Instructional Equipment account and \$1,367 from their Principal Travel account to their Non-Instructional Equipment account (\$6,867). This will fund the purchase of classroom furniture.

Jefferson Elementary – Jefferson Elementary School has requested to transfer \$6,574 from their Instructional Equipment account to their Awards and Dues account (\$866) and to their Non-Instructional Equipment account (\$5,708). This will assist in funding end of year celebrations and their outdoor learning center.

Roosevelt Elementary – Roosevelt Elementary has requested to transfer \$5,582 from their Instructional Supply account and \$2,741 from their Instructional Equipment and account to their Non-Instructional Equipment account. These funds will be used to provide additional office and conference room space for their front office.

D-B Excel – D-B Excel has requested to transfer \$1,567 from their Principal Travel account to their Non-Instructional Equipment account. This will assist in funding bathroom improvements.

SCHOOL NUTRITION SERVICES FUND

The School Nutrition Services department is upgrading/replacing various pieces of equipment at multiple school locations. These purchases will be funded from funds that are available in their Unreserved Fund Balance. There are purchases for various pieces of equipment that total approximately \$315,000. There is also an additional project to replace the dishwasher at Dobyns-Bennett. This project is estimated to cost \$305,000.

It is recommended to increase the estimated revenue for Fund Balance Appropriations and to increase the appropriations for various Capital Outlay accounts by \$620,000.

FEDERAL PROJECTS FUND

The Federal Projects Fund budget was previously approved for a total of \$5,116,761.

There have been five additional grants received. The total of these new grants is \$1,054,334. These grants are:

1. Math Implementation Support – \$71,250
2. Resilient School Communities – \$54,859
3. Epidemiology and Laboratory Capacity - \$372,725
4. TN All Corps - \$465,500
5. CTE Perkins Reserve - \$90,000

The McKinney-Vento Homeless Education Grant has been transferred from the School Project Fund to the Federal Projects Fund. The revised amount of this grant is \$80,156.

There are two grants that had been anticipated to be received, that were not received. The total of these grants were \$62,000. These grants were:

1. IDEA Partnership for Systemic Change (K-12) - \$40,000

2. IDEA Partnership for Systemic Change (Preschool) - \$22,000

There have been changes in a number of other grants that have resulted in a net increase of \$326,666.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$1,399,156. The revised Federal Projects budget will be \$6,515,917.

SCHOOL SPECIAL PROJECTS FUND

The School Special Projects Fund budget was previously approved for a total of \$1,459,100.

Kingsport City Schools has been awarded an Innovative Model Schools grant from the Tennessee Department of Education. This grant is for \$2,000,000 and covers a four-year period. These funds will be used to support our CTE programs at the middle and high schools. There is a requirement with this grant that requires Kingsport City schools to fund a portion of the salaries associated with this grant in years three and four. Funds have been set aside in the FY 2024 General Purpose to meet this requirement in future years.

The Safe Schools grant and the Coordinated School Health grants are being increased by \$16,980 and \$2,610, respectively, to reflect increases in those grants. The Washington and DBE STEM grants have also been increased by \$8,700 each.

The estimated revenues and appropriations for the Homeless Assistance grant are being decreased by \$55,000. These grant funds are being moved to the Federal Projects Fund.

The estimated revenues and appropriations for the Family Resource Center Program and the Homeless Assistance Program are being increased by \$17,500 and \$11,000, respectively, for donations that have been made to those programs. Current donations consist of:

- Family Resource Program
 - St. Paul's Episcopal Church - \$6,293
 - Midfield Freewill Baptist Church - \$600
 - First Presbyterian Church - \$1,000
 - Harlie's Angels - \$1,000
 - Kiwanis Club - \$6,500
 - Xi Beta Upsilon - \$100
- Homeless Assistance Program
 - Rotary Club - \$4,565
 - Waverly Road Presbyterian Church - \$2,000
 - Kristi Krcal - \$500
 - First Presbyterian Church - \$1,644
 - Michelle Wilder - \$300

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$2,010,490. The revised School Special Projects budget will be \$3,469,590.

GENERAL PROJECT FUND

There are four capital projects that are complete and need to be closed. Each one of these has excess funds, which were allocated from the General Purpose School Fund, that need to be transferred to an open project. The four projects and their balances are:

School Technology Upgrade (GP1922)	\$ 5,625
John Sevier Renovations (GP2112)	6,750
Robinson Cooling Tower (GP2210)	32,250
JFJ Stadium Lighting Upgrade (GP2219)	<u>36,324</u>
Total	<u>\$76,949</u>

It is recommended that these funds be transferred to the FY 2023 School Capital Improvement Project.



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 Dobyys-Bennett.

- Attachments:**
1. Ordinance
 2. BOE Budget Amendment Number Eight – FY 2023

	Y	N	O
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: _____

May 9, 2023

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: DONATION

Kingsport City Schools has received a donation from the John Adams PTO for \$14,000. This donation is for improvements to/expansion of the John Adams playground.

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It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$6,000.

ITEM THREE: SUMMER LEARNING GRANT

The State has allocated \$893,088 for Summer Learning Camps. This consist of sub-grants for Summer Learning - \$755,975 and Summer Learning Transportation - \$137,113. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program. It is recommended that the estimated revenues for Federal Though State Funds be increase by \$268,144 and Other State Education Funds be increased by \$624,944 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$893,088.

ITEM FOUR: MISCELLANEOUS TRANSFERS

Dobyns-Bennett High School – Dobyns-Bennett has requested to transfer \$2,000 from their Student Travel account, \$2,000 from their Repair of Book account, \$5,000 from their Library Book account, and \$2,000 from their Audio Visual account to their Non-Instructional Equipment account (\$11,000). This will fund various non-instructional equipment needs throughout the school.

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4. TN All Corps - \$465,500
5. CTE Perkins Reserve - \$90,000

The McKinney-Vento Homeless Education Grant has been transferred from the School Project Fund to the Federal Projects Fund. The revised amount of this grant is \$80,156.

There are two grants that had been anticipated to be received, that were not received. The total of these grants were \$62,000. These grants were:

1. IDEA Partnership for Systemic Change (K-12) - \$40,000

2. IDEA Partnership for Systemic Change (Preschool) - \$22,000

The have been changes in a number of other grants that have resulted in a net increase of \$326,666.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$1,399,156. The revised Federal Projects budget will be \$6,515,917.

SCHOOL SPEICAL PROJECTS FUND

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- Homeless Assistance Program
 - Rotary Club - \$4,565
 - Waverly Road Presbyterian Church - \$2,000
 - Kristi Krcal - \$500
 - First Presbyterian Church - \$1,644
 - Michelle Wilder - \$300

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$2,010,490. The revised School Special Projects budget will be \$3,469,590.

GENERAL PROJECT FUND

There are four capital projects that are complete and need to be closed. Each one of these has excess funds, which were allocated from the General Purpose School Fund, that need to be transferred to an open project. The four projects and their balances are:

School Technology Upgrade (GP1922)	\$ 5,625
John Sevier Renovations (GP2112)	6,750
Robinson Cooling Tower (GP2210)	32,250
JFJ Stadium Lighting Upgrade (GP2219)	<u>36,324</u>
Total	<u>\$76,949</u>

It is recommended that these funds be transferred to the FY 2023 School Capital Improvement Project.



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
2. BOE Budget Amendment Number Eight – FY 2023

	Y	N	O
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
<i>Totals:</i>	<u>5,116,761</u>	<u>1,399,156</u>	<u>6,515,917</u>
 <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
<i>Totals:</i>	<u>5,116,761</u>	<u>1,399,156</u>	<u>6,515,917</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.

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:

May 9, 2023

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: DONATION

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It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$6,000.

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The State has allocated \$893,088 for Summer Learning Camps. This consist of sub-grants for Summer Learning - \$755,975 and Summer Learning Transportation - \$137,113. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program. It is recommended that the estimated revenues for Federal Though State Funds be increase by \$268,144 and Other State Education Funds be increased by \$624,944 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$893,088.

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D-B Excel – D-B Excel has requested to transfer \$1,567 from their Principal Travel account to their Non-Instructional Equipment account. This will assist in funding bathroom improvements.

SCHOOL NUTRITION SERVICES FUND

The School Nutrition Services department is upgrading/replacing various pieces of equipment at multiple school locations. These purchases will be funded from funds that are available in their Unreserved Fund Balance. There are purchases for various pieces of equipment that total approximately \$315,000. There is also an additional project to replace the dishwasher at Dobyms-Bennett. This project is estimated to cost \$305,000.

It is recommended to increase the estimated revenue for Fund Balance Appropriations and to increase the appropriations for various Capital Outlay accounts by \$620,000.

FEDERAL PROJECTS FUND

The Federal Projects Fund budget was previously approved for a total of \$5,116,761.

There have been five additional grants received. The total of these new grants is \$1,054,334. These grants are:

1. Math Implementation Support – \$71,250
2. Resilient School Communities – \$54,859
3. Epidemiology and Laboratory Capacity - \$372,725
4. TN All Corps - \$465,500
5. CTE Perkins Reserve - \$90,000

The McKinney-Vento Homeless Education Grant has been transferred from the School Project Fund to the Federal Projects Fund. The revised amount of this grant is \$80,156.

There are two grants that had been anticipated to be received, that were not received. The total of these grants were \$62,000. These grants were:

1. IDEA Partnership for Systemic Change (K-12) - \$40,000

2. IDEA Partnership for Systemic Change (Preschool) - \$22,000

The have been changes in a number of other grants that have resulted in a net increase of \$326,666.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$1,399,156. The revised Federal Projects budget will be \$6,515,917.

SCHOOL SPEICAL PROJECTS FUND

The School Special Projects Fund budget was previously approved for a total of \$1,459,100.

Kingsport City Schools has been awarded a Innovative Model Schools grant from the Tennessee Department of Education. This grant is for \$2,000,000 and covers a four-year period. These funds will be used to support our CTE programs at the middle and high schools. There is a requirement with this grant that requires Kingsport City schools to fund a portion of the salaries associated with this grant in years three and four. Funds have been side aside in the FY 2024 General Purpose to meet this requirement in future years.

The Safe Schools grant and the Coordinated School Health grants are being increased by \$16,980 and \$2,610, respectively, to reflect increases in those grants. The Washington and DBE STEM grants have also been increased by \$8,700 each.

The estimated revenues and appropriations for the Homeless Assistance grant are being decreased by \$55,000. These grant funds are being moved to the Federal Projects Fund.

The estimated revenues and appropriations for the Family Resource Center Program and the Homeless Assistance Program are being increased by \$17,500 and \$11,000, respectively, for donations that have been made to those programs. Current donations consist of:

- Family Resource Program
 - St. Paul's Episcopal Church - \$6,293
 - Midfield Freewill Baptist Church - \$600
 - First Presbyterian Church - \$1,000
 - Harlie's Angels - \$1,000
 - Kiwanis Club - \$6,500
 - Xi Beta Upsilon - \$100
- Homeless Assistance Program
 - Rotary Club - \$4,565
 - Waverly Road Presbyterian Church - \$2,000
 - Kristi Krcal - \$500
 - First Presbyterian Church - \$1,644
 - Michelle Wilder - \$300

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$2,010,490. The revised School Special Projects budget will be \$3,469,590.

GENERAL PROJECT FUND

There are four capital projects that are complete and need to be closed. Each one of these has excess funds, which were allocated from the General Purpose School Fund, that need to be transferred to an open project. The four projects and their balances are:

School Technology Upgrade (GP1922)	\$ 5,625
John Sevier Renovations (GP2112)	6,750
Robinson Cooling Tower (GP2210)	32,250
JFJ Stadium Lighting Upgrade (GP2219)	<u>36,324</u>
Total	<u>\$76,949</u>

It is recommended that these funds be transferred to the FY 2023 School Capital Improvement Project.



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
- 2. BOE Budget Amendment Number Eight – FY 2023

	<u>Y</u>	<u>N</u>	<u>O</u>
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:

May 9, 2023

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: DONATION

Kingsport City Schools has received a donation from the John Adams PTO for \$14,000. This donation is for improvements to/expansion of the John Adams playground.

It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Adams Capital Outlay be increased by \$14,000.

ITEM TWO: TENNESSEE ARTS COMMISSION GRANT

Two of our elementary schools have received grants from the Tennessee Arts Commission. These grants fund visiting authors, performances by the Barter Players, or other performing arts. The schools that have received these grants are Johnson - \$3,000 and Washington - \$3,000.

It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$6,000.

ITEM THREE: SUMMER LEARNING GRANT

The State has allocated \$893,088 for Summer Learning Camps. This consist of sub-grants for Summer Learning - \$755,975 and Summer Learning Transportation - \$137,113. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program. It is recommended that the estimated revenues for Federal Though State Funds be increase by \$268,144 and Other State Education Funds be increased by \$624,944 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$893,088.

ITEM FOUR: MISCELLANEOUS TRANSFERS

Dobyns-Bennett High School – Dobyns-Bennett has requested to transfer \$2,000 from their Student Travel account, \$2,000 from their Repair of Book account, \$5,000 from their Library Book account, and \$2,000 from their Audio Visual account to their Non-Instructional Equipment account (\$11,000). This will fund various non-instructional equipment needs throughout the school.

Sevier Middle School – Sevier has requested to transfer \$4,000 from their Instructional Supply account, \$2,400 from their Instructional Equipment account, and \$8,000 from their Student Travel account to their Non-Instructional Equipment account (\$14,400). This will provide funds to paint the main gym and purchase classroom furniture.

Jackson Elementary – Jackson Elementary School has requested to transfer \$5,500 from their

Instructional Equipment account and \$1,367 from their Principal Travel account to their Non-Instructional Equipment account (\$6,867). This will fund the purchase of classroom furniture.

Jefferson Elementary – Jefferson Elementary School has requested to transfer \$6,574 from their Instructional Equipment account to their Awards and Dues account (\$866) and to their Non-Instructional Equipment account (\$5,708). This will assist in funding end of year celebrations and their outdoor learning center.

Roosevelt Elementary – Roosevelt Elementary has requested to transfer \$5,582 from their Instructional Supply account and \$2,741 from their Instructional Equipment and account to their Non-Instructional Equipment account. These funds will be used to provide additional office and conference room space for their front office.

D-B Excel – D-B Excel has requested to transfer \$1,567 from their Principal Travel account to their Non-Instructional Equipment account. This will assist in funding bathroom improvements.

SCHOOL NUTRITION SERVICES FUND

The School Nutrition Services department is upgrading/replacing various pieces of equipment at multiple school locations. These purchases will be funded from funds that are available in their Unreserved Fund Balance. There are purchases for various pieces of equipment that total approximately \$315,000. There is also an additional project to replace the dishwasher at Dobyms-Bennett. This project is estimated to cost \$305,000.

It is recommended to increase the estimated revenue for Fund Balance Appropriations and to increase the appropriations for various Capital Outlay accounts by \$620,000.

FEDERAL PROJECTS FUND

The Federal Projects Fund budget was previously approved for a total of \$5,116,761.

There have been five additional grants received. The total of these new grants is \$1,054,334. These grants are:

1. Math Implementation Support – \$71,250
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5. CTE Perkins Reserve - \$90,000

The McKinney-Vento Homeless Education Grant has been transferred from the School Project Fund to the Federal Projects Fund. The revised amount of this grant is \$80,156.

There are two grants that had been anticipated to be received, that were not received. The total of these grants were \$62,000. These grants were:

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2. IDEA Partnership for Systemic Change (Preschool) - \$22,000

The have been changes in a number of other grants that have resulted in a net increase of \$326,666.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$1,399,156. The revised Federal Projects budget will be \$6,515,917.

SCHOOL SPEICAL PROJECTS FUND

The School Special Projects Fund budget was previously approved for a total of \$1,459,100.

Kingsport City Schools has been awarded a Innovative Model Schools grant from the Tennessee Department of Education. This grant is for \$2,000,000 and covers a four-year period. These funds will be used to support our CTE programs at the middle and high schools. There is a requirement with this grant that requires Kingsport City schools to fund a portion of the salaries associated with this grant in years three and four. Funds have been side aside in the FY 2024 General Purpose to meet this requirement in future years.

The Safe Schools grant and the Coordinated School Health grants are being increased by \$16,980 and \$2,610, respectively, to reflect increases in those grants. The Washington and DBE STEM grants have also been increased by \$8,700 each.

The estimated revenues and appropriations for the Homeless Assistance grant are being decreased by \$55,000. These grant funds are being moved to the Federal Projects Fund.

The estimated revenues and appropriations for the Family Resource Center Program and the Homeless Assistance Program are being increased by \$17,500 and \$11,000, respectively, for donations that have been made to those programs. Current donations consist of:

- Family Resource Program
 - St. Paul's Episcopal Church - \$6,293
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 - First Presbyterian Church - \$1,000
 - Harlie's Angels - \$1,000
 - Kiwanis Club - \$6,500
 - Xi Beta Upsilon - \$100
- Homeless Assistance Program
 - Rotary Club - \$4,565
 - Waverly Road Presbyterian Church - \$2,000
 - Kristi Krcal - \$500
 - First Presbyterian Church - \$1,644
 - Michelle Wilder - \$300

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$2,010,490. The revised School Special Projects budget will be \$3,469,590.

GENERAL PROJECT FUND

There are four capital projects that are complete and need to be closed. Each one of these has excess funds, which were allocated from the General Purpose School Fund, that need to be transferred to an open project. The four projects and their balances are:

School Technology Upgrade (GP1922)	\$ 5,625
John Sevier Renovations (GP2112)	6,750
Robinson Cooling Tower (GP2210)	32,250
JFJ Stadium Lighting Upgrade (GP2219)	<u>36,324</u>
Total	<u>\$76,949</u>

It is recommended that these funds be transferred to the FY 2023 School Capital Improvement Project.



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-106-2023 **Final Adoption: June 20, 2023**
Work Session: June 5, 2023 Staff Work By: John Morris
First Reading: June 6, 2023 Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

This ordinance increases the General Fund total by \$3,176,320. It covers budget shortfalls and moves money into various projects.

- Farmers Market SNAP Grant project (NC1811) in the amount of \$2,500
- Street Resurfacing project (NC2300) in the amount of \$400,000
- ERP Phase I project (NC2330) in the amount of \$500,000
- Leisure Services Projects project (NC2331) in the amount of \$125,000
- Ft Robinson Bridge Repl project (GP1618) in the amount of \$17,000
- Street Resurfacing project (GP2033) in the amount of \$300,000
- Court/Public Facility Plan project (GP1820) in the amount of \$38,596
- Faci-Maint-Improv HVAC (GP2009) in the amount of \$295,680

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

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

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

The Solid Waste Fund is being amended by increasing the Inside Res 1 Cart line (415-0000-343.10-10) by \$59,479, the Outside Resident 1 Cart line (415-0000-343.10-20) by \$48,719, the Landfill Tipping Fee line (415-0000-343.60-00) by \$166,178, and the Earnings on Investment line (415-0000-361.10-00) by \$25,624, and by increasing the Landfill Services line (415-4022-462.20-38) by \$50,000 and the To Solid Waste Proj Fund line (415-6001-601.70-55) by \$250,000.

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

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

Attachments:

1. Ordinance

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

Item X1.

ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

Account Number/Description:

General Fund: 110

Revenues:

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

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

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

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

Expenditures:

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

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

Account Number/Description:

General Projects-Special Revenue Fund: 111

Farmers Market SNAP Grant (NC1811)

Revenues:

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

Expenditures:

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

Streets Resurfacing (NC2300)

Revenues:

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

Expenditures:

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

ERP Phase I (NC2330)

Revenues:

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

Expenditures:

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

Leisure Services Projects (NC2331)

Revenues:

111-0000-391.01-00 From General Fund

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

Expenditures:

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	125,000	125,000
Total:	0	125,000	125,000

Account Number/Description:

Fund 121: State Street Aid Fund

Revenues:

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

121-0000-391.01-00 From General Fund

121-0000-392.01-00 From Fund Balance

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

Account Number/Description:

Ft. Robinson Bridge Replace (GP1618)

Revenues:

311-0000-361.22-00 Int LGIP

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

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

311-0000-368.21-01 Premium From Bond Sale

311-0000-391.01-00 From General Fund

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

Expenditures:

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

311-0000-601.90-03 Improvements

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

Street Resurfacing (GP2033)

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

Court/Public Facility Pln (GP1820)

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

Expenditures:

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

Faci Maint-Improv HVAC (GP2009)

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

Account Number/Description:

Water Fund: 411

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

Account Number/Description:

Sewer Fund: 412

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

Account Number/Description:

Solid Waste Fund: 415

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

Expenditures:

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

Account Number/Description:

Water Project Fund: 451

Wash Co Water Ext (WA2303)

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

Expenditures:

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

Account Number/Description:

Solid Waste Project Fund: 455

Demolition Landfill (DL2300)

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

Expenditures:

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

Solid Waste Carts (DL2301)

Revenues:

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

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-601.90-04 Equipment	\$ 0	\$ 100,000	\$ 100,000
Total:	0	100,000	100,000

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2023-2024 Budget

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

Action Form No.: AF- 166-2023
Work Session: June 5, 2023
First Reading: June 6, 2023
Final Adoption: June 20, 2023
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance

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

The total revenue and expenditures less transfers (duplicates) for the FY23-24 budget for all funds are \$210,641,670. This excludes the water, sewer, and grant project funds. Separate ordinances for these funds will be presented.

Attachments:
1. Ordinance

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

ORDINANCE NO. _____

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

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

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

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

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

SECTION 1: That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2023, and ending June 30, 2024, are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Allendale Fund - 620
 Steadman Cemetery Trust Fund - 621

\$226,049
 \$6,052

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

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

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

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

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

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

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

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

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

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

Section X. That the Tennessee Consolidated Retirement System Rate will be approved at 27.97% for current employees only and the employees under the bridge will be 31.47%. That employees hired after July 1, 2012, will participate in a TCRS Hybrid Plan with a mandatory contribution of 5% and a required city contribution of 9%.

Section XI. That the tax rate will be set at \$1.9983 for Sullivan County inside city residents and for Hawkins County inside city rates for tax year 2023.

Section XII. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the

“Statutes”.) If the Comptroller of the Treasury or Comptroller’s Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller’s Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller’s Designee.

Section XIII. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XIV. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section XV. The General Fund Capital Improvements Plan (FY24-28) is hereby approved.

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2023-2024 Water Budget

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

Action Form No.: AF-167-2023
Work Session: June 5, 2023
First Reading: June 6, 2023

Final Adoption: June 20, 2023
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinances.

Executive Summary:

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

The Water Fund budget for FY 2023-2024 is \$17,051,800.

Attachments:

1. Ordinance
2. Ordinance Amended

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

ORDINANCE NO. _____

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

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

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

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

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section X. That the Legacy Tennessee Consolidated Retirement System Rate will be approved at 27.97% for current employees only and the employees under the bridge will be 31.47%. That employees hired after July 1, 2012 will participate in a TCRS Hybrid Plan with a mandatory contribution of 5% and a required city contribution of 9%.

Section XI. The changes in water usage rates are published in the Fee Resolution for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2023.

Section XIII. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21

of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XIV. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XV. The Water Fund Capital Improvements Plan (FY24-28) is hereby approved.

Section XVI. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

ORDINANCE NO. _____

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

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

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

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

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2023, and ending June 30, 2024, are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

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

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

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

WATER FUND - 411	Actual FY2022	Estimated FY 2023	Budget FY 2024
Operating Revenues			
Charges and Fees	\$14,373,878	\$15,450,020	\$15,650,600
Other	\$177,774		
Total Operating Revenues	\$14,551,652	\$15,450,020	\$15,650,600
Non-Operating Revenues (Expenses)			
Revenue: Investment Income	\$16,353	\$186,150	\$280,900
Other	\$71,643	\$740,300	\$740,300
Other Financing Sources			
Transfers In - From Other Funds	\$183,573	\$320,000	\$380,000
Total Revenues and Other Financing Sources	\$14,823,221	\$16,696,470	\$17,051,800
Operating Expenses			
Water Department	\$7,053,009	\$8,183,250	\$7,852,070
Other	\$15,701	\$70,000	\$136,750
Depreciation	\$3,557,581	\$0	\$166,050
Total Operating Expenses	\$10,626,291	\$8,253,250	\$8,154,870
Capital Expenses			
Debt Service (Principal & Interest)	\$974,475	\$3,987,600	\$4,215,400
To Capital Projects	\$0	\$1,243,500	\$1,296,500
Total Expenses	\$11,600,766	\$13,484,350	\$13,666,770
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,281,580	\$1,449,120	\$1,622,030
Less Internal Service Funds	(1,281,580)	\$0	\$0
Transfers Out - To General Fund (PILOT)	\$653,000	\$653,000	\$653,000
Transfers Out - To General Fund (Admin)	\$1,006,252	\$1,110,000	\$1,110,000
Total Appropriations	\$13,260,018	\$16,696,470	\$17,051,800
Change in Fund Balance (Revenues - Appropriations)	\$1,563,203	0	\$0
Beginning Fund Balance July 1	\$68,736,974	\$70,300,177	\$70,300,177
Ending Fund Balance June 30	\$70,300,177	\$70,300,177	\$70,300,177
Ending Fund Balance as a % of Appropriations	376.2%	235.4%	345.0%

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

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

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

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

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

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

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

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

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

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

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

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

Section X. That the Legacy Tennessee Consolidated Retirement System Rate will be approved at 27.97% for current employees only and the employees under the bridge will be 31.47%. That employees hired after July 1, 2012, will participate in a TCRS Hybrid Plan with a mandatory contribution of 5% and a required city contribution of 9%.

Section XI. The changes in water usage rates are published in the Fee Resolution for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2023.

Section XIII. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21

of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XIV. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XV. The Water Fund Capital Improvements Plan (FY24-28) is hereby approved.

Section XVI. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2023-2024 Sewer Budget

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

Action Form No.: AF-168-2023
Work Session: June 5, 2023
First Reading: June 6, 2023

Final Adoption: June 20, 2023
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance.

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

The Sewer Fund budget for FY 2023-2024 is \$18,780,600.

Attachments:
1. Ordinance

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

ORDINANCE NO. _____

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

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

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

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

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2023, and ending June 30, 2024 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section X. That the Legacy Tennessee Consolidated Retirement System Rate will be approved at 27.97% for current employees only and the employees under the bridge will be 31.47%. That employees hired after July 1, 2012, will participate in a TCRS Hybrid Plan with a mandatory contribution of 5% and a required city contribution of 9%.

Section XI. The sewer usage rates will be increased by an average of 13.5% for both inside and outside city customers. These sewer rates shall be applicable to all billings rendered on or after July 1, 2023.

Section XII. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21

of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XIII. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XIV. The Sewer Fund Capital Improvements Plan (FY24-28) is hereby approved.

Section XV. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

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

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

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

Recommendation:
Approve the Ordinance.

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

Attachments:
1. Ordinance

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

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

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

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

Recommendation:
Approve the Ordinance.

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

Attachments:
1. Ordinance

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

ORDINANCE NO. _____

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

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$434,064.

COMMUNITY DEVELOPMENT FUND

CD2401	CDBG Administration	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$86,812	
124-0000-603.10-10	Salaries		\$69,110
124-0000-603.10-20	Social Security		\$5,390
124-0000-603.10-30	Health Insurance		\$2,812
124-0000-603.10-42	TCRS Hybrid Retirement		\$6,220
124-0000-603.10-50	Life Insurance		\$140
124-0000-603.10-52	Long Term Disability		\$140
124-0000-603.10-60	Workman's Compensation		\$60
124-0000-603.10-61	Unemployment Insurance		\$40
124-0000-603.20-10	Advertising and Publication		\$50
124-0000-603.20-21	Accounting/Auditing		\$120
124-0000-603.20-34	Telephone		\$150
124-0000-603.20-40	Travel		\$500
124-0000-603.20-43	Dues/Membership		\$200
124-0000-603.20-99	Miscellaneous		\$1,780
124-0000-603.30-10	Office Supplies		\$50
124-0000-603.30-11	Postage		\$50
	Total CD2401 - CDBG Administration	\$86,812	\$86,812
CD2404	KAHR Program	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$162,142	
124-0000-603.40-23	Grants		\$162,142
	Total CD2404 - KAHR Program	\$162,142	\$162,142
CD2405	Community Enrichment	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$65,110	
124-0000-603.40-23	Grants		\$65,110
	Total CD2405 - Community Enrichment	\$65,110	\$65,110

Item X6.

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

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

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

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

Action Form No.: AF-171-2023
Work Session: June 5, 2023
First Reading: June 6, 2023

Final Adoption: June 20, 2023
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year’s grant was presented in the budget work sessions on May 11, 2023. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total FY 2023-2024 budget for the Schools Public Law 93-380 Grant Project Fund is \$6,232,864.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

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

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

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

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

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

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

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

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

Action Form No.: AF-172-2023
Work Session: June 5, 2023
First Reading: June 6, 2023

Final Adoption: June 20, 2023
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the School Special Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions on May 11, 2023. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total FY 2023-2024 budget for the Schools Special Projects Grant Fund is \$815,120.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

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

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

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

School Grant Projects Fund -- 145

Revenues	Original Budget
Federal Grants	\$ 0
State Grant	\$ 730,620
Local Revenue	\$ 20,000
From School Fund - 141	\$ 64 500
Total Revenues	\$ 815,120
Expenditures	Original Budget
Instruction	\$ 734 090
Support Services	\$ 78,917
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 2,113
Total Expenditures	\$ 815,120

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

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Kingsport Code of Ordinances Section 30-29 Pertaining to Court Costs for Kingsport City Court

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

Action Form No.: AF-128-2023
 Work Session: June 5, 2023
 First Reading: June 6, 2023

Final Adoption: June 20, 2023
 Staff Work By: Tincher/Rowlett
 Presentation By: Chris McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

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

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

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

Attachments:

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

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

Item X9.

ORDINANCE NO. _____

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

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

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

Sec. 30-29 Court Costs

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

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1st READING: _____

PASSED ON 2nd READING: _____

Sec. 30-29. Court costs.

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

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

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

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

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



AGENDA ACTION FORM

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

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

Action Form No.: AF-175-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: D. Harris/J. Williams
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

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

Pursuant to this policy, the BMA entered into a Materials Agreement with Magnolia Ridge Development, LLC, related to the Magnolia Ridge Phase 1 Development, in the amount of \$110,747.35. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$100,715.69.

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

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

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

Item X11.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO MAGNOLIA RIDGE DEVELOPMENT, LLC FOR THE MAGNOLIA RIDGE PHASE 1 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Magnolia Ridge Development, LLC entered into a Materials Agreement in the total amount of \$110,747.35, with the city for the provision of certain water and sewer materials by the city for Magnolia Ridge Phase 1 Development; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$100,715.69, for Magnolia Ridge Phase 1 Development; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Magnolia Ridge Development, LLC, in the amount of \$100,715.69 for Magnolia Ridge Phase 1 Development, is approved.

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, CITY ATTORNEY

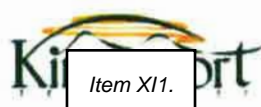
Materials Agreement

Project: Magnolia Ridge Phase 1
 Date: June 9, 2023
 Developer: Magnolia Ridge Development, LLC

File No.: 2021-D22

Water Line

Item #	Item Description	Units	U/M	Price	Total
41840	6" SDR21 Pipe	99.00	Jts	\$195.80	\$19,384.20
42120	4' Bury Hydrant	3.00	each	\$1,997.00	\$5,991.00
42325	6" MJ Gate Valve	18.00	each	\$600.54	\$10,809.72
43032	6x6x6 Anchor Tee	5.00	each	\$250.00	\$1,250.00
43032	6x6x6 Anchor Tee	2.00	each	\$145.38	\$290.76
42845	6" x 18" MJ Anchor Coupling	3.00	each	\$215.00	\$645.00
41951	6" MJ D.I. Plug w/ 2" Tap	2.00	each	\$68.00	\$136.00
Project #	WA2258				
	Expense To:				
Project Total	451-0000-605-9003				\$38,506.68
Sales Tax	451-0000-207-0201			9.50%	\$3,658.13
	Total Cost Including Tax				\$42,164.81
	Amount Paid and Receipted To:				
Contractor Paid	451-0000-208-1250				\$58,325.89
Sales Tax:	451-0000-207-0201			9.50%	\$5,540.96
	Total Cost Including Tax				\$63,866.85
	Sales Tax Adjustment				-\$1,882.82
Water	Refund Due Developer				\$60,208.71



Materials Agreement

Project: Magnolia Ridge Phase 1
 Date: June 9, 2023
 Developer: Magnolia Ridge Development, LLC

File No.: 2021-D22

Sanitary Sewer

Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	159.00	Joints	\$145.88	\$23,194.92
45057	8" x 6" Tee Wye gsktd Sewer	41.00	each	\$57.80	\$2,369.80
45112	Manhole Frame & Covers V-1312-44	15.00	each	\$303.23	\$4,548.45
	Manhole Estimate Cost	1.00	each	\$36,976.46	\$36,976.46
Project #	SW2258				
	Expense To:				
Project Total	452-0000-606-9003				\$67,089.63
Sales Tax	452-0000-207-0201			9.50%	\$6,373.51
	Total Cost Including Tax				\$73,463.14
	Amount Paid and Received To:				
Contractor Paid	452-0000-208-1250				\$42,813.24
Sales Tax:	452-0000-207-0201			9.50%	\$4,067.26
	Total Cost Including Tax				\$46,880.50
	Sales Tax Adjustment				\$2,306.26
Sewer	Refund Due Developer				\$40,506.98
				Total Refund	\$100,715.70

69 *

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

City of Kingsport Warehouse: Donna Simpson

Date: May 29, 2023

City of Kingsport Inspector: Serald Loller

Date: MAY 31 - 23

Developer: Seamus W. Bates

Date: 6-1-23

* ROUNDING
DLK

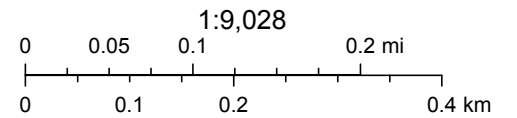


ArcGIS Web Map



12/21/2021, 11:49:54 AM

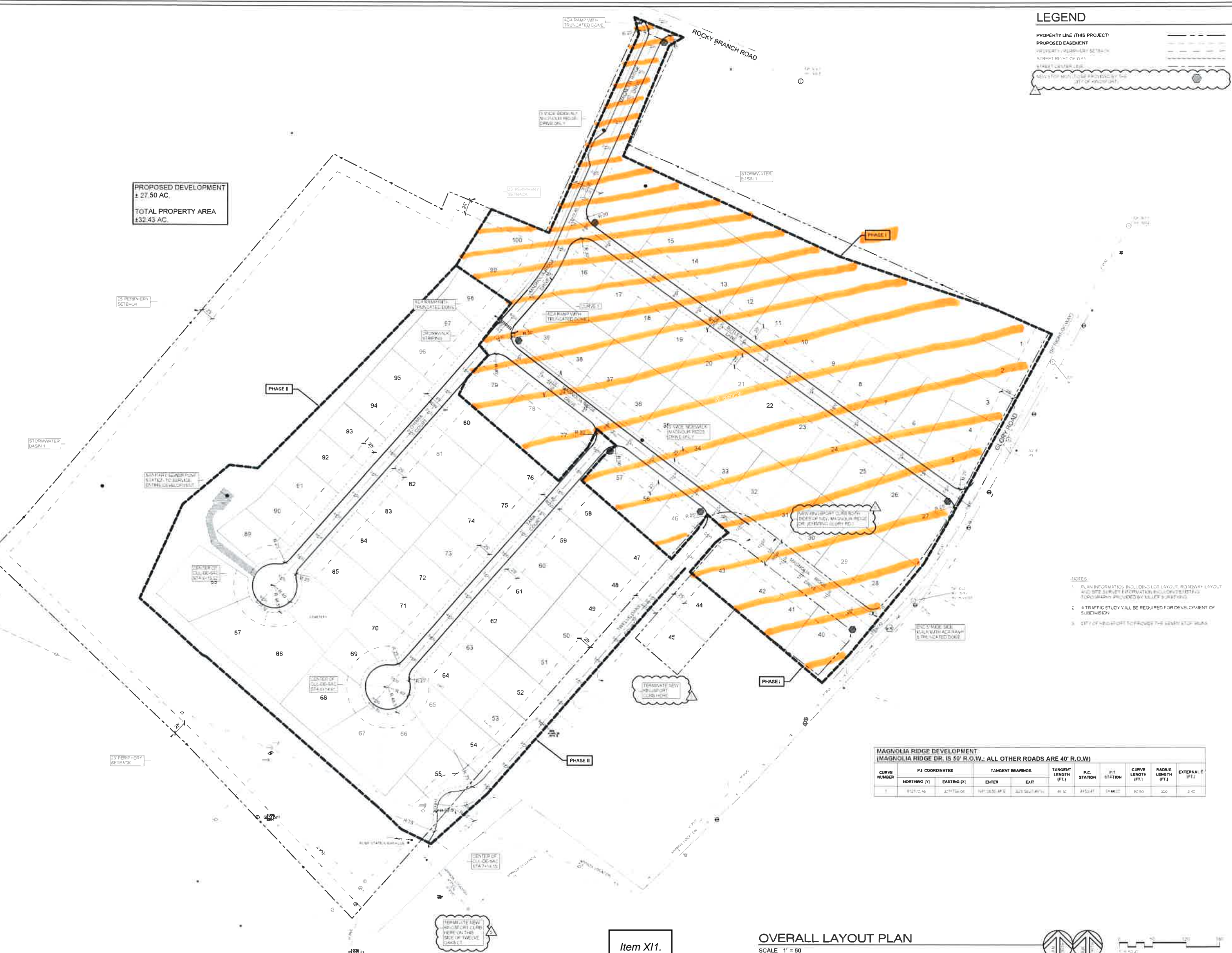
Hawkins County Parcels	Railroad_ROW	Sullivan County Parcels	Railroad_ROW	Washington County Parcels	Railroad_ROW
Lake_Pond	River	Lake_Pond	River	Lake_Pond	River
Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW
Parcels		Parcels		Parcels	Item X11.



PROPOSED DEVELOPMENT
± 27.50 AC.
TOTAL PROPERTY AREA
± 32.43 AC.

LEGEND

PROPERTY LINE (THIS PROJECT)
PROPOSED EASEMENT
PERIPHERY EASEMENT SETBACK
STREET FRONT OF WAY
STREET CENTER LINE
ADDITIONAL NOTES TO BE PROVIDED BY THE CITY OF KINGSFORD



- NOTES**
1. PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION SHALL BE PROVIDED TO THE CITY OF KINGSFORD BY THE SUBDIVIDER.
 2. A TRAFFIC STUDY WILL BE REQUIRED FOR DEVELOPMENT OF SUBDIVISION.
 3. CITY OF KINGSFORD TO PROVIDE THE SEWER STOP VALVE.

**MAGNOLIA RIDGE DEVELOPMENT
(MAGNOLIA RIDGE DR. IS 50' R.O.W.; ALL OTHER ROADS ARE 40' R.O.W.)**

CURVE NUMBER	P.I. COORDINATES		TANGENT BEARINGS		TANGENT LENGTH (FT.)	P.C. STATION	P.T. STATION	CURVE LENGTH (FT.)	RADIUS LENGTH (FT.)	EXTERNAL E (FT.)
	NORTHING (Y)	EASTING (X)	ENTER	EXIT						
1	812712.46	307758.06	N49°08M41E	S29°02M41W	47.32	8150.47	844.07	90.60	300	3.42

Item X11.

OVERALL LAYOUT PLAN
SCALE 1" = 60'



Magnolia Ridge Subdivision - A New Development for:
Magnolia Ridge Development, LLC
Kingsport, TN

Cain Rash West
Architects

130 Regional Park Dr
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

THIS DRAWING AS PREPARED BY CAIN RASH WEST ARCHITECTS SHALL BE USED FOR THE SPECIFIC DEVELOPMENT PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CAIN RASH WEST ARCHITECTS AND SHALL BE RETURNED FOR THEIR REQUEST.

NO.	DATE	REV. DESCRIPTION
1	10-01-20	ADDRESS CITY COMMENTS
4	02-19-21	REVISE LOT COUNT AND PLUMBING TO REVISE LOCAL REVISIONS TO RB
5	02-04-21	REVISE LOCAL REVISIONS TO RB
6	05-15-21	PHASE I PERMITS TABS & 12 CANS

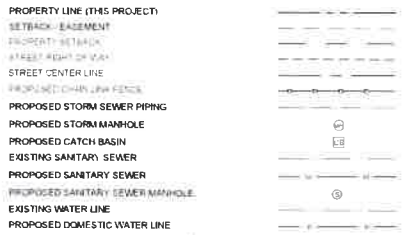


issued 17 AUG 2021
checked BWJ
drawn BWJ
project no. 202136

OVERALL LAYOUT PLAN

C-01

LEGEND



PUMP STATION NOTES

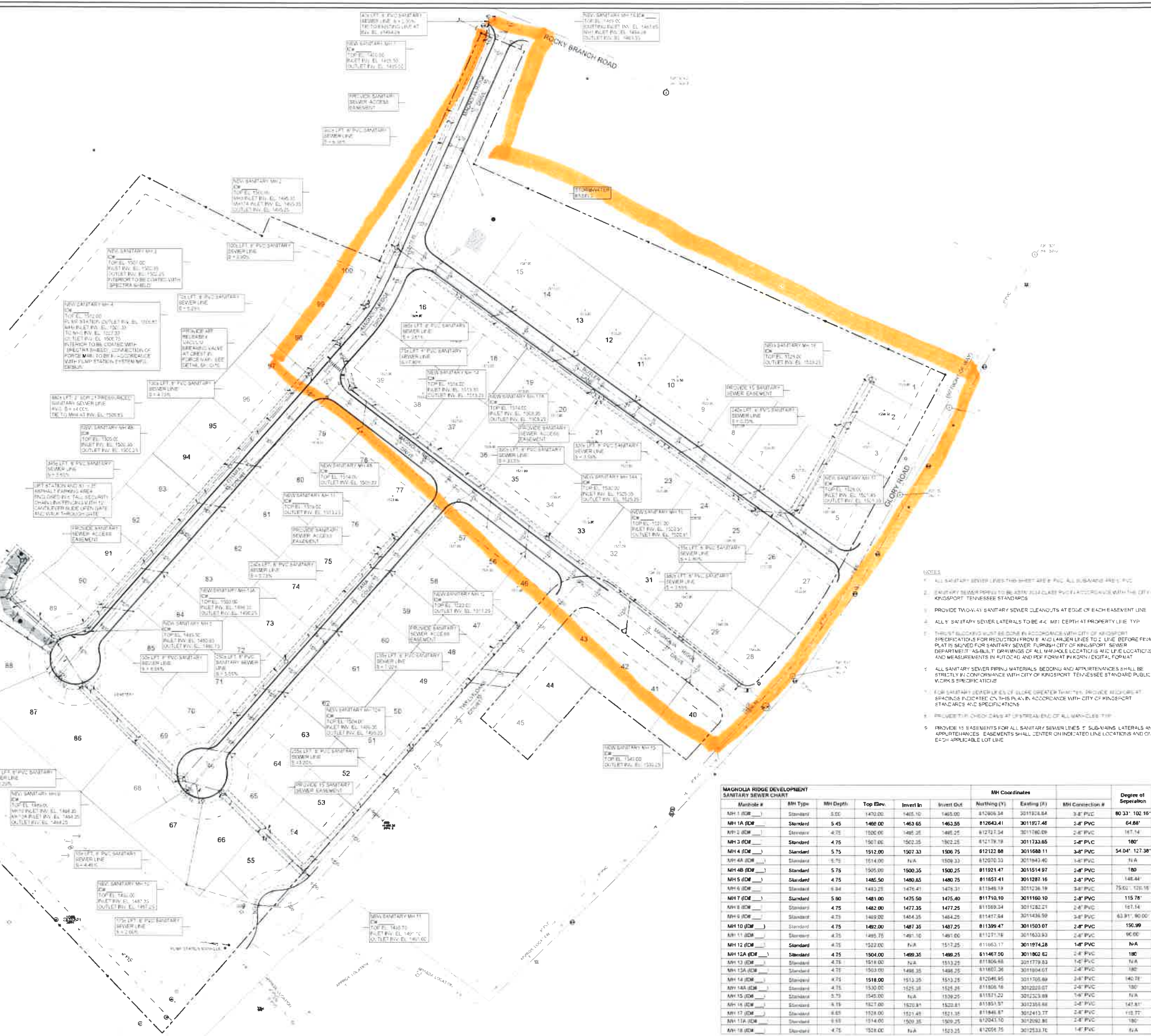
- NO ELECTRICAL CONNECTIONS ARE PERMITTED INSIDE WET WELL.
- ALL PIPING INSIDE WET WELL & LIST RE STAFLLESS STEEL.
- CHECK VALVES ARE TO BE SWING AND TYPE.
- DOOR CONTROL DEVICE OR SCREENER IS REQUIRED.
- PROVIDE POWER SUPPLY AS SPECIFIED BY AMERICAN ELECTRIC POWER MUST BE MOUNTED ON SUITABLE POST(S).
- SEE PUMP STATION CALCULATIONS BY HOLSTON ENGINEERING.

- NEW SANITARY SEWER PUMP STATION**
 CONCRETE SURFACE EL. 1481.00
 MANHOLE INLET EL. 1481.00
 FORCE MAIN OUTLET EL. 1475.00
 PUMP TO BE HYDRAULIC HOISTED WITH 1" DIA. FLEXIBLE HOSE - SEE PLAN STATION
 CONDUIT FROM BY HOISTING EQUIPMENT
 NEW FIBERGLASS BASE WET WELL 10' DIA. X 10' DEEP
 PROVIDE BATTERY AND HOT BOX
 PROVIDE BYPASS CONNECTION FOR EMERGENCY USE

STORWATER BASIN

- PROVIDE SANITARY SEWER ACCESS EASEMENT
 NEW 12" DIA. 2' DEEP WET WELL
 SANITARY SEWER LINE PARALLEL TO CHAIN LINE - SEE DETAIL IN C-2
 INLET EL. 1475.00
 PUMP STATION INLET EL. 1475.00

NOTE
 PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY MILLER SURVEYING.



MAGNOLIA RIDGE DEVELOPMENT SANITARY SEWER CHART

Manhole #	MH Type	MH Depth	Top Elev.	Invert In	Invert Out	Northing (N)	Eastings (E)	MH Connection #	Degree of Separation
MH 1 (IDM)	Standard	3.00	1470.00	1465.10	1465.00	812808.34	3011924.84	3-4" PVC	80.33' 102.15'
MH 1A (IDM)	Standard	5.45	1469.00	1463.65	1463.55	812643.41	3011927.48	2-4" PVC	64.88'
MH 2 (IDM)	Standard	4.75	1500.00	1495.25	1495.25	812727.34	3011960.09	2-4" PVC	147.14'
MH 3 (IDM)	Standard	4.75	1501.00	1502.25	1502.25	812739.79	3011733.65	2-4" PVC	180'
MH 4 (IDM)	Standard	5.75	1512.00	1507.33	1506.75	812122.88	3011688.11	3-4" PVC	54.04' 127.38'
MH 4A (IDM)	Standard	5.75	1514.00	N/A	1509.33	812070.33	3011949.40	1-4" PVC	N/A
MH 4B (IDM)	Standard	5.75	1505.00	1500.35	1500.25	811921.47	3011514.97	2-4" PVC	180'
MH 5 (IDM)	Standard	4.75	1485.00	1480.65	1480.75	811657.41	3011287.16	2-4" PVC	148.44'
MH 6 (IDM)	Standard	6.84	1482.25	1476.41	1476.31	811548.19	3011236.19	3-4" PVC	75.00' 125.18'
MH 7 (IDM)	Standard	5.90	1481.00	1475.50	1475.40	811710.10	3011160.10	2-4" PVC	115.78'
MH 8 (IDM)	Standard	4.75	1482.00	1477.35	1477.25	811669.34	3011282.21	2-4" PVC	167.14'
MH 9 (IDM)	Standard	4.75	1489.00	1484.35	1484.25	811477.84	3011436.99	3-4" PVC	63.91' 90.00'
MH 10 (IDM)	Standard	4.75	1482.00	1487.35	1487.25	811399.47	3011503.07	2-4" PVC	156.99'
MH 11 (IDM)	Standard	4.75	1485.75	1481.10	1481.00	811271.76	3011633.93	2-4" PVC	95.00'
MH 12 (IDM)	Standard	4.75	1522.00	N/A	1517.25	811063.17	3011874.28	1-4" PVC	N/A
MH 12A (IDM)	Standard	4.75	1504.00	1499.35	1499.25	811467.50	3011862.82	2-4" PVC	180'
MH 13 (IDM)	Standard	4.75	1518.00	N/A	1513.25	811506.98	3011779.83	1-4" PVC	N/A
MH 13A (IDM)	Standard	4.75	1503.00	1498.35	1498.25	811807.36	3011894.07	2-4" PVC	180'
MH 14 (IDM)	Standard	4.75	1518.00	1513.25	1513.15	812046.86	3011705.69	3-4" PVC	140.78'
MH 14A (IDM)	Standard	4.75	1530.00	1525.35	1525.25	811806.16	3012288.07	2-4" PVC	180'
MH 15 (IDM)	Standard	5.75	1540.00	N/A	1535.25	811571.20	3012353.88	1-4" PVC	N/A
MH 16 (IDM)	Standard	6.19	1527.00	1522.81	1522.81	811893.97	3012355.88	2-4" PVC	147.81'
MH 17 (IDM)	Standard	6.85	1528.00	1523.48	1523.38	811848.87	3012413.77	2-4" PVC	118.77'
MH 17A (IDM)	Standard	6.85	1514.00	1509.35	1509.25	812043.70	3012092.86	2-4" PVC	180'
MH 18 (IDM)	Standard	4.75	1528.00	N/A	1523.25	812056.75	3012333.76	1-4" PVC	N/A



Item X11.

SANITARY SEWER PLAN
 SCALE 1" = 60'

Magnolia Ridge Subdivision - A New Development for
Magnolia Ridge Development, LLC
 Kingsport, TN

Cain Rash West
 Architects
 130 Regional Park Dr.
 Kingsport, TN 37660
 Phn (423) 349-7760
 Fax (423) 349-7413
 www.grcinc.com

THIS DRAWING AS PREPARED BY Cain Rash West Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF Cain Rash West Architects AND SHALL BE RETURNED TO THEM UPON COMPLETION.

NO.	DATE	REV. DESCRIPTION
1	11/02/21	ADDRESS CITY COMMENTS
2	11/03/21	ADDRESS CITY COMMENTS
3	11/23/21	ADDRESS CITY COMMENTS



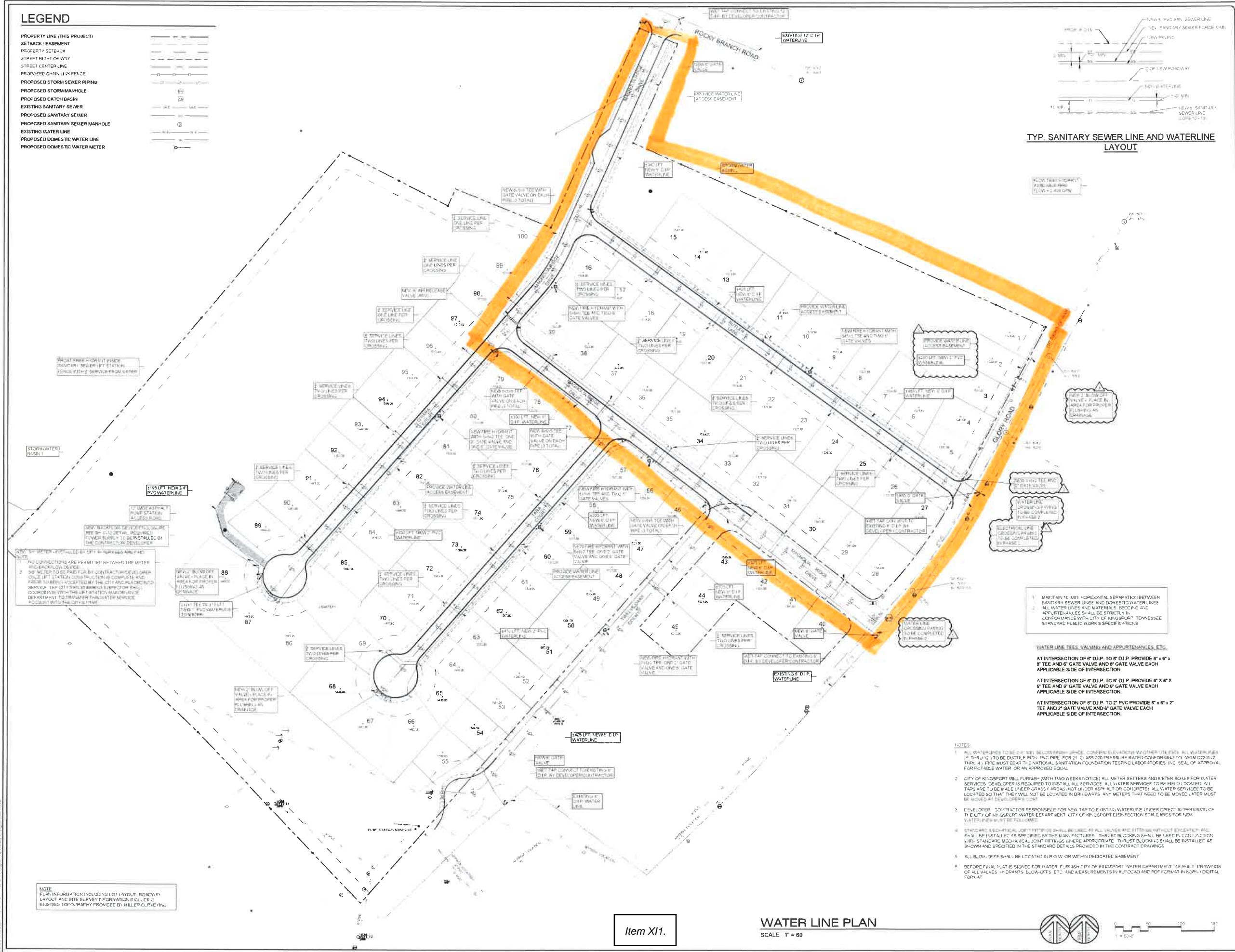
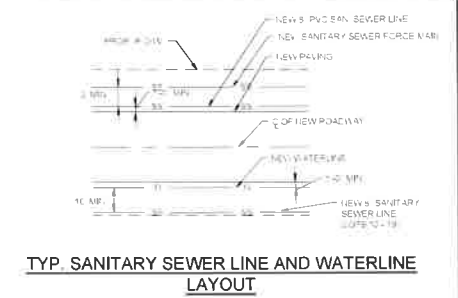
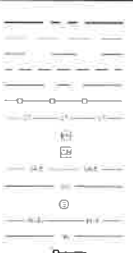
ISSUED 17 AUG 2021
 checked BWJ
 drawn BWJ
 project no 202136

SANITARY SEWER PLAN

C-08

LEGEND

- PROPERTY LINE (THIS PROJECT)
- SETBACK / EASEMENT
- PROPERTY SETBACK
- STREET RIGHT-OF-WAY
- STREET CENTERLINE
- PROPOSED CHAIN LINK FENCE
- PROPOSED STORM SEWER PIPING
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING WATER LINE
- PROPOSED DOMESTIC WATER LINE
- PROPOSED DOMESTIC WATER METER



NOTE:
 PLAN INFORMATION INCLUDING LOT LAYOUT, ROCKY BRANCH ROAD, LAYOUT AND SITE SURVEY INFORMATION, IF CALLED FOR, EXISTING TOPOGRAPHY PROVIDED BY MILLER SURVEYING.

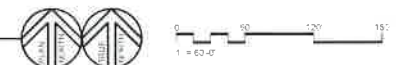
1. MAINTAIN 12" MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND DOMESTIC WATER LINES. ALL WATER LINES AND ALL WATER LINES AND A TRENCH BEDDING AND EXPOSED LINES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS.

WATER LINE TEES, VALVES AND APPURTENANCES, ETC.
 AT INTERSECTION OF 6" D.I.P. TO 6" D.I.P. PROVIDE 8" x 6" 8" TEE AND 6" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.
 AT INTERSECTION OF 6" D.I.P. TO 6" D.I.P. PROVIDE 6" x 6" x 6" TEE AND 6" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.
 AT INTERSECTION OF 6" D.I.P. TO 2" PVC PROVIDE 6" x 6" x 2" TEE AND 2" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

- NOTES:**
1. ALL WATER LINES TO BE OF NEW BELL BROS. UNDRERGROUND CONDUIT EXCEPT WHERE NOTED. ALL WATER PIPES (2" THRU 12") TO BE DUCTILE IRON (PVC PIPE, SCR 21 CLASS 200 PRESSURE RATED CONFORMING TO ASTM C244 (2" THRU 4") PIPE MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES (NSF) SEAL OF APPROVAL FOR POTABLE WATER OR AN APPROVED EQUAL.
 2. CITY OF KINGSPORT WILL FURNISH (WITH TWO WEEKS NOTICE) ALL METER SETTERS AND METER BOXES FOR WATER SERVICES. DEVELOPER IS REQUIRED TO INSTALL ALL SERVICES. ALL WATER SERVICES TO BE FIELD LOCATED. ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS (NOT UNDER ASPHALT OR CONCRETE). ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ANY METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S EXPENSE.
 3. DEVELOPER CONTRACTOR RESPONSIBLE FOR NEW TAP TO EXISTING WATERLINE UNDER DIRECT SUPERVISION OF THE CITY OF KINGSPORT WATER DEPARTMENT. CITY OF KINGSPORT DEPARTMENT ETAL LASSES FOR NEW WATER LINES TO BE FOLLOWING:
 4. STANDARD MECHANICAL JOINT FITTINGS SHALL BE USED. ALL VALVES AND FITTINGS WITHOUT EXCEPTIONS SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE USED IN COLLECTION WITH STANDARD MECHANICAL JOINT FITTINGS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.
 5. ALL BLOW-OFFS SHALL BE LOCATED IN R.O.W. OR WITHIN DEDICATED EASEMENT.
 6. BEFORE FINAL PLAT IS SIGNED FOR WATER FURNISHING CITY OF KINGSPORT WATER DEPARTMENT AS-BUILT DRAWINGS OF ALL VALVES IN DRINKS, BLOW-OFFS, ETC. AND MEASUREMENTS IN AUTOCAD AND PDF FORMAT IN KSPW / DIGITAL FORMAT.

Item X11.

WATER LINE PLAN
 SCALE 1" = 60'



Magnolia Ridge Subdivision - A New Development for:
Magnolia Ridge Development, LLC
 Kingsport, TN

Cain Rash West
 Architects
 130 Regional Park Dr
 Kingsport, TN 37660
 Phn (423) 349-7760
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 www.grcinc.com

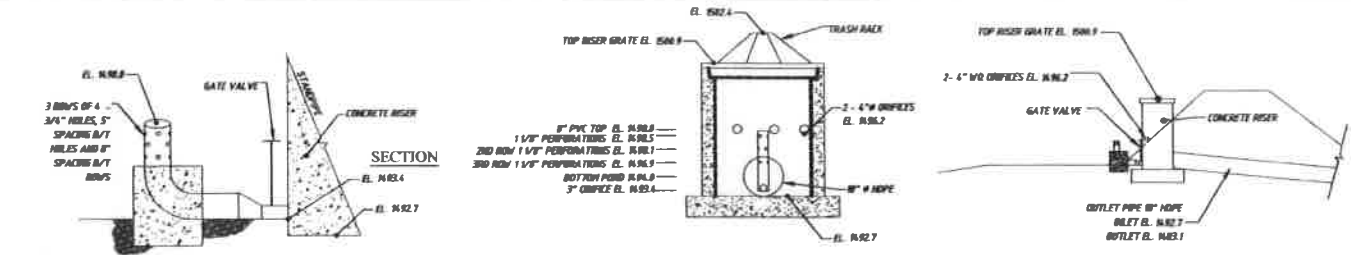
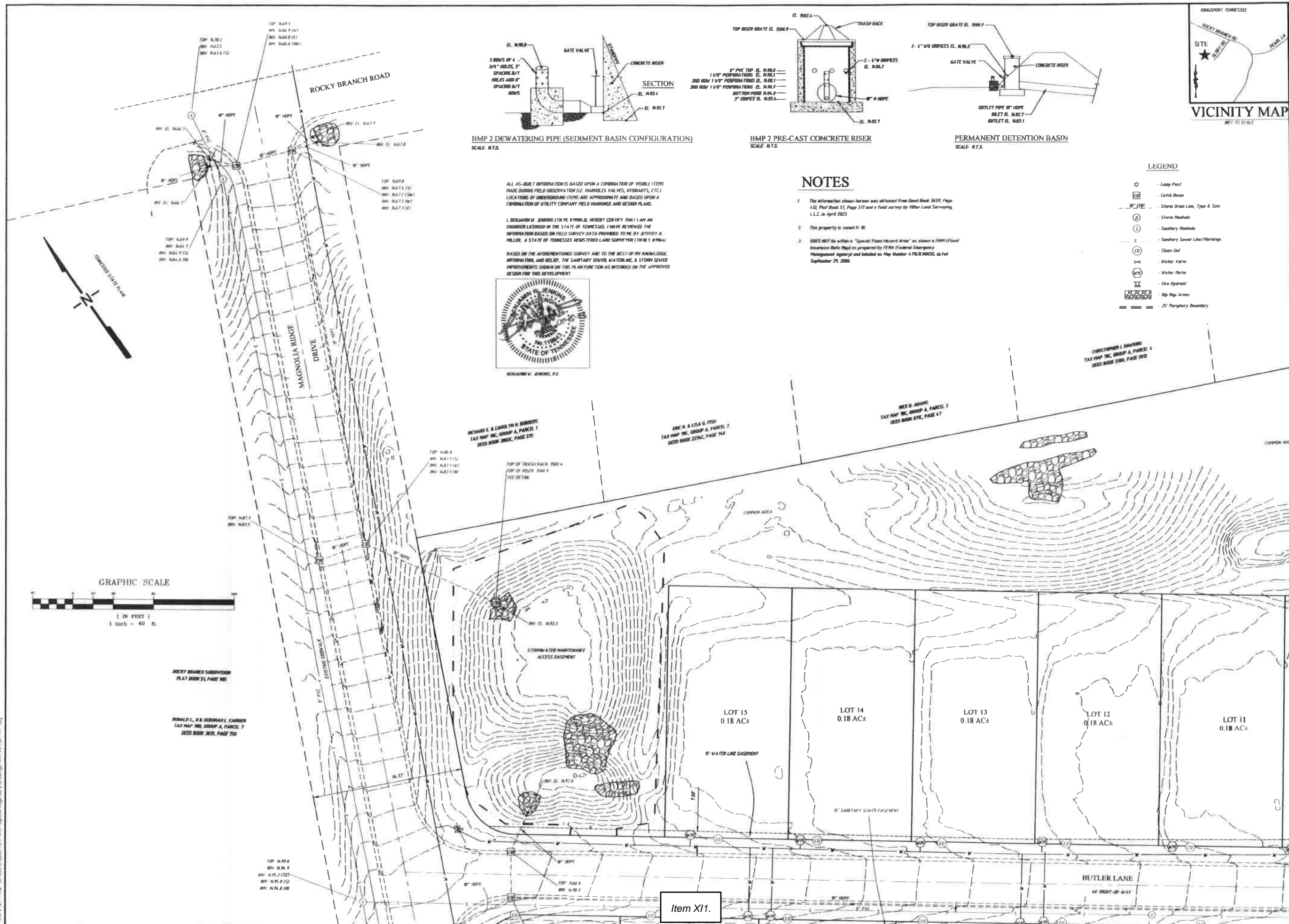
THIS DRAWING IS PREPARED BY CONTRACTOR AND SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CONTRACTOR AND NO OTHER REUSE OR ALTERATION SHALL BE PERMITTED WITHOUT THE WRITTEN CONSENT OF CONTRACTOR.

NO.	DATE	REV.	DESCRIPTION
1	10-01-21	1	ADDRESS CITY COMMENTS
2	11-02-21	1	ADDRESS CITY COMMENTS
3	10-01-21	1	REMOVE WATER LINE ALONG LOT 15
4	10-01-21	1	REMOVE WATER LINE ALONG LOT 15
5	05-15-23	1	COMPLETED PHASE 2



ISSUED 17 AUG 2021
 CHECKED BWJ
 DRAWN BWJ
 PROJECT NO. 202136

WATER LINE PLAN
C-11



BMP 2 DEWATERING PIPE (SEDIMENT BASIN CONFIGURATION)
SCALE: N.T.S.

BMP 2 PRE-CAST CONCRETE RISER
SCALE: N.T.S.

PERMANENT DETENTION BASIN
SCALE: N.T.S.

ALL AS-BUILT INFORMATION IS BASED UPON A COMBINATION OF VISIBLE ITEMS MADE DURING FIELD OBSERVATION (I.E. MANHOLES, VALVES, HYDRANTS, ETC.) LOCATIONS OF UNDERGROUND ITEMS ARE APPROXIMATE AND BASED UPON A COMBINATION OF UTILITY COMPANY FIELD RECORDS AND DESIGN PLANS.

I, BENJAMIN W. JENNINGS (IN THE 17TH YEAR OF MY QUALIFIED SERVICE) BEING AN AN ENGINEER LICENSED BY THE STATE OF TENNESSEE, I HAVE REVIEWED THE INFORMATION BASED ON FIELD SURVEY DATA PROVIDED TO ME BY JEFFREY A. MILLER, A STATE OF TENNESSEE REGISTERED LAND SURVEYOR (IN NO. 01964).

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



BENJAMIN W. JENNINGS, P.E.

NOTES

- The information shown herein was obtained from Deed Book 3435, Page 412, Plat Book 57, Page 517 and a field survey by Miller Land Surveying, L.L.C. in April 2023.
- This property is zoned R-1B.
- DEEDS 1011 & 1012 within a "Special Flood Hazard Area" as shown a FEMA Flood Insurance Rate Map as prepared by FEMA (Federal Emergency Management Agency) and labeled as Map Number 4763X0605A, as of September 29, 2006.



VICINITY MAP
NOT TO SCALE

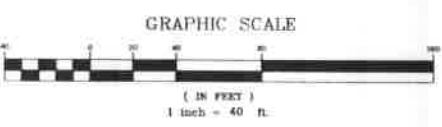
LEGEND

- Lamp Post
- Catch Basin
- Storm Drain Line, Type & Size
- Storm Manhole
- Sanitary Manhole
- Sanitary Sewer Line/Markings
- Clean Out
- Water Valve
- Water Meter
- Fire Hydrant
- Rip Rap Areas
- 25' Property Boundary

NO.	DATE	DESCRIPTION
1	05/01/2023	Revised per City comments



JEFFREY A. MILLER, S.S.



GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

ROCKY BRANCH SUBDIVISION
PLAT BOOK 51, PAGE 915

RONALD L. & B. DEBRAH L. CARRIER
TAX MAP NO. GROUP A, PARCEL 7
DEED BOOK 3076, PAGE 750

RICHARD E. & CAROL Y. H. BURGESS
TAX MAP NO. GROUP A, PARCEL 1
DEED BOOK 3083, PAGE 295

ERIC G. & LISA G. POH
TAX MAP NO. GROUP A, PARCEL 7
DEED BOOK 2246, PAGE 749

NICK D. ADAMS
TAX MAP NO. GROUP A, PARCEL 7
DEED BOOK 876, PAGE 47

CHRISTOPHER I. MARANO
TAX MAP NO. GROUP A, PARCEL 4
DEED BOOK 3384, PAGE 260

Item X11.

**AS-BUILT SURVEY OF
MAGNOLIA RIDGE SUBDIVISION - PHASE I**
ROCKY BRANCH ROAD, KINGSFORT, TENNESSEE

MILLER
Land Surveying, LLC
116 ROBINDALE COURT
KINGSFORT, TENNESSEE 37663
PHONE: 423-437-5300
www.millersurveying.com

DRAWN	JAM
CHECKED	JAM
JOB NO	1485
SCALE	1" = 40'
DATE	05/01/2023
FILE NAME	SEE PLOT 15.TMP
SHEET	DRAWING NO
1	4
V1.1	



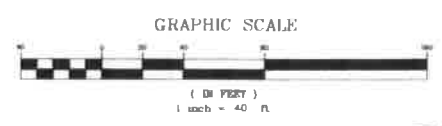
NO.	DATE	DESCRIPTION
1	05/12/2023	Revised per City comments



**AS-BUILT SURVEY OF
MAGNOLIA RIDGE SUBDIVISION - PHASE I**
ROCKY BRANCH ROAD, KINGSPORT, TENNESSEE

MILLER
Land Surveying, LLC
116 ROBINDALE COURT
KINGSPORT, TENNESSEE 37663
PHONE: 423-433-4300
www.millersurvey.com

DRAWN	JAM
CHECKED	JAM
JOB NO	1485
SCALE	1" = 40'
DATE	05/01/2023
FILE NAME	SEE PLOT STAMP
SHEET	DRAWING NO
2	4
4	V1.2



Item X11.



AGENDA ACTION FORM

Consideration of a Resolution to Transfer Patton Store to the Industrial Development Board of the City of Kingsport

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

Action Form No.: AF-184-2023
Work Session: June 19, 2023
First Reading: June 20, 2023
Final Adoption: June 20, 2023
Staff Work By: John Rose
Presentation By: John Rose

Recommendation:
Approve the Resolution.

Executive Summary:
Approval of this resolution authorizes the transfer of 2108 Netherland Inn, known as the Patton Store to the Industrial Development Board of the City of Kingsport. Additionally, this resolution authorizes the mayor to sign all documents necessary and proper to transfer real property at 2108 Netherland Inn to the Industrial Development Board.

- Attachments:**
- 1. Resolution
 - 2. Patton Store Deed
 - 3. Patton Store Plat
 - 4. Patton Store Map

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

RESOLUTION NO. _____

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

WHEREAS, pursuant to Tenn. Code Ann. § 7-53-310, city is authorized to transfer by sale, lease, or gift real property to the Industrial Economic Development Board; and

WHEREAS, it is advisable to transfer by donation the property, commonly known as the Patton Store property, located at 2108 Netherland Inn Road, Kingsport, Tennessee, 37660 to the Industrial Economic Board of the City of Kingsport; and

WHEREAS, the board finds that the donation is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city.

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above and incorporated herein by reference, hereby donates to the Industrial Economic Development Board of the City of Kingsport, Tennessee, the real property commonly known as the Patton Store, located at 2108 Netherland Inn Road, Kingsport, Tennessee, 37660, located within the City of Kingsport, Sullivan County, Tennessee, and which is further generally described as follows:

SITUATED in the City of Kingsport, 12th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING at an X cut on the concrete at the intersection of the divisional line between Lots 4 and 5, with the northerly right-of-way line of Lee Highway; thence along said right-of-way line, S. 80° 56' E. 60.2 feet to an X cut on the concrete on the northerly side of said Lee Highway; thence along the easterly side of a concrete wall, N. 08° 06' E., 63 feet to the northeasterly corner of said wall; thence along the northerly side of said wall, N. 81° 43' W., 54.3 feet to the northwesterly side of said wall, thence 07° 50' W., 32.3 feet to a point; thence N. 81° 16' W., 5.38 feet to the divisional line between Lots 4 and 5, S. 09° 44' W., 30.4 feet to the BEGINNING, containing 0.08 of an acre, more or less, and being all of Lot 4 that lies North of the Lee Highway, in the Subdivision of the Roller Estate, as shown by map made by Hugh E. Alley, June 4, 1943, from a re-survey of said property. Being the same property conveyed to the Grantors by Deed of Record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 381A at page 462, to all of which reference is hereby made. Ruth H. Dotson predeceased her husband, John Calvin Dotson who subsequently departed this life on June 24, 2006, and his Last Will and Testament was admitted to probate in the Sullivan County, Tennessee Chancery Court, Case No. P-0615133 and recorded in Will Book 110, page 694 in Blountville, Tennessee.

Tax Map #045-J; Group A; Parcel #004.00

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, an appropriate deed and all other documents necessary and proper to convey the real property described in Section I hereinabove to the Industrial Economic Development Board of the City of Kingsport, subject to the conditions and terms herein set out.

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

THIS INSTRUMENT PREPARED BY:

Office of the City Attorney
City of Kingsport, Tennessee 37660

BOOK 2669C PAGE 0610

WARRANTY DEED

THIS DEED, made this 12th day of May, 2008, between DIANA DOTSON FLEMING, JOHN CALVIN DOTSON, III, SHIRLEY RUTH DOTSON and SONDR A. BRIDWELL, Heirs of the Estate of J. C. & Ruth Dotson, Grantors, and CITY OF KINGSFORT, TENNESSEE, a municipal corporation of the State of Tennessee, Grantee.

WITNESSETH:

That said Grantors, for and in consideration of the sum of ONE DOLLAR AND 00/100th's (\$1.00), cash in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the Grantee, the following described premises, to-wit:

SITUATED in the City of Kingsport, 12th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING at an X cut on the concrete at the intersection of the divisional line between Lots 4 and 5, with the northerly right-of-way line of Lee Highway; thence along said right-of-way line, S. 80° 56' E. 60.2 feet to an X cut on the concrete on the northerly side of said Lee Highway; thence along the easterly side of a concrete wall, N. 08° 06' E., 63 feet to the northeasterly corner of said wall; thence along the northerly side of said wall, N. 81° 43' W., 54.3 feet to the northwesterly side of said wall, thence 07° 50' W., 32.3 feet to a point; thence N. 81° 16' W., 5.38 feet to the divisional line between Lots 4 and 5, S. 09° 44' W., 30.4 feet to the BEGINNING, containing 0.08 of an acre, more or less, and being all of Lot 4 that lies North of the Lee Highway, in the Subdivision of the Roller Estate, as shown by map made by Hugh E. Alley, June 4, 1943, from a re-survey of said property. Being the same property conveyed to the Grantors by Deed of Record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 381A at page 462, to all of which reference is hereby made. Ruth H. Dotson predeceased her husband, John Calvin Dotson who subsequently departed this life on June 24, 2006, and his Last Will and Testament was admitted to probate in the Sullivan County, Tennessee Chancery Court, Case No. P-0615133 and recorded in Will Book 110, page 694 in Blountville, Tennessee.

Tax Map #045-J; Group A; Parcel #004.00

TO HAVE AND TO HOLD the said premises with the appurtenances, estate, title, and interest thereto belonging to Grantors unto the Grantee, its successors and assigns, forever in fee simple absolute.

The Grantors for themselves and for their heirs, executors, and administrators do hereby covenant to and with the Grantor, its successors and assigns, that they are lawfully seized and possessed in fee simple of said property; that they have a good and lawful right to convey the same as herein conveyed; that said property is free, clear and unencumbered.

The Grantors do hereby bind themselves and their successors to title that they will forever warrant and defend the title to said property against the lawful claims of all persons whomsoever unto the Grantee, its successors and assigns.

MARY LOU DUNCAN			
REGISTER OF DEEDS			
SULLIVAN COUNTY, TENNESSEE			
28 May 2008	TIME	08:00 a	
BOOK 2669C	PAGE	0610	
TAX	C	CF 2.00	
FEE	20.00	TOTAL	22.00
RECEIPT NO. 2008-078401			

Item X12.

WITNESS the signatures of the Grantors, on this the day and year first above written herein. BOOK 2669C PAGE 0611

Diana Dotson Fleming
DIANA DOTSON FLEMING

John Calvin Dotson III
JOHN CALVIN DOTSON, III

Shirley Ruth Dotson
SHIRLEY RUTH DOTSON

Sondra D. Bridwell
SONDRA D. BRIDWELL

STATE OF TENNESSEE
COUNTY OF Sullivan

Personally appeared before me, a Notary Public in and for the State and County aforesaid, DIANA DOTSON FLEMING, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she has executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Kingsport (city), Sullivan County, Tennessee, this 29 day of April, 2008.

My Commission Expires:
November 10, 2011



Jason Scott Price
NOTARY PUBLIC

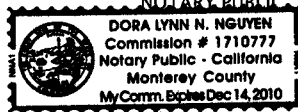
STATE OF _____
COUNTY OF _____

Personally appeared before me, a Notary Public in and for the State and County aforesaid, JOHN CALVIN DOTSON, III, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he has executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in _____ (city), _____ County, _____ (state), this _____ day of _____, 2008.

My Commission Expires:

see attached
NOTARY PUBLIC

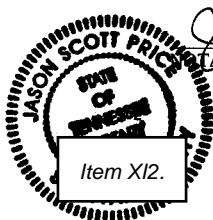


STATE OF TENNESSEE
COUNTY OF SULLIVAN

Personally appeared before me, a Notary Public in and for the State and County aforesaid, SHIRLEY RUTH DOTSON, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she has executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Kingsport, Sullivan County, Tennessee, this 29 day of April, 2008.

My Commission Expires:
November 10 2011



Jason Scott Price
NOTARY PUBLIC

**California All-Purpose
Certificate of Acknowledgement**

BOOK 2669C PAGE 0612

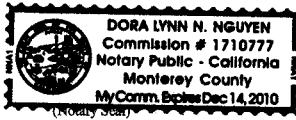
State of California
County of Monterey

On May 05, 2008 before me, Dora Lynn N. Nguyen Notary Public,
personally appeared John Calvin Dotson,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS me hand and official seal.



Dora Lynn N. Nguyen
Signature of Notary Public

Additional Optional Information

Title of Document Warranty Deed

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Personally appeared before me, a Notary Public in and for the State and County aforesaid, SONDRA D. BRIDWELL, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she has executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Kingsport, Sullivan County, Tennessee, this 29 day of April

My Commission Expires:
November 10, 2011

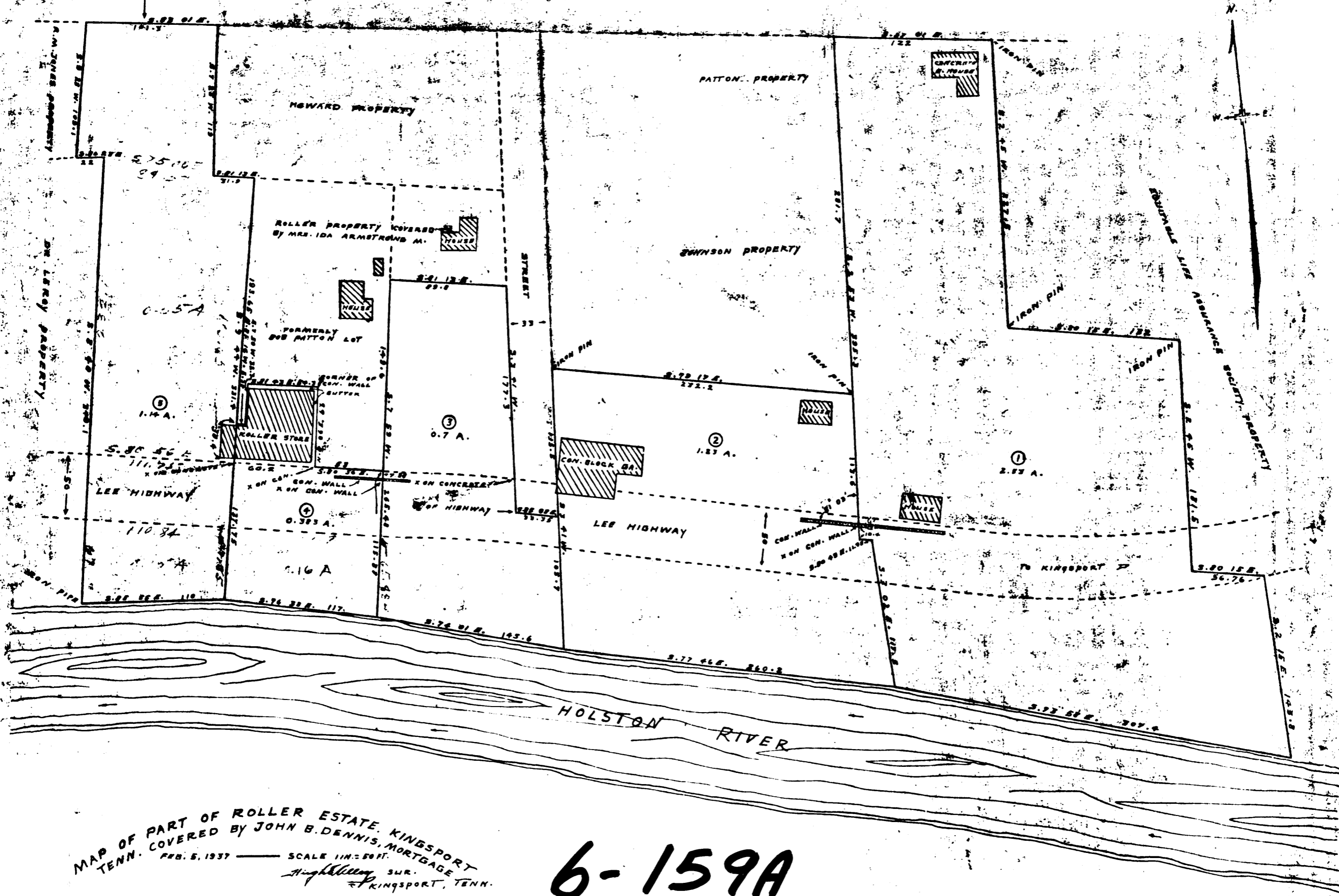


Jason Scott Price
NOTARY PUBLIC

The recording of this transfer of realty in which a municipality is the grantee is exempt from the real estate transfer recordation tax pursuant to *Tenn. Code Ann. Section 67-4-409(f)(1)*; therefore, pursuant to *Tenn. Code Ann. Section 67-4-409(a)(5)* no oath of value is required on this instrument.

Mary Lou Duncan

E.C. & O.R.R. RIGHT OF WAY



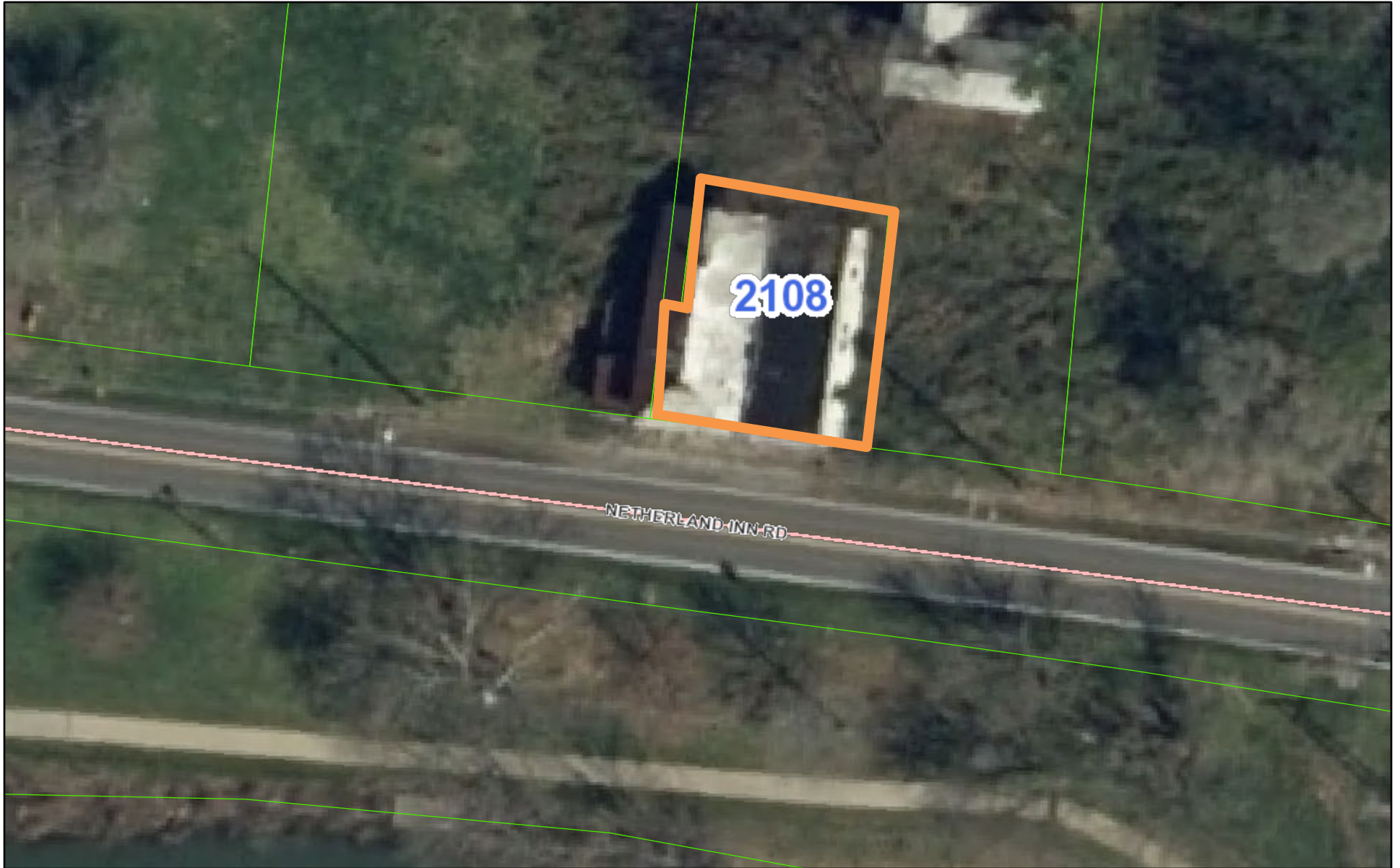
MAP OF PART OF ROLLER ESTATE, KINGSFORT
 TENN. COVERED BY JOHN B. DENNIS, MORTGAGE
 FEB. 5, 1937 — SCALE 1 IN. = 50 FT.
 H. H. H. SUR.
 KINGSFORT, TENN.

6-159A

Item X12.

NOTE: LOCUST HUB SET MARKERS, THAT ARE NOT MARKED,
 ALL AREAS INCLUDE THE RIGHT OF WAY OF HIGHWAY.

Patton Store - 2108 Netherland Inn Rd.



6/7/2023, 11:11:43 AM

Sullivan County Parcels Jan 2023 Streets

Parcels

Kpt 911 Address

Urban Growth Boundary

Interstate

Expressway

Major Arterial

Minor Arterial

Collector Street

Local Street

Private Street

Ramp

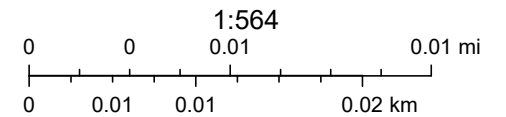
Item X12.

2948821.tif

Red: Band_1

Green: Band_2

Blue: Band_3





AGENDA ACTION FORM

Consideration of a Resolution to Transfer 2024 Brickyard Park Drive and 400 Hill Street to the Industrial Development Board of the City of Kingsport

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

Action Form No.: AF-164-2023
Work Session: June 19, 2023
First Reading: June 20, 2023

Final Adoption: June 20, 2023
Staff Work By: John Rose
Presentation By: John Rose

Recommendation:

Approve the Resolution.

Executive Summary:

Approval of this resolution authorizes the transfer of 2024 Brickyard Park Drive and 400 Hill Street to the Industrial Development Board of the City of Kingsport (aka KEDB). Additionally, this resolution authorizes the Mayor to sign all documents necessary and proper to transfer real property at 2024 Brickyard Park Drive and 400 Hill Street to KEDB. This action facilitates the final layout for Brickyard Village, Event Space and Cement Hill parking area.

Attachments:

1. Resolution
2. Plat – 400 Hill Street
3. Plat – 2024 Brickyard Park Drive
4. Legal Description – 400 Hill Street
5. Legal Description – 2024 Brickyard Park Drive
6. Brickyard Site Layout

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

RESOLUTION NO. _____

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

WHEREAS, pursuant to Tenn. Code Ann. § 7-53-310, the city is authorized to transfer real property by resolution to the Industrial Development Board by sale, lease, or gift; and

WHEREAS, the city deems it advisable to transfer the properties located at 2024 Brickyard Park Drive and 400 Hill Street, Kingsport, Sullivan County, Tennessee to the Industrial Development Board of the City of Kingsport; and

WHEREAS, the Kingsport Regional Planning Commission, at its June 15, 2023, meeting, determined this property to be surplus; and

WHEREAS, the board finds that this transfer is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city; and

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above and incorporated herein by reference, hereby donates to the Industrial Development Board of the City of Kingsport, Tennessee, the real property located at 2024 Brickyard Park Drive and 400 Hill Street, Kingsport, Sullivan County, Tennessee which are more particularly described as follows:

LEGAL DESCRIPTION 2024 BRICKYARD PARK DRIVE

BEGINNING AT A ½" IRON ROD (NEW) WITH A&A CAP, SAID ROD LOCATED ON THE NORTHWESTERLY 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 ½" IRON ROD (NEW) WITH A&A CAP AND NORTH 40° 37' 10" WEST, A DISTANCE OF 84.70 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP, SAID ROD LOCATED IN THE LINE OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (DEED BOOK 3464, PAGE 1703). THENCE ALONG SAME NORTH 46° 48' 11" EAST, A DISTANCE OF 404.04 FEET TO AN IRON ROD (OLD) WITH BWSC CAP AND SOUTH 40° 58' 46" EAST, A DISTANCE OF 495.52 FEET TO A MAG NAIL (OLD), SAID NAIL LOCATED AT THE NORTHWESTERLY TERMINUS OF BRICKYARD PARK DRIVE. THENCE ALONG THE NORTHWESTERLY SIDELINE SOUTH 43° 49' 49" WEST, A DISTANCE OF 365.27 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.495 ACRES, MORE OR LESS AND IS KNOWN AS LOT 1, DIVISION OF CITY OF KINGSPORT, TENNESSEE PROPERTY AS SHOWN IN PLAT BOOK 58 AT PAGE 597.

LEGAL DESCRIPTION OF 400 HILL STREET

BEGINNING AT A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT OF WAY FOR THE C C & 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 ½" 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 ½" IRON ROD (NEW) WITH A&A CAP; NORTH 34° 14' 01" WEST, A DISTANCE OF 171.28 FEET TO A ½" 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 ½" IRON ROD (NEW) WITH A&A CAP; AND NORTH 07° 00' 20" EAST, A DISTANCE OF 172.34 FEET TO A ½" IRON ROD (OLD), SAID ROD LOCATED IN THE SOUTHERLY RIGHT OF WAY OF THE C C & 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 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, appropriate deeds, and all other documents necessary and proper to convey the real property described in Section I hereinabove to the Industrial Development Board of the City of Kingsport, Tennessee.

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

ADOPTED this the 20th day of June, 2023.

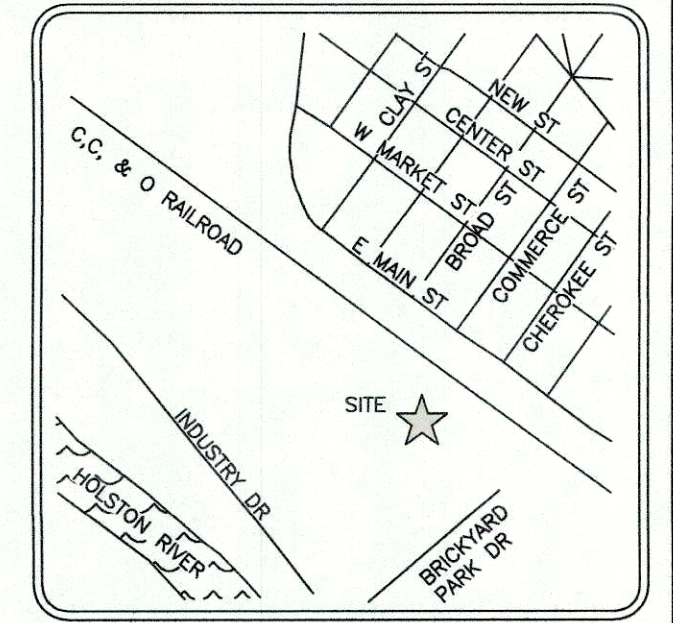
PATRICK W. SHULL, MAYOR

ATTEST:

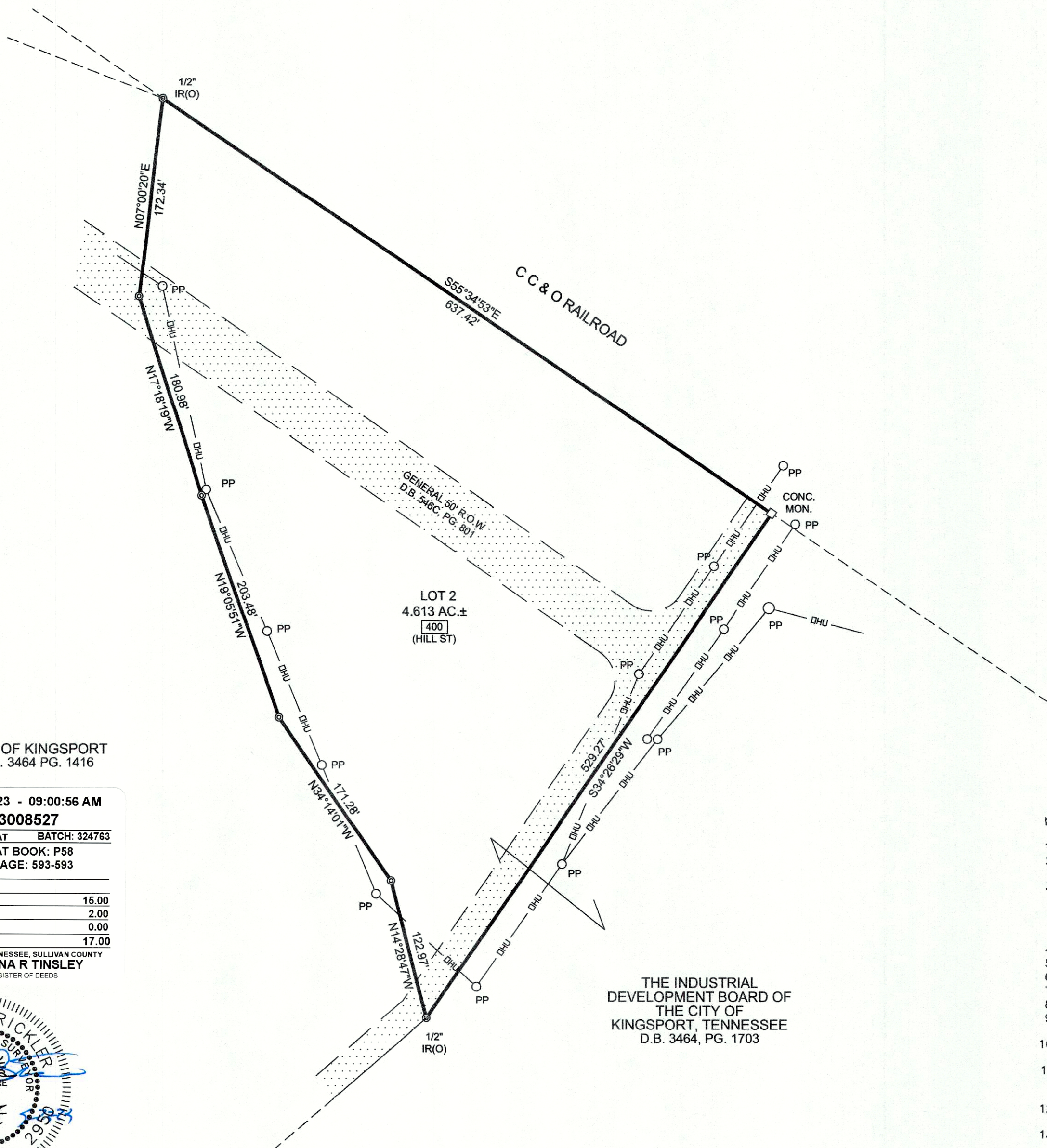
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



LOCATION MAP
N.T.S.



LEGEND

IR(O)	IRON ROD OLD
D.B.	DEED BOOK
PG	PAGE
N.T.S.	NOT TO SCALE
AC	ACRES
CONC.	CONCRETE
MON	MONUMENT
-OHU-	OVERHEAD UTILITY
PP	POWER POLE
917	911 ADDRESS

CITY OF KINGSPORT
D.B. 3464 PG. 1416

05/26/2023 - 09:00:56 AM
23008527
1 PGS:AL-PLAT BATCH: 324763
PLAT BOOK: P58
PAGE: 593-593

REC FEE	15.00
DP FEE	2.00
ARC FEE	0.00
TOTAL	17.00

STATE OF TENNESSEE, SULLIVAN COUNTY
SHEENA R TINSLEY
REGISTER OF DEEDS



THE INDUSTRIAL
DEVELOPMENT BOARD OF
THE CITY OF
KINGSPORT, TENNESSEE
D.B. 3464, PG. 1703

- NOTES:
- 1) NORTH BASED ON KINGSPORT GEODETIC REFERENCE NETWORK.
 - 2) PROPERTY IS ZONED M-2
 - 3) SETBACKS TO CONFORM TO CURRENT ZONING DESIGNATION. THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0040D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
 - 4) JOB NO. 22-12718
 - 5) ACAD FILE: 22-12718 KEDB BRICKYARD NW PARCEL.DWG
 - 6) FIELD INFORMATION ELECTRONICALLY DATA COLLECTED.
 - 7) TAX MAP 046P "F", PART OF PARCEL 010.50
 - 8) DEED REFERENCE: D.B. 3464, PG. 1416
 - 9) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
 - 10) I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION IS BETTER THAN 1:10,000.
 - 11) THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
 - 12) 1/2" IRON RODS WITH CAP SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
 - 13) THERE ARE APPROXIMATELY 34 ACRES± REMAINING IN THE ORIGINAL PARCEL.
 - 14) LOT 2 IS TO BE ADDED TO TAX MAP 046P "F" PARCEL 9.00

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

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

Craig Donison 5-27-23
OWNER DATE

CERTIFICATE OF THE APPROVAL FOR 911 ADDRESSING ASSIGNMENT

I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT, ARE APPROVED AS ASSIGNED.

May 23 2023
CITY GIS DIVISION
DIRECTOR OF 911 ADDRESSING

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSPORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.

5-23-23
REGISTERED SURVEYOR

CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEM

I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION AND IS HEREBY APPROVED AS SHOWN.

5-18-23
KINGSPORT AUTHORIZING AGENT

CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM

I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION, FULLY MEETS THE REQUIREMENTS OF THE LOCAL UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.

5-18-23
KINGSPORT AUTHORIZING AGENT

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSPORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$ _____ HAS BEEN POSTED WITH THE KINGSPORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

5/25-23
SECRETARY, KINGSPORT MUNICIPAL/REGIONAL PLANNING COMMISSION

DIVISION OF THE
CITY OF KINGSPORT, TENNESSEE PROPERTY

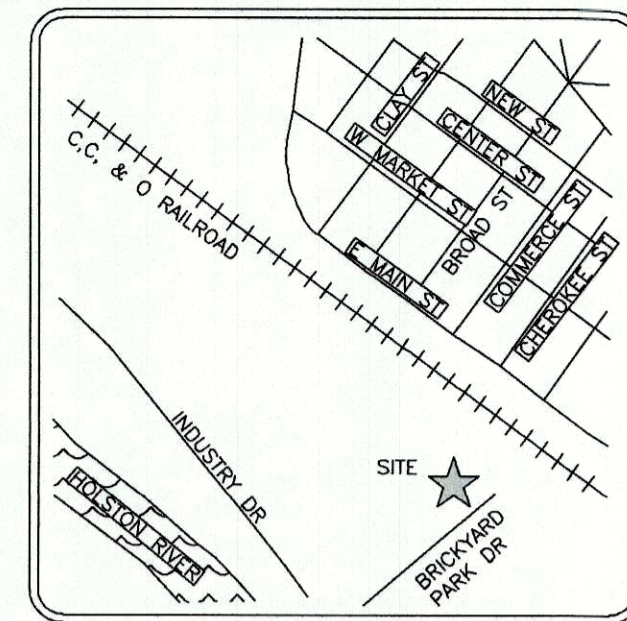
KINGSPORT REGIONAL PLANNING COMMISSION

TOTAL ACRES	4.613	TOTAL LOTS	1
ACRES NEW ROAD	0	MILES NEW ROAD	0
OWNER	THE CITY OF KINGSPORT, TENNESSEE CIVIL DISTRICT 11TH		
SURVEYOR	ALLEY & ASSOCIATES, INC. CLOSURE ERROR 1:10,000		
SCALE	1"=80'		

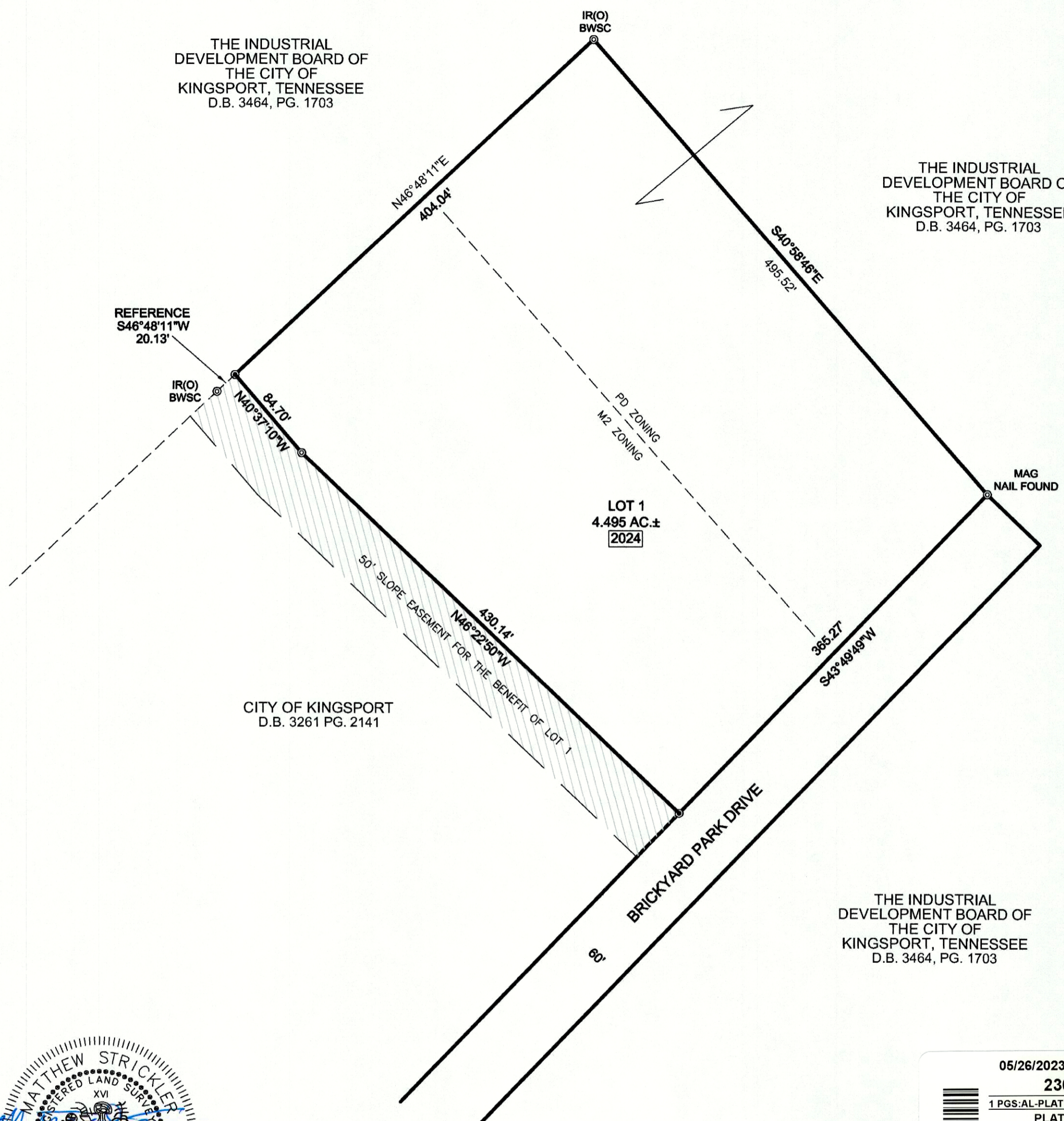


THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE
D.B. 3464, PG. 1703

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE
D.B. 3464, PG. 1703



LOCATION MAP
N.T.S.



CITY OF KINGSFORT
D.B. 3261 PG. 2141

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE
D.B. 3464, PG. 1703

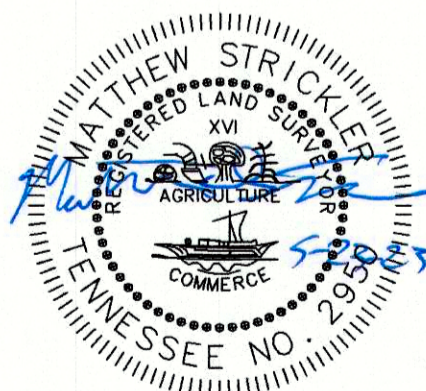
LEGEND

- IR(O) IRON ROD OLD
- D.B. DEED BOOK
- PG PAGE
- N.T.S. NOT TO SCALE
- AC ACRES
- BWSC BARGE WAGGONER SUMNER & CANNON 911 ADDRESS
- 917

NOTES:

- 1) NORTH BASED ON KINGSFORT GEODETIC REFERENCE NETWORK
- 2) PROPERTY IS ZONED M-2 & PD
- 3) SETBACKS TO CONFORM TO CURRENT ZONING DESIGNATION. THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0040D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 4) JOB NO. 22-12718
- 5) ACAD FILE: 22-12718 KEDB BRICKYARD.DWG
- 6) FIELD INFORMATION ELECTRONICALLY DATA COLLECTED.
- 7) TAX MAP 046P "F", PART OF PARCEL 009.50
- 8) DEED REFERENCE: D.B. 3261, PG. 2141
- 9) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
- 10) I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION IS BETTER THAN 1:10,000.
- 11) THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
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- 14) LOT 1 IS TO BE ADDED TO TAX MAP 046P "F" PARCEL 9.00

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



05/26/2023 - 09:16:09 AM
23008531
1 PGS:AL-PLAT BATCH: 324767
PLAT BOOK: P58
PAGE: 597-597

REC FEE 15.00
DP FEE 2.00
ARC FEE 0.00
TOTAL 17.00

STATE OF TENNESSEE, SULLIVAN COUNTY
SHEENA R TINSLEY
REGISTER OF DEEDS

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

Craig Donison 5-22 23
OWNER DATE

CERTIFICATION OF THE APPROVAL FOR 911 ADDRESSING ASSIGNMENT

I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT, ARE APPROVED AS ASSIGNED.

May 23 20 23
DATE
Cynthia Campbell
CITY GIS DIVISION
DIRECTOR OF 911 ADDRESSING

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSFORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.

5-27 20 23
DATE
Matthew Strickler
REGISTERED SURVEYOR

CERTIFICATION OF APPROVAL OF SEWERAGE SYSTEM

I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION AND IS HEREBY APPROVED AS SHOWN.

5-18 20 23
DATE
Matthew Strickler
KINGSFORT AUTHORIZING AGENT

CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM

I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION, FULLY MEETS THE REQUIREMENTS OF THE LOCAL UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.

5-18 20 23
DATE
Matthew Strickler
KINGSFORT AUTHORIZING AGENT

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSFORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$ _____ HAS BEEN POSTED WITH THE KINGSFORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

5/25 20 23
DATE
Matthew Strickler
SECRETARY, KINGSFORT MUNICIPAL/REGIONAL PLANNING COMMISSION

DIVISION OF THE
CITY OF KINGSFORT, TENNESSEE PROPERTY

KINGSFORT REGIONAL PLANNING COMMISSION

TOTAL ACRES 4.495 TOTAL LOTS 1
ACRES NEW ROAD 0 MILES NEW ROAD 0

OWNER THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE CIVIL DISTRICT 11TH
SURVEYOR ALLEY & ASSOCIATES, INC. CLOSURE ERROR 1:10,000

SCALE 1"=80'

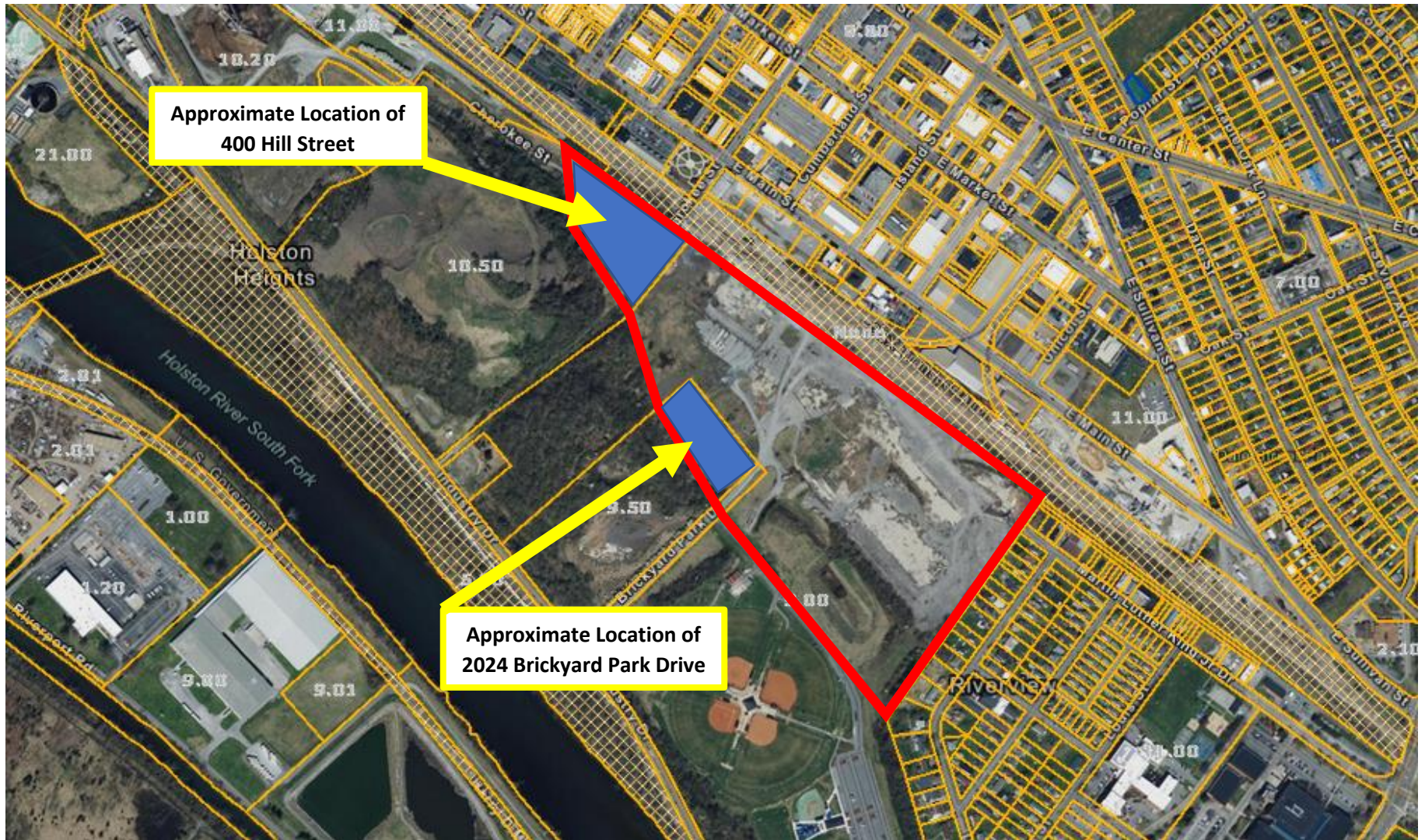
LEGAL DESCRIPTION

BEGINNING AT A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT OF WAY FOR THE C C & 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 ½" 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 ½" IRON ROD (NEW) WITH A&A CAP; NORTH 34° 14' 01" WEST, A DISTANCE OF 171.28 FEET TO A ½" 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 ½" IRON ROD (NEW) WITH A&A CAP; AND NORTH 07° 00' 20" EAST, A DISTANCE OF 172.34 FEET TO A ½" IRON ROD (OLD), SAID ROD LOCATED IN THE SOUTHERLY RIGHT OF WAY OF THE C C & 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.

LEGAL DESCRIPTION

BEGINNING AT A ½" IRON ROD (NEW) WITH A&A CAP, SAID ROD LOCATED ON THE NORTHWESTERLY 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 ½" IRON ROD (NEW) WITH A&A CAP AND NORTH 40° 37' 10" WEST, A DISTANCE OF 84.70 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP, SAID ROD LOCATED IN THE LINE OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (DEED BOOK 3464, PAGE 1703). THENCE ALONG SAME NORTH 46° 48' 11" EAST, A DISTANCE OF 404.04 FEET TO AN IRON ROD (OLD) WITH BWSC CAP AND SOUTH 40° 58' 46" EAST, A DISTANCE OF 495.52 FEET TO A MAG NAIL (OLD), SAID NAIL LOCATED AT THE NORTHWESTERLY TERMINUS OF BRICKYARD PARK DRIVE. THENCE ALONG THE NORTHWESTERLY SIDELINE SOUTH 43° 49' 49" WEST, A DISTANCE OF 365.27 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.495 ACRES, MORE OR LESS AND IS KNOWN AS LOT 1, DIVISION OF CITY OF KINGSPORT, TENNESSEE PROPERTY AS SHOWN IN PLAT BOOK 58 AT PAGE 597.

Brickyard Layout



RESOLUTION NO. _____

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

WHEREAS, pursuant to Tenn. Code Ann. § 7-53-310, city is authorized to transfer by sale, lease, or gift real property to the Industrial Development Board of the City of Kingsport; and

WHEREAS, it is advisable to transfer by donation property located at 1180 Riverbend Drive, Kingsport, Sullivan County, Tennessee to the Industrial Development Board of the City of Kingsport; and

WHEREAS, the Kingsport Regional Planning Commission, at its June 15, 2023, meeting, determined this property to be surplus; and

WHEREAS, the board finds that this transfer is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city; and

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above and incorporated herein by reference, hereby donates to the Industrial Development Board of the City of Kingsport, Tennessee, the real property located at 1180 Riverbend Drive, Kingsport, Sullivan County, Tennessee which are more particularly described as follows:

LEGAL DESCRIPTION 1180 RIVERBEND DRIVE

BEGINNING AT A POINT LOCATED ON THE NORTHERLY SIDELINE OF RIVERBEND DRIVE, SAID POINT A CORNER TO LOT 6, FIRST SOUTHEAST DEVELOPMENT, LLC (PLAT BOOK 58, PAGE 271). THENCE ALONG SIDELINE SOUTH 43° 40' 06" WEST, A DISTANCE OF 493.54 FEET TO A POINT, SAID POINT THE PC OF A CURVE TO THE LEFT. THENCE ALONG SAID CURVE HAVING A RADIUS 363.00 FEET AN ARC LENGTH 182.51 FEET AND A CHORD SOUTH 29° 15' 53" WEST, A DISTANCE OF 180.59 FEET TO A POINT, SAID POINT BEING A PRC. THENCE LEAVING SAID SIDELINE WITH NEW LINES THROUGH TRACT B, RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 50) NORTH 55° 23' 13" WEST, A DISTANCE OF 121.99 TO A POINT; SOUTH 44° 04' 55" WEST, A DISTANCE OF 194.98 FEET TO A POINT; SOUTH 56° 56' 26" WEST, A DISTANCE OF 282.20 FEET TO A POINT; SOUTH 20° 26' 23" WEST, A DISTANCE OF 164.82 FEET TO A POINT; SOUTH 07° 42' 39" EAST, A DISTANCE OF 194.11 FEET TO A POINT AND SOUTH 61° 48' 55" EAST, A DISTANCE OF 161.73 FEET TO A POINT, SAID POINT A CORNER TO LOT 8, LOTS 7 & 8, RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 154). THENCE ALONG LOT 8 SOUTH 58° 05' 20" EAST, A DISTANCE OF 1040.12 FEET TO A POINT AND NORTH 28° 48' 51" EAST, A DISTANCE OF 733.19 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 2, REPLAT OF LOT 2 BRADLEY FARM SUBDIVISION (PLAT BOOK 52, PAGE 506). THENCE ALONG LOT 2 SOUTH 35° 16' 30" EAST, A DISTANCE OF 298.47 FEET TO A POINT, SAID POINT A CORNER TO LOT 9, DIVISION OF FIRST SOUTH EAST DEVELOPMENT LLC PROPERTY (PLAT BOOK 58, PAGE 324). THENCE ALONG LOT 9 AND AN UNNUMBERED LOT SOUTH 34° 19' 56" EAST, A DISTANCE OF 587.63 FEET TO A POINT, SAID POINT A CORNER TO A 3.209 ACRE TRACT, FIRST BANK & TRUST COMPANY (PLAT BOOK 55, PAGE 222) AND LOT 2, BLOCK 2 WEST HOLSTON HILLS (PLAT BOOK 4, PAGE 10).

THENCE ALONG LOT 2 SOUTH 70° 22' 40" WEST, A DISTANCE OF 98.74 FEET TO A POINT, SAID POINT A CORNER TO LOT 1, BLOCK 2, WEST HOLSTON HILLS. THENCE ALONG LOT 1 SOUTH 70° 22' 40" WEST, A DISTANCE OF 346.83 FEET TO A POINT, SAID POINT LOCATED ON THE NORTHERLY TERMINUS OF WESLEY ROAD. THENCE ALONG SAID TERMINUS SOUTH 70° 22' 40" WEST, A DISTANCE OF 54.85 FEET TO A POINT AND SOUTH 26° 38' 09" WEST, A DISTANCE OF 17.79 FEET TO A POINT, SAID POINT A CORNER TO UNITED STATES OF AMERICA (DEED BOOK 125A, PAGE 91). THENCE ALONG UNITED STATES OF AMERICA SOUTH 28° 58' 52" WEST, A DISTANCE OF 65.25 FEET TO A POINT, LOCATED ON THE NORTH BANK OF THE SOUTH HOLSTON RIVER. THENCE ALONG SAID BANK THE FOLLOWING CALLS: SOUTH 86° 05' 00" WEST, A DISTANCE OF 37.74 FEET TO A POINT; NORTH 80° 37' 00" WEST, A DISTANCE OF 75.86 FEET TO A POINT; NORTH 65° 36' 00" WEST, A DISTANCE OF 96.97 FEET TO A POINT; NORTH 53° 36' 00" WEST, A DISTANCE OF 146.88 FEET TO A POINT; NORTH 59° 15' 00" WEST, A DISTANCE OF 125.72 FEET TO A POINT; NORTH 75° 30' 00" WEST, A DISTANCE OF 120.09 FEET TO A POINT; NORTH 51° 37' 00" WEST, A DISTANCE OF 44.81 FEET TO A POINT; NORTH 21° 34' 00" WEST, A DISTANCE OF 32.28 FEET TO A POINT; NORTH 57° 58' 00" WEST A DISTANCE OF 216.23 FEET TO A POINT; NORTH 50° 58' 00" WEST, A DISTANCE OF 182.63 FEET TO A POINT; NORTH 65° 14' 00" WEST, A DISTANCE OF 151.49 FEET TO A POINT; NORTH 57° 30' 00" WEST, A DISTANCE OF 209.42 FEET TO A POINT; NORTH 52° 44' 00" WEST, A DISTANCE OF 95.39 FEET TO A POINT; NORTH 47° 13' 00" WEST, A DISTANCE OF 186.64 FEET TO A POINT; NORTH 42° 25' 00" WEST, A DISTANCE OF 60.73 FEET TO A POINT; NORTH 34° 46' 00" WEST. A DISTANCE OF 117.50 FEET TO A POINT; NORTH 13° 13' 00" WEST, A DISTANCE OF 79.67 FEET TO A POINT; NORTH 05° 02' 00" EAST, A DISTANCE OF 94.33 FEET TO A POINT; NORTH 44° 00' 00" EAST, A DISTANCE OF 211.67 FEET TO A POINT; NORTH 25° 25' 00" EAST, A DISTANCE OF 209.97 FEET TO A POINT; AND NORTH 28° 40' 00" EAST, A DISTANCE OF 150.00 FEET TO A POINT, SAID POINT A CORNER TO LOT 23, CLIFFSIDE DEVELOPMENT (PLAT BOOK 4, PAGE 206A). THENCE LEAVING SAID BANK AND ALONG LOT 23 NORTH 86° 58' 49" EAST, A DISTANCE OF 380.17 FEET TO A POINT AND NORTH 17° 59' 49" EAST, A DISTANCE OF 313.79 FEET TO A POINT, SAID POINT A CORNER TO LOT 21. THENCE ALONG LOT 21 NORTH 79° 12' 28" EAST, A DISTANCE OF 152.31 FEET TO A POINT; NORTH 70° 51' 07" EAST, A DISTANCE OF 154.12 FEET TO A POINT AND NORTH 30° 25' 53" WEST, A DISTANCE OF 330.35 FEET TO A POINT, SAID POINT A CORNER TO LOT 19. THENCE ALONG LOT 19 NORTH 50° 47' 55" EAST, A DISTANCE 23.69 FEET TO A POINT, SAID POINT A CORNER TO LOT 6, FIRST SOUTHEAST DEVELOPMENT LLC PROPERTY (PLAT BOOK 58, PAGE 271). THENCE ALONG LOT 6 SOUTH 30° 25' 53" EAST, A DISTANCE OF 375.06 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 20.235 ACRES, MORE OR LESS AND IS A PART OF TRACT B RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 50).

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, appropriate deeds, and all other documents necessary and proper to convey the real property described in Section I hereinabove to the Industrial Development Board of the City of Kingsport, Tennessee.

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

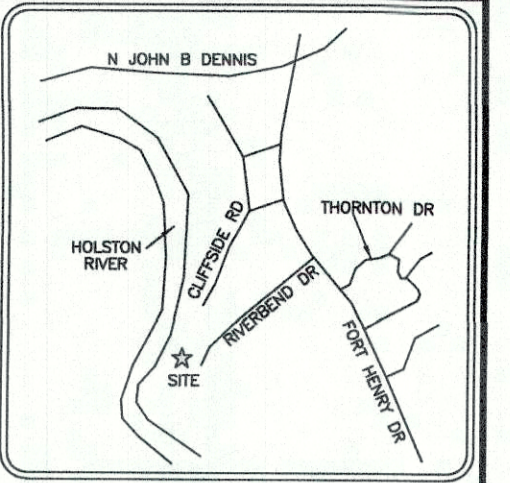
ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

SEE NOTE 1)



N.T.S.

TRACT B
RIVERBEND DEVELOPMENT
P.B. 55, PG. 49

CITY OF KINGSPORT
D.B. 3194, PG. 2466

B-1
3.865 AC
1180

LOTS 7 & 8
RIVERBEND DEVELOPMENT
P.B. 55, PG. 154

RIVERBEND VILLA
APARTMENTS, LLC.
D.B. 3180, PG. 369

TRACT B
RIVERBEND DEVELOPMENT
P.B. 55, PG. 49

LEGEND

- ELEC ELECTRIC
- PP POWER POLE
- N.T.S. NOT TO SCALE
- AC ACRES
- D.B. DEED BOOK
- PG. PAGE
- P.B. PLAT BOOK
- C CENTERLINE
- 123 911 ADDRESS

NOTES:

- 1) NORTH BASED ON REFERENCED PLAT.
- 2) PROPERTY IS ZONED PD
- 3) SETBACKS TO CONFORM TO CURRENT ZONING DESIGNATION. THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0045D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 4) JOB NO. 22-12719
- 5) ACAD FILE: 22-12719 KEDB RIVERBEND.DWG
- 6) FIELD INFORMATION ELECTRONICALLY DATA COLLECTED.
- 7) TAX MAP 077H "C", PART OF PARCEL 002.50
- 8) DEED REFERENCE: D.B. 3194, PG. 2466
- 9) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
- 10) I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION IS BETTER THAN 1:10,000.
- 11) THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
- 12) 1/2" IRON RODS WITH CAP SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
- 13) THERE ARE APPROXIMATELY 20.2 ACRES± REMAINING IN THE ORIGINAL PARCEL.
- 14) PRIOR PLAT REFERENCE: P.B. 55, PG. 49



02/24/2023 - 08:44:12 AM
23002863
1 PGS:AL-PLAT BATCH: 317663
PLAT BOOK: P58
PAGE: 517-517

REC FEE	15.00
DP FEE	2.00
ARC FEE	0.00
TOTAL	17.00

STATE OF TENNESSEE, SULLIVAN COUNTY
SHEENA R TINSLEY
REGISTER OF DEEDS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	75.50'	130.65'	114.95'	S05°33'18"W
C2	64.00'	44.98'	44.06'	S34°59'44"W

CERTIFICATE OF OWNERSHIP AND DEDICATION

(WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

Craig Denson 2-22-23
OWNER DATE

ALLEY & ASSOCIATES, INC.
SURVEYORS
243 E. MARKET STREET KINGSPORT, TENNESSEE 37660
TELEPHONE (423) 392-8896
FAX : (423) 392-8898
E-MAIL: mstrickler@alleyassociates.com

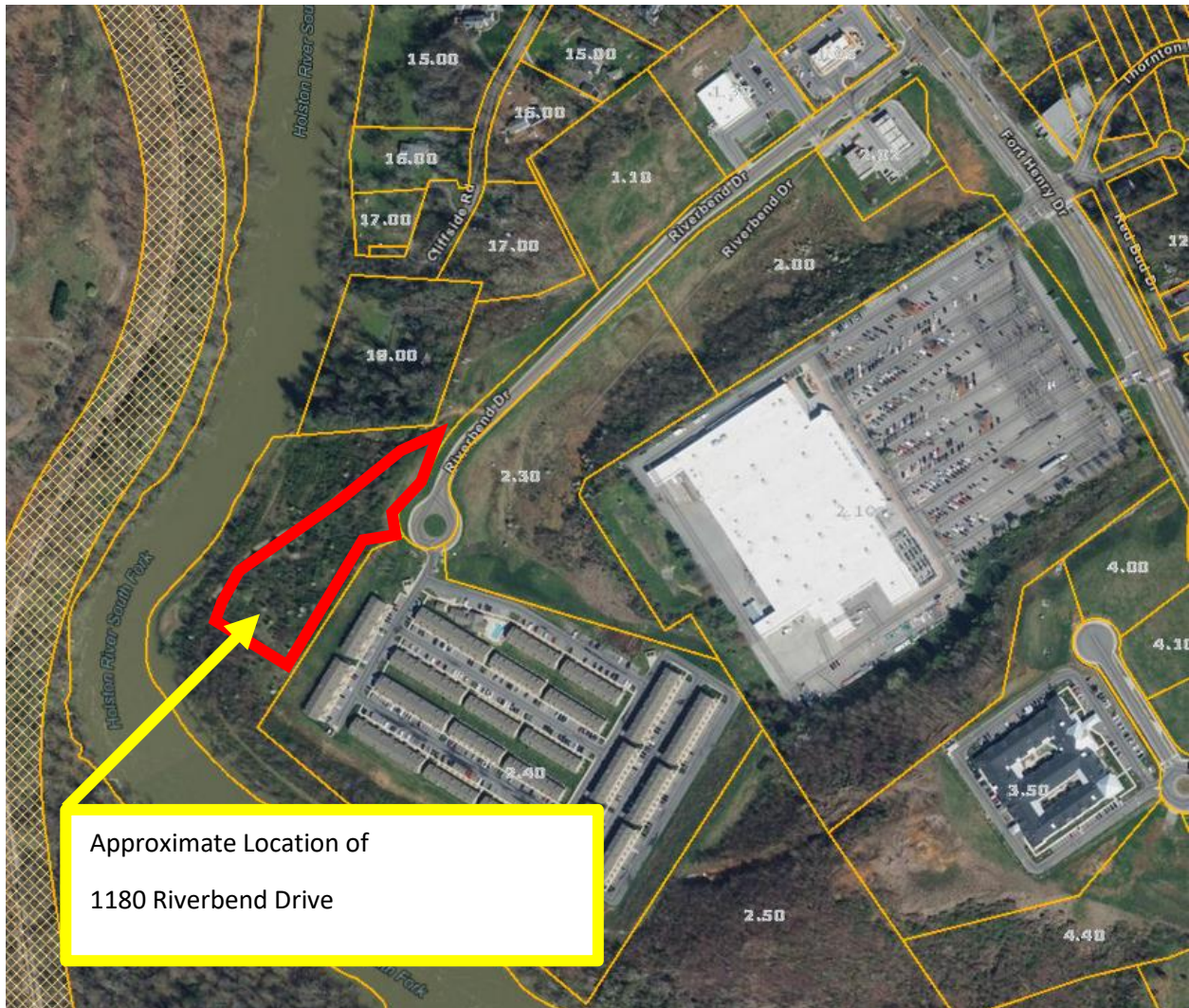
<p>CERTIFICATION OF THE APPROVAL FOR 911 ADDRESSING ASSIGNMENT</p> <p>I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT, ARE APPROVED AS ASSIGNED.</p> <p>DATE <i>February 23</i> 20 <i>23</i> <i>Craig Denson</i> CITY GIS DIVISION DIRECTOR OF 911 ADDRESSING</p>		<p>CERTIFICATE OF ACCURACY</p> <p>I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSPORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.</p> <p>DATE <i>2-21</i> 20 <i>23</i> <i>Matthew Strickler</i> REGISTERED SURVEYOR</p>		<p>CERTIFICATION OF APPROVAL OF SEWERAGE SYSTEM</p> <p>I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION AND IS HEREBY APPROVED AS SHOWN.</p> <p>DATE <i>2-20</i> 20 <i>23</i> <i>[Signature]</i> KINGSPORT AUTHORIZING AGENT</p>		<p>CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM</p> <p>I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION, FULLY MEETS THE REQUIREMENTS OF THE LOCAL UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.</p> <p>DATE <i>2-20</i> 20 <i>23</i> <i>[Signature]</i> KINGSPORT AUTHORIZING AGENT</p>		<p>CERTIFICATE OF APPROVAL FOR RECORDING</p> <p>I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSPORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$ _____ HAS BEEN POSTED WITH THE KINGSPORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.</p> <p>DATE <i>2/23</i> 20 <i>23</i> <i>[Signature]</i> SECRETARY, KINGSPORT MUNICIPAL/REGIONAL PLANNING COMMISSION</p>		<p>CITY OF KINGSPORT, TENNESSEE PROPERTY</p> <p>KINGSPORT REGIONAL PLANNING COMMISSION</p> <p>TOTAL ACRES <u>3.865</u> TOTAL LOTS <u>1</u> ACRES NEW ROAD <u>0</u> MILES NEW ROAD <u>0</u></p> <p>OWNER <u>THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE</u> CIVIL DISTRICT <u>11TH</u> SURVEYOR <u>ALLEY & ASSOCIATES, INC.</u> CLOSURE ERROR <u>1:10,000</u></p> <p>SCALE 1"=80' </p>	
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LEGAL DESCRIPTION

BEGINNING AT A POINT LOCATED ON THE NORTHERLY SIDELINE OF RIVERBEND DRIVE, SAID POINT A CORNER TO LOT 6, FIRST SOUTHEAST DEVELOPMENT, LLC (PLAT BOOK 58, PAGE 271). THENCE ALONG SIDELINE SOUTH 43° 40' 06" WEST, A DISTANCE OF 493.54 FEET TO A POINT, SAID POINT THE PC OF A CURVE TO THE LEFT. THENCE ALONG SAID CURVE HAVING A RADIUS 363.00 FEET AN ARC LENGTH 182.51 FEET AND A CHORD SOUTH 29° 15' 53" WEST, A DISTANCE OF 180.59 FEET TO A POINT, SAID POINT BEING A PRC. THENCE LEAVING SAID SIDELINE WITH NEW LINES THROUGH TRACT B, RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 50) NORTH 55° 23' 13" WEST, A DISTANCE OF 121.99 TO A POINT; SOUTH 44° 04' 55" WEST, A DISTANCE OF 194.98 FEET TO A POINT; SOUTH 56° 56' 26" WEST, A DISTANCE OF 282.20 FEET TO A POINT; SOUTH 20° 26' 23" WEST, A DISTANCE OF 164.82 FEET TO A POINT; SOUTH 07° 42' 39" EAST, A DISTANCE OF 194.11 FEET TO A POINT AND SOUTH 61° 48' 55" EAST, A DISTANCE OF 161.73 FEET TO A POINT, SAID POINT A CORNER TO LOT 8, LOTS 7 & 8, RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 154). THENCE ALONG LOT 8 SOUTH 58° 05' 20" EAST, A DISTANCE OF 1040.12 FEET TO A POINT AND NORTH 28° 48' 51" EAST, A DISTANCE OF 733.19 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 2, REPLAT OF LOT 2 BRADLEY FARM SUBDIVISION (PLAT BOOK 52, PAGE 506). THENCE ALONG LOT 2 SOUTH 35° 16' 30" EAST, A DISTANCE OF 298.47 FEET TO A POINT, SAID POINT A CORNER TO LOT 9, DIVISION OF FIRST SOUTH EAST DEVELOPMENT LLC PROPERTY (PLAT BOOK 58, PAGE 324). THENCE ALONG LOT 9 AND AN UNNUMBERED LOT SOUTH 34° 19' 56" EAST, A DISTANCE OF 587.63 FEET TO A POINT, SAID POINT A CORNER TO A 3.209 ACRE TRACT, FIRST BANK & TRUST COMPANY (PLAT BOOK 55, PAGE 222) AND LOT 2, BLOCK 2 WEST HOLSTON HILLS (PLAT BOOK 4, PAGE 10). THENCE ALONG LOT 2 SOUTH 70° 22' 40" WEST, A DISTANCE OF 98.74 FEET TO A POINT, SAID POINT A CORNER TO LOT 1, BLOCK 2, WEST HOLSTON HILLS. THENCE ALONG LOT 1 SOUTH 70° 22' 40" WEST, A DISTANCE OF 346.83 FEET TO A POINT, SAID POINT LOCATED ON THE NORTHERLY TERMINUS OF WESLEY ROAD. THENCE ALONG SAID TERMINUS SOUTH 70° 22' 40" WEST, A DISTANCE OF 54.85 FEET TO A POINT AND SOUTH 26° 38' 09" WEST, A DISTANCE OF 17.79 FEET TO A POINT, SAID POINT A CORNER TO UNITED STATES OF AMERICA (DEED BOOK 125A, PAGE 91). THENCE ALONG UNITED STATES OF AMERICA SOUTH 28° 58' 52" WEST, A DISTANCE OF 65.25 FEET TO A POINT, LOCATED ON THE NORTH BANK OF THE SOUTH HOLSTON RIVER. THENCE ALONG SAID BANK THE FOLLOWING CALLS: SOUTH 86° 05' 00" WEST, A DISTANCE OF 37.74 FEET TO A POINT; NORTH 80° 37' 00" WEST, A DISTANCE OF 75.86 FEET TO A POINT; NORTH 65° 36' 00" WEST, A DISTANCE OF 96.97 FEET TO A POINT; NORTH 53° 36' 00" WEST, A DISTANCE OF 146.88 FEET TO A POINT; NORTH 59° 15' 00" WEST, A DISTANCE OF 125.72 FEET TO A POINT; NORTH 75° 30' 00" WEST, A DISTANCE OF 120.09 FEET TO A POINT; NORTH 51° 37' 00" WEST, A DISTANCE OF 44.81 FEET TO A POINT; NORTH 21° 34' 00" WEST, A DISTANCE OF 32.28 FEET TO A POINT; NORTH 57° 58' 00" WEST A DISTANCE OF 216.23 FEET TO A POINT; NORTH 50° 58' 00" WEST, A DISTANCE OF 182.63 FEET TO A POINT; NORTH 65° 14' 00" WEST, A DISTANCE OF 151.49 FEET TO A POINT; NORTH 57° 30' 00" WEST, A DISTANCE OF 209.42 FEET TO A POINT; NORTH 52° 44' 00" WEST, A DISTANCE OF 95.39 FEET TO A POINT; NORTH 47° 13' 00" WEST, A DISTANCE OF 186.64 FEET TO A POINT; NORTH 42° 25' 00" WEST, A DISTANCE OF 60.73 FEET TO A POINT; NORTH 34° 46' 00" WEST. A DISTANCE OF 117.50 FEET TO A POINT; NORTH 13° 13' 00" WEST, A DISTANCE OF 79.67 FEET TO A POINT; NORTH 05° 02' 00" EAST, A DISTANCE OF 94.33 FEET TO A POINT; NORTH 44° 00' 00" EAST, A DISTANCE OF 211.67 FEET TO A POINT; NORTH 25° 25' 00" EAST, A DISTANCE OF 209.97 FEET TO A POINT; AND NORTH 28° 40' 00" EAST, A DISTANCE OF 150.00 FEET TO A POINT, SAID POINT A CORNER

TO LOT 23, CLIFFSIDE DEVELOPMENT (PLAT BOOK 4, PAGE 206A). THENCE LEAVING SAID BANK AND ALONG LOT 23 NORTH 86° 58' 49" EAST, A DISTANCE OF 380.17 FEET TO A POINT AND NORTH 17° 59' 49" EAST, A DISTANCE OF 313.79 FEET TO A POINT, SAID POINT A CORNER TO LOT 21. THENCE ALONG LOT 21 NORTH 79° 12' 28" EAST, A DISTANCE OF 152.31 FEET TO A POINT; NORTH 70° 51' 07" EAST, A DISTANCE OF 154.12 FEET TO A POINT AND NORTH 30° 25' 53" WEST, A DISTANCE OF 330.35 FEET TO A POINT, SAID POINT A CORNER TO LOT 19. THENCE ALONG LOT 19 NORTH 50° 47' 55" EAST, A DISTANCE 23.69 FEET TO A POINT, SAID POINT A CORNER TO LOT 6, FIRST SOUTHEAST DEVELOPMENT LLC PROPERTY (PLAT BOOK 58, PAGE 271). THENCE ALONG LOT 6 SOUTH 30° 25' 53" EAST, A DISTANCE OF 375.06 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 20.235 ACRES, MORE OR LESS AND IS A PART OF TRACT B RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 50).

Riverbend Site Layout





AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-190-2023
Work Session: June 19, 2023
First Reading: N/A

Final Adoption: June 20, 2023
Staff Work By: Chris McCartt
Presentation By: Chris McCartt

Recommendation:

Approve the resolution.

Executive Summary:

This resolution authorizes a financial contribution to Kingsport Economic Development Board (KEDB) if needed, so that it can facilitate the redevelopment of 301 West Main Street.

KEDB has secured financing to purchase the property located at 301 West Main Street. Northeast State Community College has committed to a five-year lease with anticipated renewals for the property to expand their RCAM (Regional Center for Advanced Manufacturing) program. This property is adjacent to the existing RCAM facility and would serve as a continuation of the overall downtown Kingsport Higher Education campus.

In order to expedite opening of the RCAM expansion, KEDB has taken steps to secure financing itself to purchase the property located at 301 West Main Street. Northeast State Community College has committed to pay for renovations. Currently, KEDB has the option of borrowing \$800,000 from Eastman Credit Union on terms it deems appropriate. This amount covers purchase price, fees and closing costs; and establishes a repairs and maintenance fund for future expenses. The loan's payback is a traditional 20-year amortization schedule with monthly principal and interest payments. The lease income is expected to pay KEDB's monthly loan payments. It is the anticipation of both parties that Northeast State Community College will purchase the property at a future date for the then outstanding loan balance.

KEDB does need an assurance from the city that it will make necessary financial contributions towards debt service and balance of the loan in the event KEDB is unable to pay.

Pursuant to state law, the city can make financial contributions directly to KEDB for economic or industrial development purposes.

Attachments:

1. Resolution
2. Parcel Map

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

Item XI5.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PUPOSES 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

WHEREAS, the board has previously authorized the incorporation of the Industrial Development Board of the City of Kingsport, Tennessee (a/k/a KEDB) as an industrial development board duly organized and existing under the provisions of Title 7, Chapter 53 of the Tenn. Code Ann. (Act); and

WHEREAS, as an essential part of the redevelopment of downtown, City has placed an emphasis on the revitalization of Main Street and deems it a benefit and advantage to City to expand the educational facilities located within its downtown; and

WHEREAS, property located at 301 West Main Street has been identified as a suitable space for the expansion of educational facilities and Northeast State Community College has committed to a five-year lease to expand its Regional Center for Advanced Manufacturing program which is currently housed in a facility adjacent to the 301 West Main Street site; and

WHEREAS, KEDB has solicited financing proposals and anticipates securing a loan from Eastman Credit Union of up to eight hundred thousand dollars (\$800,000.00) upon such terms as KEDB deems appropriate which shall be due and payable with a twenty-year amortization schedule, the lease income from NESCC is expected to pay KEDB's monthly loan payments and it is the anticipation of both parties that NESCC will purchase the property at a future date for the then outstanding loan balance; and

WHEREAS, city is authorized by Tenn. Code Ann. § 6-54-118 to make contributions to an eligible industrial development corporation for economic or industrial development; and

WHEREAS, KEDB is an eligible industrial development corporation; and

WHEREAS, KEDB represents that it has the statutory authority to borrow funds to commence with improvements to the leased premise.

Now therefore,

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

SECTION I. That the board incorporates herein by reference and adopts the findings set forth above.

SECTION II. That the board authorizes, if necessary, a contribution to KEDB in an amount not to exceed ONE MILLION NINETY THOUSAND DOLLARS AND NO/100 (\$1,090,000.00), which contribution, if needed, could be used to pay part or all of the indebtedness comprised of the principal sum and interest incurred by KEDB for acquisition costs associated with redevelopment of property that is adjacent to the RCAM facility and is located at 301 West Main Street; KEDB is seeking financing to facilitate the redevelopment of the same.

SECTION III. That an agreement with KEDB is approved to provide a contribution up to the required debt service on the loan in the event that KEDB is unable to pay the debt service during the 10 year term of the loan, or provide a contribution to KEDB in an amount equal to the outstanding balance owed on the loan up to a maximum of ONE MILLION NINETY THOUSAND DOLLARS AND NO/100 (\$1,090,000.00).

SECTION IV. That the board recognizes that other agreements with KEDB may be needed to effectuate the purpose of this resolution and, accordingly, approves such agreements, as needed, to effectuate the purpose of this resolution, as determined by the mayor in consultation with the city attorney, and authorizes and directs the mayor to execute such agreement.

SECTION V. That the board finds that the expenditure of any funds pursuant to this resolution is for the public purpose of economic development or industrial development, is in the public interest, and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION VI. That to carry out the intent of this resolution, the board will establish, by Ordinance, as needed, one or more project accounts and to fund such project account(s) in the upcoming budgets, and the city manager is directed to authorize and establish such project account(s), when and as needed.

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CONTRIBUTION AGREEMENT

THIS AGREEMENT, dated as of this ____ day of June, 2023 is made by and between THE CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee ("City") and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a corporation organized under T.C.A. §7-53-101 et seq., commonly known as the "Kingsport Economic Development Board" ("KEDB").

RECITALS:

- A. As an essential part of the redevelopment of downtown City has placed an emphasis on the revitalization of Main Street and deems it a benefit and advantage to the City to expand the educational facilities located within its downtown.
- B. Property located at 301 West Main Street has been identified as a suitable space for the expansion of educational facilities and Northeast State Community College has committed to a five-year lease to expand its Regional Center for Advanced Manufacturing program which is currently housed in a facility adjacent to the 301 West Main Street site.
- C. In order to expedite the acquisition of the 301 West Main Street Property ("The Project") KEDB has solicited financing proposals from various entities and has identified the proposal from Eastman Credit Union to be the most advantageous. The proposal of Eastman Credit Union is for a loan of \$800,000.00 which will cover purchase price, fees and closing costs and establishes a repairs and maintenance fund for future expenses. The traditional loan is for a 10-year term with monthly principal and interest payments based upon a 20-year amortization schedule, with a principal balance due at the end of the 10-year term.
- D. City and KEDB expect lease payments made by Northeast State Community College will provide sufficient income to cover the loan payments. Additionally, Northeast State

Community College has committed to pay for necessary renovations to the building.

- E. The City is authorized, pursuant to T.C.A. §6-54-118, to make contributions for economic development or industrial development to an eligible industrial development corporation.
- F. KEDB is an industrial development corporation formed by the City pursuant to T.C.A. §7-53-101 et seq., and, as such, is an eligible industrial development corporation entitled to receive contributions from the City.
- G. The Board of Mayor and Aldermen of the City has heretofore adopted a resolution to provide a contribution for economic development or industrial development, if needed for the Project to KEDB in a total aggregate amount not to exceed ONE MILLION NINETY THOUSAND AND NO/100 (\$1,090,000.00).
- H. KEDB may need such financial contribution from the City, in whole or in part, for economic development or industrial development for the Project.
- I. The parties desire to execute this Contribution Agreement to satisfy the conditions of the resolution and to document the terms and conditions upon which the City and KEDB will perform their respective obligations for the contribution, in whole or part, to be made by the City to KEDB for economic development or industrial development.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of the parties' mutual covenants and undertakings set forth below, the City and KEDB do hereby mutually agree and contract with each other as follows:

1. PROJECT UNDERTAKING KEDB will take all steps necessary and proper to acquire the property located at 301 West Main Street, Kingsport, Sullivan County, Tennessee. KEDB shall expend its best efforts to ensure timely completion of the Project and to promote The Project for economic or industrial development purposes.

2. FINANCING FOR THE PROJECT. KEDB will obtain a loan from Eastman Credit Union which will be used to complete the Project (the "Project Loan"). The Project Loan will be in the principal amount not to exceed \$800,000.00 with a loan term of 10-years from date of the Note based upon a 20-year amortization schedule, with a principal balance due at the end of the 10-year term at a taxable interest rate of 4.35% calculated on the basis of an actual/actual simple interest basis.

3. CONTINGENCY FUNDING COMMITMENT BY THE CITY OF KINGSPORT. To support KEDB's completion of the Project and to provide an acceptable pledge as additional security for the Project Loan, the City hereby agrees to make such payments to KEDB from time to time upon 30 days prior written notice from KEDB to make debt service payments under the loan in the event KEDB is unable to make debt service payments. Such notice shall include information as the City may request. The notice shall be provided to the city manager and a copy provided to the city attorney.

In the event any indebtedness remains outstanding under the Project Loan at the maturity date, City shall provide an economic development contribution to KEDB in an amount sufficient to pay the outstanding indebtedness then owed on the Project Loan including all principal, interest and expenses, if any, incurred by Eastman Credit Union.

4. SECURITY INTEREST AND PLEDGE. The City agrees that KEDB is entitled to assign, pledge and grant a security interest in its rights under this Agreement to Eastman Credit Union as the assignee, pledgee or holder of such security interest shall be entitled to enforce KEDB's rights under this Agreement and to apply the monies payable by the City under this Agreement toward the monies due from time to time under the Project Loan. In the event there is a default under the Project Loan, and upon written notice by Eastman Credit Union that such default has occurred, the City is authorized and directed to make the payments due under this Agreement

directly to Eastman Credit Union. KEDB and the City each agree that Eastman Credit Union shall be entitled to enforce this Agreement, and receive, through KEDB, the proceeds payable hereunder to the extent such will satisfy the indebtedness under the Project Loan.

6. NO PERSONAL LIABILITY. No member, director, officer, commissioner, elected representative, or employee, past, present, or future, of the City or KEDB, or any successor body, shall have any personal liability for the performance of any obligations of the City or KEDB set forth in this Agreement.

7. APPLICABLE LAW. This Agreement is made as a Tennessee contract and shall be construed and applied according to the laws of the State of Tennessee

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first above written.

**Industrial Development Board of the
City of Kingsport**

City of Kingsport, Tennessee

Craig Dennison, Chairman

Patrick W. Shull, Mayor

Attest:

Attest:

Julie Bennett, Secretary

Angela Marshall, Deputy City Recorder

Approved as to form:

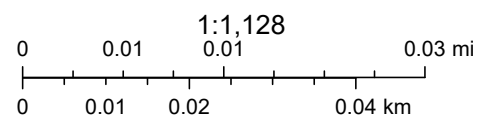
Rodney B. Rowlett, III, City Attorney

Sullivan County - Parcel: 046P F 001.05



Date: June 8, 2023

County: Sullivan
Owner: RIPLEY RICHARD O
Address: MAIN ST 301
Parcel Number: 046P F 001.05
Deeded Acreage: 1.04
Calculated Acreage: 0
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2021



Esri Community Maps Contributors, Tennessee STS GIS, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Item X15.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing a Financial Contribution if Needed to the Kingsport Economic Development Board Relative to the Dobyys-Taylor Warehouse and Authorizing the Execution of all Necessary and Proper Documents

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

Action Form No.: AF-176-2023
Work Session: June 19, 2023
First Reading: June 20, 2023
Final Adoption: June 20, 2023
Staff Work By: John Rose
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
This resolution authorizes a financial contribution to Kingsport Economic Development Board (KEDB) if needed, so that it can secure a loan if needed to facilitate the redevelopment of the Dobyys-Taylor Warehouse property.

KEDB has negotiated a long-term lease on the property that includes purchase options. This redevelopment project is vital to the continued growth of the downtown area. The property will be used to attract new business and provide the potential for existing business, to expand in the City of Kingsport. KEDB engaged CainRashWest (CRW) to develop a feasibility study to assist in marketing the site to potential tenants.

Pursuant to state law, the city can make financial contributions directly to KEDB for economic or industrial development purposes.

- Attachments:**
1. Resolution
2. CRW Feasibility Study Cover Sheet

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PUPOSES RELATIVE TO THE LEASE OF THE KINGSPORT 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

WHEREAS, the board has previously authorized the incorporation of the Industrial Development Board of the City of Kingsport, Tennessee (a/k/a KEDB) as an industrial development board duly organized and existing under the provisions of Title 7, Chapter 53 of the Tenn. Code Ann. (Act); and

WHEREAS, KEDB has secured a 25-year lease with options to purchase the former Kingsport Hosiery Mill now known as the Dobyns-Taylor Warehouse, located at 435 Press Street; and

WHEREAS, this property and the structure thereon has been identified not only as historically significant but also provides a vital opportunity for continued economic growth of the downtown area which may not only attract new business but also retain existing business; and

WHEREAS, currently KEDB subleases the property to commercial tenants whose lease payments are expected to materially offset those lease payments which KEDB will make to its landlord; and

WHEREAS, KEDB seeks city's agreement to contribute financially to this project as needed in the event KEDB is unable to meet its obligations under the lease; and

WHEREAS, city is authorized by Tenn. Code Ann. § 6-54-118 to make contributions to an eligible industrial development corporation for economic or industrial development; and

WHEREAS, KEDB is an eligible industrial development corporation.

Now therefore,

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

SECTION I. That the board incorporates herein by reference and adopts the findings set forth above.

SECTION II. That the board authorizes, if necessary, a contribution to KEDB in an amount not to exceed FIVE MILLION TWO HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED DOLLARS and NO/100 (\$5,228,600.00) over the term of the lease nor more than

THREE HUNDRED NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS and NO/100 in any given year, which contribution, if needed, could be used to pay part or all of KEDB's lease obligations for the Dobyms-Taylor Warehouse, located at 435 Press Street.

SECTION III. That an agreement with KEDB is approved to provide a contribution up to FIVE MILLION TWO HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED DOLLARS and NO/100 (\$5,228,600.00) over the term of the lease nor more than THREE HUNDRED NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS and NO/100 in any given year, which contribution, if needed, could be used to pay part or all of KEDB's lease obligations for the Dobyms-Taylor Warehouse, located at 435 Press Street and the Mayor or in his absence, incapacity or failure to act the Vice Mayor is authorized to sign the same upon approval as to form by the City Attorney.

SECTION IV. That the board recognizes that other agreements with KEDB may be needed to effectuate the purpose of this resolution and, accordingly, approves such agreements, as needed, to effectuate the purpose of this resolution, as determined by the mayor in consultation with the city attorney, and authorizes and directs the mayor to execute such agreement.

SECTION V. That the board finds that the expenditure of any funds pursuant to this resolution is for the public purpose of economic development or industrial development, is in the public interest, and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION VI. That to carry out the intent of this resolution, the board will establish, by Ordinance, as needed, one or more project accounts and to fund such project account(s) in the upcoming budgets, and the city manager is directed to authorize and establish such project account(s), when and as needed.

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CRW Feasibility Study Dobyns-Taylor Warehouse



KINGSPORT ECONOMIC DEVELOPMENT BOARD FEASIBILITY STUDY FOR
DOBYNS-TAYLOR WAREHOUSE BUILDINGS

April 5, 2022

Item X16.

CONTRIBUTION AGREEMENT

THIS AGREEMENT, dated as of this ____ day of June, 2023 is made by and between THE CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee ("City") and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a corporation organized under T.C.A. §7-53-101 et seq., commonly known as the "Kingsport Economic Development Board" ("KEDB").

RECITALS:

- A. Situated as the intersection of Clinchfield Street and Press Street is located a 3.1 acre property upon which sits the former Kingsport Hosiery Mill now known as the Dobyntaylor Warehouse with an address of 435 Press Street, being Tax Parcel No. 046I A 024.00 ("The Property").
- B. The structure is of historical significance as a portion thereof was originally constructed in 1917 and its location provides economic opportunities which will benefit continued growth of the downtown area.
- C. KEDB has negotiated a 25 year lease of the property (a/k/a "The Project") which includes options to purchase. Securing the lease with purchase options creates opportunities for the retention of current businesses and the attraction of new businesses.
- D. Currently, the Property is leased by commercial tenants who are expected to remain and whose lease payments are expected to materially offset KEDB's financial obligations under its lease with the current owner.
- E. The City is authorized, pursuant to T.C.A. §6-54-118, to make contributions for economic development or industrial development to an eligible industrial development corporation.

- F. KEDB is an industrial development corporation formed by the City pursuant to T.C.A. §7-53-101 et seq., and, as such, is an eligible industrial development corporation entitled to receive contributions from the City.
- G. The Board of Mayor and Aldermen of the City has heretofore adopted a resolution to provide a contribution for economic development or industrial development, if needed for the Project to KEDB in a total aggregate amount not to exceed FIVE MILLION TWO HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED DOLLARS and NO/100 (\$5,228,600.00) over the term of the lease nor more than THREE HUNDRED NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS and NO/100 in any given year.
- H. KEDB may need such financial contribution from the City, in whole or in part, for economic development or industrial development for the Project.
- I. The parties desire to execute this Contribution Agreement to satisfy the conditions of the resolution and to document the terms and conditions upon which the City and KEDB will perform their respective obligations for the contribution, in whole or part, to be made by the City to KEDB for economic development or industrial development.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of the parties' mutual covenants and undertakings set forth below, the City and KEDB do hereby mutually agree and contract with each other as follows:

1. PROJECT UNDERTAKING KEDB will take all steps necessary and proper to execute the Project including but not limited to avoiding any default of its lease with current owner of the Property. KEDB shall expend its best efforts to promote The Project for economic or industrial development purposes.

2. FINANCING FOR THE PROJECT. KEDB will be primarily responsible for all costs and financial liabilities associated with the Project and shall apply the entirety of all lease payments which it receives from the Property towards its lease payments for the Property.

3. CONTINGENCY FUNDING COMMITMENT BY THE CITY OF KINGSPORT.
To support KEDB's completion of the Project and to provide an acceptable pledge as additional security for the Project the City hereby agrees to make such payments to KEDB from time to time upon 30 days prior written notice from KEDB as may be required for the Project. Though City's funding obligation shall not exceed FIVE MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS and NO/100 (\$5,228,600.00) over the term of the lease nor more than THREE HUNDRED NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS and NO/100 in any given year. Such notice shall include information as the City may request. The notice shall be provided to the city manager and a copy provided to the city attorney.

4. NO PERSONAL LIABILITY. No member, director, officer, commissioner, elected representative, or employee, past, present, or future, of the City or KEDB, or any successor body, shall have any personal liability for the performance of any obligations of the City or KEDB set forth in this Agreement.

5. APPLICABLE LAW. This Agreement is made as a Tennessee contract and shall be construed and applied according to the laws of the State of Tennessee

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first above written.

**Industrial Development Board of the
City of Kingsport**

City of Kingsport, Tennessee

Craig Dennison, Chairman

Patrick W. Shull, Mayor

Attest:

Attest:

Julie Bennett, Secretary

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Approve Amendment Four to the Riverbend Park Redevelopment Agreement with KHRA for Development of Riverbend Park

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

Action Form No.: AF-196-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Michael T. Borders
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
This resolution approves an amendment to the agreement with the Kingsport Housing and Redevelopment Authority to extend the completion date for the development of Riverbend Park from July 31, 2023, to December 31, 2023.

The TIF agreement for the Riverbend Redevelopment District was created in 2015 and included a provision for monies to support improvement of the donated park property along the riverfront. Of the \$2 million TIF incentive, \$666,667 was set aside for future improvement of Riverbend Park. The TIF agreement required a Redevelopment Agreement be entered into between the City and KHRA.

The original agreement was approved by the KHRA board in October 2016. The agreement requires that the city complete construction of the project in accordance with an approved Site Plan.

An amendment was approved in June 2020, (Res. 2020-203) to extend the completion date to November 23, 2022. The second amendment was approved on October 18, 2022, (Res. 2023-091) to extend the completion date to March 31, 2023. The third amendment was approved on March 7th (Res. 2023-187) to extend the completion date to July 31, 2023. Construction should be complete within 90 days of the approved change order. This project was initially delayed due to COVID as well as permitting requirements due to the proximity of the South Fork of the Holston River. The project was further delayed due to site conditions.

The fourth amendment proposes to extend the date of completion to December 31, 2023. This revision will be considered by the KHRA Board at their June 26, 2023, meeting.

Attachments:
1. Resolution

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

Item X17.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT FOUR TO THE REDEVELOPMENT AGREEMENT WITH THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY TO EXTEND THE DATE OF COMPLETION OF THE RIVERBEND REDEVELOPMENT DISTRICT PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on November 15, 2016, the board approved Resolution No.: 2017-093 authorizing the mayor to sign an agreement with the Kingsport Housing and Redevelopment Authority (KHRA) to improve donated land at the Riverbend Redevelopment District to a park; and

WHEREAS, an Amendment was approved on June 2, 2020, by Resolution No.: 2020-203, to extend the completion date to November 23, 2022; and

WHEREAS, Amendment Two was approved on October 18, 2022, by Resolution No.: 2023-091, to extend the completion date to March 31, 2023; and

WHEREAS, Amendment Three was approved on March 7, 2023, by Resolution No.: 2013-187, to extend the completion date to July 31, 2023; and

WHEREAS, further extension of the agreement is needed to complete the project; and

WHEREAS, the agreement with KHRA needs to be amended to extend the date of completion of the project to December 31, 2023.

Now therefore,

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

SECTION I. That Amendment Four to the agreement with Kingsport Housing and Redevelopment Authority to extend the date of completion of the improvement to the donated land at the Riverbend Redevelopment District, which is a park, to December 31, 2023, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment Four to the agreement with Kingsport Housing and Redevelopment Authority to extend the date of completion of the improvement to the donated land at the Riverbend Redevelopment District, which is a park, to December 31, 2023, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

AMENDMENT FOUR TO THE REDEVELOPMENT AGREEMENT
RIVERBEND REDEVELOPMENT DISTRICT
RIVERBEND PARK PROJECT

This Fourth Amendment to the Redevelopment Agreement is made and entered into this ____ day of _____, 2023, by and between **CITY OF KINGSPORT, TENNESSEE (“City”); and the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY (“KHRA”)**

WHEREAS, the parties have previously entered into a Redevelopment Agreement dated November 18, 2016, (“Redevelopment Agreement”) in which the City agreed to construct a public park located on an approximately 24.1 acres of land being Sullivan County Tax Map 077H, Group C, Parcel 002.50, (the “Project”); and

WHEREAS, the City is presently undertaking the Project and the parties hereto have agreed to amend certain terms of the Redevelopment Agreement including an extension of the required completion date to December 31, 2023.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Paragraph 3.2 of the Redevelopment Agreement shall be deleted in their entirety and replaced as follows:

3.2 Completion of Project. City agrees to complete construction of the Project in accordance with the Site Plan, this Agreement, and all applicable laws, ordinances, and regulations no later than December 31, 2023 (“Completion Date”). If City fails to complete the Project by the Completion Date, the City shall be required to repay all financial assistance received pursuant to Section 3.1 above to KHRA within thirty (30) days of receipt of written notice directing payment. KHRA agrees to apply any repayment received pursuant to this paragraph towards the principal of TIF Indebtedness. Completion shall be defined as Substantial Completion pursuant to AIA standards.

2. All terms and conditions of the Redevelopment Agreement not specifically revised by this Amendment shall remain in full force and effect

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

AMENDMENT FOUR TO THE REDEVELOPMENT AGREEMENT
RIVERBEND REDEVELOPMENT DISTRICT
RIVERBEND PARK PROJECT

This Fourth Amendment to the Redevelopment Agreement is made and entered into this ____ day of _____, 2023, by and between **CITY OF KINGSPORT, TENNESSEE (“City”); and the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY (“KHRA”)**

WHEREAS, the parties have previously entered into a Redevelopment Agreement dated November 18, 2016, (“Redevelopment Agreement”) in which the City agreed to construct a public park located on an approximately 24.1 acres of land being Sullivan County Tax Map 077H, Group C, Parcel 002.50, (the “Project”); and

WHEREAS, the City is presently undertaking the Project and the parties hereto have agreed to amend certain terms of the Redevelopment Agreement including an extension of the required completion date to December 31, 2023.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Paragraph 3.2 of the Redevelopment Agreement shall be deleted in their entirety and replaced as follows:

3.2 Completion of Project. City agrees to complete construction of the Project in accordance with the Site Plan, this Agreement, and all applicable laws, ordinances, and regulations no later than December 31, 2023 (“Completion Date”). If City fails to complete the Project by the Completion Date, the City shall be required to repay all financial assistance received pursuant to Section 3.1 above to KHRA within thirty (30) days of receipt of written notice directing payment. KHRA agrees to apply any repayment received pursuant to this paragraph towards the principal of TIF Indebtedness. Completion shall be defined as Substantial Completion pursuant to AIA standards.

2. All terms and conditions of the Redevelopment Agreement not specifically revised by this Amendment shall remain in full force and effect

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

[SIGNATURES ON NEXT PAGE]

**Kingsport Housing &
Redevelopment Authority**

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 Approve a Change Order for the Riverbend Park Phase 1 Project

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

Action Form No.: AF-195-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: H. Clabaugh
Presentation By: M. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
Construction commenced on the Riverbend Park Phase 1 project in July, 2022. Contract revisions are required due to unknown and substandard soil, slope, and foundational conditions. The contractor has submitted a change order for \$153,907.30 to address these unexpected issues. There is a contingency balance of \$57,156.00 that can be applied to this change order, resulting in a request for \$96,751.30 in additional funding to successfully complete the project.

A detailed explanation of the unexpected issues with the project is outlined in the memorandum from Barge.

The funding source is GP1512. Funding from various Parks and Recreation projects will be transferred to GP1512 to fund the \$96,751.30.

The contractor has requested 90 days to complete the project after acceptance of their proposal.

- Attachments:**
1. Resolution
 2. Supplemental Information
 3. Memo

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

RESOLUTION NO. _____

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

WHEREAS, on May 3, 2022, pursuant to Resolution No.: 2022-223, city entered into a contact with King General Contractors, Inc. for the construction of Riverbend Park Phase 1; and

WHEREAS, since then, it has been determined that Riverbend Park Phase 1 has substandard soil, slope, and foundational conditions, creating the need for the change order for the additional amount; and

WHEREAS, staff requests approval of a change order in the amount of \$153,907.30, making the total contract costs \$1,106,509.28.

Now therefore,

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

SECTION I. That the change order to the contract with King General Contractors, Inc. for the Riverbend Park Phase 1, by an increase in the amount of \$153,907.30, 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 King General Contractors, Inc. for the Riverbend Park Phase 1.

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CHANGE ORDER

Date 6/12/2023

OWNER'S Project No. GP1512 ENGINEER'S Project No. 2022-C14
 Project Riverbend Park Phase 1

CONTRACTOR King General Contractors, Inc.
 Contract For Riverbend Park Phase 1 Contract Date 5/5/2022

To: King General Contractors, 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

Contract revisions are required due to unknown and substandard soil, slope, and foundational conditions.

The total change order amount is \$153,907.30. There is a contingency balance of \$57,156.00 that can be applied, resulting in a request for \$96,751.30 in additional funding to complete the project.

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

Contract Price Prior to This Change Order	\$	<u>\$952,601.98</u>
Net <u>Increase</u> Resulting from this Change Order	\$	<u>\$153,907.30</u>
Current Contract Price Including This Change Order	\$	<u>\$1,106,509.28</u>

Item X18.

Contract Time Prior to This Change Order	<u>150</u>	Days or Date
Net <u>Increase</u> Resulting from this Change Order	<u>90</u>	Days
Current Contract Date Including This Change Order	<u>240</u>	Days or Date

The Above Changes Are Approved

Project Manager
By: Hank Clabaugh
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



June 9, 2023

City Of Kingsport
Michael Borders

Project: Riverbend Park
Phase 1

Re: Project Completion Proposal

Michael,

Per our meeting yesterday, we agree to complete this project for a total price of \$1,106,509.28. This price is based on utilizing ASI #3,4, & 5 from Barge Design Solutions. We will also complete the remainder of the items from the contract that are remaining. If any deviations are taken from the details in the ASIs then KGC will provide an engineer stamped plan indicating the changes. With this proposal, we expect 90 days of time to complete this project. This time will start once we have been provided with an official acceptance of this proposal.

Please review and provide us with approval so that we can proceed with the work.

King General Contractors would like to thank you for the opportunity to provide the City with a completed and successful project for all parties involved.

Sincerely,

Wesley Davidson, VP of Construction

CC: King General Contractor's File
Chad King, President
Vann Holden, Project Manager/Estimator
Chase King, VP-Operations
Hank Clabaugh, PE City of Kingsport
Jennifer Salyers, PLA, Project Manager Barge Design Solutions

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 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

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

Action Form No.: AF-186-2023
 Work Session: June 19, 2023
 First Reading: N/A
 Final Adoption: June 20, 2023
 Staff Work By: Candace Sherer
 Presentation By: Candace Sherer

Recommendation:
 Approve the Resolution.

Executive Summary:
 When purchasing Capital equipment for KATS, the City of Kingsport enters into a contractual agreement with the Tennessee Department of Transportation (TDOT) for reimbursement. The BMA previously approved a contract to purchase replacement transit vehicles. Due to inventory shortages, that project has been delayed and requires us to extend the end date of this original contract. The purpose of this action is to extend the End Date of the prior approved TDOT contract from 12/31/2022 to 12/31/2025 in order to be reimbursed for expenses.

	Local	State	Federal	Total
Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State				
TOTAL CAPITAL	11,392	11,392	129,109	151,893

- Attachments:**
 1. Resolution
 2. Contract

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

RESOLUTION NO. _____

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

WHEREAS, city is eligible to receive reimbursement through the Federal Transit Administration's Section 5339 program for capital projects such as the replacement, rehabilitation, and purchase of buses and bus related equipment utilized by the Kingsport Area Transit Service; and

WHEREAS, in order to receive reimbursement through the Section 5339 program city must enter into a grant contract with the Tennessee Department of Transportation which administers the program funds; and

WHEREAS, previously city entered into such a grant contract with the Tennessee Department of Transportation yet that agreement expired on December 31st, 2022 though due to inventory shortages completion of the project was delayed and a new grant contract must be executed to extend the time for completion to December 31st, 2025; and

WHEREAS, it is advisable to execute a new grant contract with TDOT in order to utilize the remaining amount of \$151,893.00 for the project; and

WHEREAS, local matching funds in the amount of \$11,392.00, were made available for the prior agreement and are currently available.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation (TDOT) for TDOT Project No. 825339-S3-006 for new transit vehicles for KATS 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 Tennessee Department of Transportation (TDOT) for TDOT Project No. 825339-S3-006 for new transit vehicles 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:

TDOT PROJECT NO.: 825339-S3-006FTA PROJECT NO.: TN2016-029-02DGA NO.: DG23-73934-01

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State

Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

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

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

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

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

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

b. the 5339 Program application;

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

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

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2023 ("Effective Date") and ending on December 31, 2025, ("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 Eleven Thousand, Three Hundred Ninety-two Dollars and No Cents (\$11,392.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

Tennessee Department of Transportation Multimodal Transportation Resources Division

505 Deaderick Street – James K. Polk Building, Suite 1200 Nashville, Tennessee 37243

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

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

(2) Invoice Date.

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

- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

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

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

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

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

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

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

the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

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

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

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

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

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

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

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

Treasury).

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

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

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

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

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

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

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

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

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

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

D.8. Communications and Contacts. All instructions, notices, consents, demands,

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

The State:

Brenden Henderson, Program Monitor 2 Tennessee Department of Transportation
Multimodal Transportation Resources Division James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243 Brenden.henderson@tn.gov Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

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

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

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

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

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

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

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

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

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

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the

Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating: NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

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

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

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

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.17. 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.18. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

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.19. 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.20. 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.21. 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.22. 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.23. 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.24. 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.25. **Reserved.**

D.26. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

D.27. 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.28. 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.29. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions 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.30. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions 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.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.32. 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.33. 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 offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this

Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. §12-7-103(d).

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

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

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

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

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

E.5. Transfer of Grantee's Obligations.

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

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

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

§ 13-10-107(c)(4).

E.6. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.7. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.8. Capital Asset. The Grantee shall:

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

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

- a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
- b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
- c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

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

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
- b) Property Damage Liability – minimum of \$300,000.00 per incident.
- c) Comprehensive – maximum deductible of \$500.00.
- d) Collision – maximum deductible of \$500.00.
- e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

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

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

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

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

E.9. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):

For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were

(1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of

\$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.

E.10. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR


ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

TDOT PROJECT NO.: 825339-S3-006
 FTA PROJECT NO.: TN2016-029-02
 DGA NO.: DG23-73934-01

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 1/1/2023		End Date 12/31/2025		Agency Tracking # 40100-49550	
Edison ID 73934				Edison Vendor ID 1562	
Grantee Legal Entity Name City of Kingsport				Edison Vendor ID 1562	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		CFDA # 20.526			
		Grantee's fiscal year end June 30			
Service Caption (one line only) FFY 2015-2016– 5339 Bus and Bus Facilities Program – Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$11,392.00				\$11,392.00
TOTAL:	\$11,392.00				\$11,392.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Applications are based on formula, census population, county count, vehicle count, and other probable demographic factors.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – GG</i>	
				Z-23-BP00-05	
Speed Chart (optional)		Account Code (optional) 71302000			

Address # 17

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

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

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

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

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2023 ("Effective Date") and ending on December 31, 2025, ("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 Eleven Thousand, Three Hundred Ninety-two Dollars and No Cents (\$11,392.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items

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

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

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

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

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

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

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

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

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

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

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Brenden Henderson, Program Monitor 2
 Tennessee Department of Transportation
 Multimodal Transportation Resources Division
 James K. Polk Building, Suite 1200
 505 Deaderick Street
 Nashville, Tennessee 37243
 Brenden.henderson@tn.gov
 Telephone # (615) 253-4942
 FAX # (615) 253-1482

The Grantee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- 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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55,

Chapters 1-6.

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

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

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

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

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

then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee

shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

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

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

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

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

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities (“Capital Asset”) acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee’s application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.

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

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

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):
- For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State’s share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.
- E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

TDOT PROJECT NO.: 825339-S3-006
FTA PROJECT NO.: TN2016-029-02
DGA NO.: DG23-73934-01

IN WITNESS WHEREOF,
CITY OF KINGSPORT:

PATRICK SHULL, MAYOR

DATE

BART ROWLETT, CITY ATTORNEY

DATE

ANGELA MARSHALL, CITY RECORDER

DATE

DEPARTMENT OF TRANSPORTATION

HOWARD H. ELEY, COMMISSIONER

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

TDOT PROJECT NO.: 825339-S3-006
 FTA PROJECT NO.: TN2016-029-02
 DGA NO.: DG23-73934-01

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT	\$11,392.00	\$129,109.00	\$11,392.00	\$11,392.00	\$151,893.00
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$11,392.00	\$129,109.00	\$11,392.00	\$11,392.00	\$151,893.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 825339-S3-006
 FTA PROJECT NO.: TN2016-029-02
 DGA NO.: DG23-73934-01

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S1 (A1) Capital Assistance ADA - TDOT	\$11,392.00	\$129,109.00	\$11,392.00	\$11,392.00	\$151,893.00
TOTAL	\$11,392.00	\$129,109.00	\$11,392.00	\$11,392.00	\$151,893.00

ATTACHMENT TWO

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"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.

Grantee's Edison Vendor ID number: 1562

Is City of Kingsport a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Kingsport 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 Sign the Pepsi Addendum for the City of Kingsport, Kingsport Aquatic Center

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

Action Form No.: AF-180-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Wendy Terrazas
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution

Executive Summary:
If approved the Kingsport Aquatic Center’s (KAC) agreement with Pepsi will be extended until May 31, 2026 or until the KAC has sold \$630,000 worth of packaged product.

The City entered into the original agreement with Pepsi for exclusive pouring rights in June of 2023 for a period of 10 years. In return Pepsi provided \$20,000 of initial support funds, \$2,500 of marketing support annually, support funds of \$2,000 annually, a rebate of \$2 per case of beverage, and free loan of equipment.

As of the end of 2022 the KAC has sold \$396,000 worth of packaged products. Support funds will not be provided past the tenth year of the agreement. If an amended agreement is not approved the City will be required to reimburse Pepsi for some support funds.

KAC staff is actively working with Pepsi to increase sales by adding vending options, signage, and a quick service line.

Attachments:
1. Resolution
2. Addendum

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

RESOLUTION NO. _____

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

WHEREAS, on April 2, 2013, the board approved Resolution No.: 2013-152 authorizing the mayor to sign an agreement with Pepsi Beverages Company or Bottling Group, LLC, sometimes referred to as PepsiCo, for pouring rights at the Kingsport Aquatic Center (KAC); and

WHEREAS, the Agreement was signed on July 24, 2013, with an initial term of ten years and required that KAC purchase \$630,000.00 worth of product during that period or buy out the remainder of the contract price if that amount has not been acquired by the end of the initial term; and

WHEREAS, as of May 31, 2023, city has not yet achieved the threshold for goods purchased and therefore PepsiCo has agreed to extend the term of the agreement for an additional three years to enable city to fulfill its purchasing obligations.

Now therefore,

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

SECTION I. That an amendment to the agreement with Pepsi Beverages Company or Bottling Group, LLC, sometimes referred to as PepsiCo, 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 for a change in term with Pepsi Beverages Company or Bottling Group, LLC, sometimes referred to as PepsiCo, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment being generally as follows:

ADDENDUM TO FOODSERVICE BEVERAGE SALES AGREEMENT

Effective Date: _____, 2023.

I. **The Parties.** This Addendum hereby becomes part of the Foodservice Beverage Sales Agreement between PepsiCo Beverage Sales, LLC, formally known as Pepsi Beverages Company, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, a Delaware limited liability company with its principal officers located at 700 Anderson Hill Road, Purchase, NY 10577 ("Pepsi") and the City of Kingsport, Tennessee, a municipal corporation of the state of Tennessee, with its principal place of business at 415 Broad Street Kingsport, Tennessee 37660 for its Kingsport Aquatic Center (the "Customer") authorized on July 24, 2013, ("Agreement") for the purchase of products from Pepsi.

II. **Amendment(s).** Customer and Pepsi agree that the Agreement shall be amended as follows:

1. **Term**

The term of this Agreement shall continue until the Customer has purchased at least Six Hundred Thirty Thousand Dollars (\$630,000) worth of Packaged Products ("Contract Value") or May 31, 2026, whichever is earlier. In the event Customer's cumulative purchases as of May 31, 2026, have not reached the Contract Value,

then the Parties shall extend the term of this Agreement by written agreement of the Parties.

All other terms and conditions of the Agreement shall remain the same. This Addendum shall go into effect on the date of the undersigned parties.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AWARDDING 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

WHEREAS, bids were opened June 6, 2023, for the purchase of rock salt for use by the Public Works Department on an as needed basis in conjunction with the City of Knoxville, Tennessee and fourteen other East Tennessee governmental agencies; and

WHEREAS, upon review of the bids, the board finds Compass Minerals America, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city and the City of Kingsport desires to purchase rock sale from Compass Minerals America, Inc. at a cost of \$141.58 per ton and an estimated annual cost of \$566,320.00 for 4,000 tons; and

WHEREAS, the specifications for the bid state that the city may purchase up to 2,000 tons of additional rock salt if needed at the same cost per ton; and

WHEREAS, should such a need arise, city has identified as a secondary source for the acquisition of rock salt Tennessee State Contract No.: 507; and

WHEREAS, funding is identified in account number 12140244613038.

Now therefore,

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

SECTION I. That the bid for the purchase of rock sale for use by Public Works Department is awarded to Compass Minerals America, Inc. at a cost of \$141.58 per ton at an estimated annual cost of \$566,320.00 for 4,000 tons with the option to purchase up to an additional 2000 tons at the same price per ton and the city manager is authorized to execute purchase orders for the same on an as needed basis.

SECTION II. That the city manager is authorized to execute purchase orders as needed to acquire additional rock salt pursuant to State Contract No.: 507.

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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM

June 6, 2023

TO: Brent Morelock, Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Rock Salt Bid Award

Greg Willis and I have reviewed the recent bids for Rock Salt.

Our recommendation for the Rock Salt bid would be to award to Compass Minerals America, Incorporated as the primary vendor. They were low bidder. We would like to have the option to purchase salt from TN State Contract # 507 in the event an additional source is needed. This would be a safeguard for the City having a purchasing option with them in case of an emergency situation such as a bad winter where salt supply or delivery becomes an issue.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Awarding GRC Construction the Bid for Bays Mountain Park Nature Center Phase 1

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

Action Form No.: AF-189-2023
 Work Session: June 19, 2023
 First Reading: N/A
 Final Adoption: June 20, 2023
 Staff Work By: Committee
 Presentation By: Michael T. Borders

Recommendation:
 Approve the Resolution.

Executive Summary:
 If approved the City will award GRC Construction the Bid for Bays Mountain Park Nature Center Phase 1.

Bids were opened on June 7th with GRC Construction being the sole bidder in the amount of \$650,000 with 150 calendar days. We anticipate construction to start between August/September with construction being completed late Q4 of 2023 or early Q1 of 2024.

This represents the first major renovation to the Nature Center since it was opened on May 24, 1971. The first phase of the renovation includes the first level of the nature center painting, lighting, flooring, reimagined planetarium entryway, increasing giftshop floor area by moving walls, doors, etc.. The focus of the renovation is to provide a premier guest experience.

Furniture, Fixtures, and Equipment will be provided through a separate contract. Originally, reroofing and a reimagining of the Nature Center’s entry way was part of phase 1’s scope. Due to the sensitivity of the planetarium equipment and the overall complexity of the Nature Center’s roof this will be designed and bid at a later date as a phase 1b.

This project is possible due to a generous \$1,000,000 donation that was passed through the Bays Mountain Park Association. City staff, the Bays Mountain Commission, and Bays Mountain Park Association are extraordinarily grateful for the generous gift that allowed this project to become a reality.

Including engineering and contingency the total cost of this project is \$709,650. Funding is available in GP2215. Engineering Fees will be paid by non-donor dollars.

- Attachments:**
 1. Resolution
 2. Bid Tab
 3. Bid Recommendation Letter

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

RESOLUTION NO. _____

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

WHEREAS, bids were opened June 7, 2023, for the Bays Mountain Park Nature Center Phase 1 construction project and Goins Rash Cain, Inc. d/b/a GRC Construction (GRC) was the sole bidder for the project; and

WHEREAS, the board finds GRC, as the only bidder, is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the Bays Mountain Park Nature Center Phase 1 construction project at an estimated construction cost of \$650,000.00; and

WHEREAS, funding is identified in project no.: GP2215 with engineering fees being paid by non-donor dollars.

Now therefore,

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

SECTION I. That the bid for the Bays Mountain Park Nature Center Phase 1 construction project at an estimated cost of \$650,000.00 is awarded to Goins Rash Cain, Inc. d/b/a GRC Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
June 7, 2023
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Olivia Nickens, Procurement Specialist;
David Harris, Engineering; Clinton Roberts, Cain Rash West; Katie Hill, Cain Rash West

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

The Procurement Manager opened with the following bids:

Interior Renovation (Phase 1) for Bays Mountain Nature Center – Kingsport, TN		
Vendor:	Total Cost:	Calendar Days:
GRC Construction, Inc.	\$650,000.00	150

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

June 8, 2023

Mr. Michael Borders
Assistant City Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660

Project: Interior Renovation (Phase 1) for Bays Mountain Nature Center

Re: Recommendation for Award of Construction Contract

Dear Mr. Borders,


The project sealed bids were received and read aloud by the Procurement Manager on June 7, 2023, in the Kingsport City Hall, 4th floor, Conference Room 436 for the above referenced project. Quesenberry's Construction, Comsa Construction, and Preston Construction reviewed the project and declined to bid. A total of one (1) bid was submitted in the amount of \$650,000.00 by GRC Construction, Inc.

We have reviewed the bid and have discovered no errors with the apparent low bid. The bid appears to be a responsive bid. Following the bid opening we have also reviewed the bid GRC Construction.

It is our opinion that GRC Construction fully understands the scope and are qualified to complete the project. They have successfully completed projects of a similar nature. Assuming all other legal and bonding requirements are met, we recommend this project be awarded to GRC Construction for base bid for the amount of \$650,000.00

Thank you for the opportunity to be of service to the City of Kingsport. We look forward to the successful completion of this project with you.

Sincerely,



Catherine Hill, AIA, NCARB...On Behalf Of
Dineen B. West, AIA
President
Cain Rash West Architects



AGENDA ACTION FORM

Consideration of a Resolution Renaming the Bays Mountain Park Nature Center to “The Good Steward Nature Center”

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

Action Form No.: AF-191-2023
 Work Session: June 19, 2023
 First Reading: N/A
 Final Adoption: June 20, 2023
 Staff Work By: Committee
 Presentation By: Michael T. Borders

Recommendation:
 Approve the Resolution.

Executive Summary:
 If approved, city wishes to rename the Bays Mountain Park Nature Center from “Nature Interpretive Center and Planetarium” to “The Good Steward Nature Center” on ribbon cutting day for the grand reopening of the Nature Center.

During the 50th anniversary, the James and Laura Rogers Foundation provided the Bays Mountain Park Association with \$1,000,000 designated for the purpose of making improvements to the Nature Center. The James and Laura Rogers Foundation is a non-profit organization that supports projects in Northeast TN and Southwest VA. The foundation is passionate about educating youth.

This generous gift will allow the city to complete the first phase of the Nature Center renovations as well as the roof and entrance renovations which will be done as phase 1B.

City staff are requesting that the Board of Mayor Alderman formally name the Nature Center using the procedures as outlined in the City of Kingsport, Tennessee Public Building, Infrastructure, & Facility Naming Policy with the Qualifying Name falling under Section III Subsection e, “Names of individuals or organizations that have made a substantial contribution in service or substantial financial contribution for acquisition/development/construction”.

City staff is requesting this action be considered outside of the naming schedule as outlined so that the approval of naming rights corresponds with the acceptance of the Nature Center phase 1 bid.

City staff, the Bays Mountain Commission, and Bays Mountain Park Association are extraordinarily grateful for the generous gift that allowed this project to become a reality.

Attachments:
 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION TO RENAME THE BAYS MOUNTAIN PARK
NATURE INTERPRETIVE CENTER AND PLANETARIUM TO THE
GOOD STEWARD NATURE CENTER

WHEREAS, since the formation of Bays Mountain Park, the Nature Center has been known as the “Nature Interpretive Center and Planetarium”; and

WHEREAS, during the 50th anniversary celebration of Bays Mountain Park the Jim and Laura Rogers foundation contributed \$1,000,000 to the Bays Mountain Park Association to be used towards improvements to the nature center; and

WHEREAS, pursuant to the Policy for the Naming of Public Buildings, Infrastructure, Prominent Public Spaces, and Facilities adopted pursuant to Resolution No.: 2023-219, the board may consider naming a public building based upon a substantial contribution in service or substantial financial contribution for acquisition/development/construction; and

WHEREAS, based on the policy it is deemed appropriate to rename the nature center The Good Steward Nature Center in honor and recognition of the substantial financial contribution towards improvements to the building; and

WHEREAS, it is further deemed advisable and in the best interest of city for the board to exercise its discretion in considering the naming of the nature center outside of the period for consideration set forth in the policy.

Now therefore,

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

SECTION I. That based upon the findings set forth above which are incorporated herein by reference the Nature Interpretive Center and Planetarium shall be renamed the Good Steward Nature Center.

SECTION II. That the city manager is hereby authorized and directed to acquire and install signage which is worthy and appropriate to exhibit the name change.

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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Accepting a Donation from General Shale for Materials for an Outdoor Kitchen & Bar at MeadowView

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

Action Form No.: AF-193-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: J. Bell/R. Jackson
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will accept a donation of materials in the amount of \$8,065.27 from General Shale for the purpose of constructing an outdoor kitchen & bar in the courtyard at MeadowView .

MeadowView and city staff have been in the process of reviewing potential investments which will drive revenue and increase our capacity to offer events. The kitchen was identified as investment that can be made for approximately \$66,890 through furniture, fixtures, and equipment (FF&E) funds. MeadowView’s engineering department will oversee the project and complete the majority of the work in-house.

The kitchen will allow us to drive revenue through banquets by offering bar and food services to the courtyard that previously did not exist and serve as a focal point for our special events such as beer flight and chicken wing night, wine and dinner pairing, and future events.

The outdoor kitchen & bar will be staffed by redeploying existing staff and will not increase fixed labor costs. We anticipate the increase in operating and maintenance costs to be de minimis and anticipate recovering the costs of the initial investment within one year.

The concrete slab for the kitchen has been poured and staff are currently in the process of sourcing materials. The kitchen is expected to be completed by 7/04/2023 pending start/approval date.

General Shale is not requesting naming or other rights related to the donation.

Attachments:

- 1. Resolution
- 2. Quote
- 3. Renderings

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

Item X114.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF MATERIALS FOR AN OUTDOOR KITCHEN AND BAR AT MEADOWVIEW CONVENTION CENTER AND CATTAILS GOLF COURSE FROM GENERAL SHALE

WHEREAS, city wants to create an outdoor kitchen and bar in the courtyard at MeadowView Convention Center and Cattails Golf Course; and

WHEREAS, General Shale has agreed to donate the materials, the cost of which totals \$8,065.27, towards the creation of same; and

WHEREAS, General Shale is not requesting any naming rights related to this donation.

Now therefore,

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

SECTION I. That the donation of materials to the city from General Shale in the amount of \$8,065.27, is accepted.

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



General Shale

Sold To: US6058
 Meadowview Convention Center outdoo
 PO Box 490
 PINEY FLATS TN 37686

Ship-To:
 Meadowview Convention Center outdoo
 909 MOUNTAIN VIEW DRIVE
 PINEY FLATS TN 37686
 USA

Quotation	
Order / Date:	334420871 06/12/2023
Customer PO:	Quote
Period of Validity:	06/12/2023 Valid Until 09/10/2023
Mode of Shipment:	Customer Pickup
Ship From:	GESH Tri-City Block Piney Flats TN
Sales Rep:	199 House Account

Directions:

Material	Material Description	Quantity	Price	Unit	Currency	USD Value
[010]	6058025622 4X8X16 NORM PTHWY LDSCP STN WR	17120.000		LB		
	535 EA	3.79 USD /	1 EA			2,027.65
[020]	6099024971 NAPOLEON SS DOOR KIT N370-502	51.000		LB		
	3 EA	330.25 USD /	1 EA			990.75
[030]	6099025200 NAPOLEON DLX SS TRIPLE DRWRS N370-0360	126.000		LB		
	2 EA	689.52 USD /	1 EA			1,379.04
[040]	6057061737 GC22 SAVANNAH BLDG STONE	3525.900		LB		
	219 EA	11.50 USD /	1 SFT			1,103.10
Approx. SQ FT : 95.922						
[050]	6057061746 GC47 SAVANNAH BLDG STONE	4788.000		LB		
	126 EA	11.50 USD /	1 SFT			1,267.88
Approx. SQ FT : 110.250						
[060]	6057032220 GC75 SAVANNAH BLDG STONE	2292.000		LB		
	40 EA	11.50 USD /	1 SFT			613.98
Approx. SQ FT : 53.389						

Item XI14.



Material	Material Description Batch Number and Description	Price	Unit	Currency	USD	Value
				Subtotal		7,382.40
				TAX		682.87
				TOTAL		8,065.27
TOTAL WEIGHT		12,683.14	KG			
		27,902.90	LB			
TOTAL Order Unit		0.000				
Approx. SQ FT: 259.56						

"All of the contents of this proposal are considered to be General Shale's private data is confidential and is provided for the exclusive use of your organization. This proposal is for informational purposes only and does not constitute a contract. This quote is valid for 90 days and is subject to change at that time. Approval of the proposal by your organization shall constitute an offer to purchase. Acceptance of the offer shall be at the sole discretion of General Shale Brick."

Item X114.



Item XI14.

OVERVIEW

- Our Outdoor Kitchen & Bar space is an area that creates an additional outlet for transient and group guests by offering an open-air option. One of the greatest features is the ambience of the courtyard and view of the Cattails golf course while offering the crafted dishes from the culinary team paired with wine, whiskey, or beer selections. This space can be used for walk up traffic or planned events such as food and beverage pairings or featured menu items.



PRODUCTS AND SERVICES



- The Meadowview Outdoor Kitchen & Bar will offer the same variety of delicious food options that are being offered within our lounge, but with the environment, ambience, and ease of the outdoor courtyard over-looking the golf course, and beautiful Appalachian Mountains. We will also offer a variety adult beverages to be enjoyed individually or paired with one of our many menu offerings.

Item X114.



EVENT SCHEDULE



2023 Proposed Event Dates (April – October)

- June 1st 4 course Wine and Dinner Pairing
- June 8th Beer Flight and Chicken Wing Night
- June 17th 5 course Tennessee Whiskey Pairing
- June 29th 4 course Wine and Dinner Pairing
- July 13th 4 course Wine and Dinner Pairing
- August 10th 4 course Wine and Dinner Pairing
- August 17th Beer Flight and Chicken Wing Night
- August 19th 5 course Tennessee Whiskey Pairing
- August 22nd 5 course Tennessee Whiskey Pairing
- August 31st 4 course Wine and Dinner
- September 2nd 5 course Tennessee Whiskey Pairing
- September 17th 4 course Wine and Dinner Pairing
- September 28th Beer Flight and Chicken Wing Night

With these events, potential sales revenue estimated at \$22,000





AGENDA ACTION FORM

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”

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

Action Form No.: AF-192-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Capital Campaign Com.
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will enter into an agreement with Knoxville TVA Employee Credit Union (KTVAECU) for sponsorship naming rights for the Kid’s Cave feature in the lower level of the Bays Mountain Park Nature Center.

KTVAECU has been a supporter of Bays Mountain Park sponsoring various events through the Bays Mountain Park Association such as the campfire tales and movies at the park. The Capital Campaign Committee has worked with KTVAECU on a sponsorship for an all-new kids cave that will be part of the Bays Mountain Park Nature Center Phase 2 renovation.

Bays Mountain’s talented exhibit staff led by Allen Davis has reimagined the lower level of the Nature Center with the goal of offering an ADA accessible kid’s cave along with improving exhibit flow and transition into the existing watershed.

The naming rights will be established for 12 years from the effective date of the agreement. At the end of the initial term KTVAECU shall have first right of refusal to enter into a subsequent sponsorship agreement. KTVAECU will provide \$100,000 over 5 payments tied to specific project deliverables.

Staff anticipate construction documents to be completed in late 2023/early 2024. Specific bid time will be dependent upon available funding.

City staff, the Capital Campaign Committee, the Bays Mountain Park Commission, and the Bays Mountain Park Association are thankful to KTVAECU for their generous gift and continued support of our Bays Mountain Park.

Attachments:
1. Resolution
2. Renderings

Item X115.

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

RESOLUTION NO. _____

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

WHEREAS, Knoxville Tennessee Valley Authority Employee Credit Union (KTVAECU) has been a sponsor of various events through the Bays Mountain Park Association and now desires a sponsorship of the all-new Kid's Cave feature at the Bays Mountain Park Nature Center by providing \$100,000.00 over a term of twelve years ending in July, 2035; and

WHEREAS, the sponsorship allows signage for the KTVAECU Kid's Cave and to promote its sponsorship in KTVAECU promotional material and on Bays Mountain Park's website.

WHEREAS, pursuant to the Policy for the Naming of Public Buildings, Infrastructure, Prominent Public Spaces, and Facilities adopted by Resolution No.: 2023-219, the board may consider sponsorship of buildings and facilities to include naming the building or facility after the sponsor; and

WHEREAS, upon consideration of those factors specified in Section VI of the naming policy the board deems it advisable to name the Kid's Cave feature the Knoxville TVA Employee Credit Union Kid's Cave; and

WHEREAS, it is further deemed advisable and in the best interest of city for the board to exercise its discretion in considering the naming of the nature center outside of the period for consideration set forth in Section IV.) 2.) of the policy.

Now therefore,

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

SECTION I. That based upon the findings set forth above which are incorporated herein by reference, the board hereby approves the naming of the kid's cave feature the Knoxville TVA Employee Credit Union Kid's Cave.

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 sponsorship agreement with Knoxville Tennessee Valley Authority Employee Credit Union, and all documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

BAYS MOUNTAIN KID'S CAVE SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is entered into this 15th day of May, 2023, by and between, a Tennessee not-for-profit corporation, with offices located at (Knoxville TVA Employee's Credit Union), P. O. Box 36027, Knoxville, Tennessee, 37930 ("KTVAECU"), and the

City of Kingsport, Tennessee ("City"), a municipal corporation, with offices located at 415 Broad Street, Kingsport, Tennessee, 37660.

RECITALS

A. is a not-for-profit financial services cooperative dedicated to providing products and services that add superior value in the communities it serves.

B. City is a municipal corporation organized and operating under the laws of the State of Tennessee.

C. Bays Mountain Park located in beautiful Kingsport, Tennessee, is a 3,750-acre nature preserve and the largest city owned park in the state of Tennessee. The Park features a picturesque 44-acre lake, a Nature Center with a state-of-the-art Planetarium Theater, and Animal Habitats featuring wolves, bobcats, raptors and reptiles.

D. Knoxville TVA Employee's Credit Union (**KTVAECU**) supports the communities it serves and desires to sponsor the Bays Mountain Kid's Cave feature to continue and strengthen its community support for the benefit of its members and residents, as well as prospective residents, of the greater Kingsport area.

In consideration of the parties' desire to work together for the benefit of Kingsport and the surrounding communities and the mutual covenants and agreements of the parties as contained herein, the parties agree as follows:

1. Term; Renewal. The term of this Agreement shall be effective as of **XXX, 2023** and shall continue for a term of twelve (12) years from date of the effective date of the agreement, unless terminated earlier as provided in Paragraph 5 below. At termination of this Agreement, KTVAECU shall have the first right of refusal to enter into a subsequent Kid's Cave Sponsorship Agreement for an additional ten (10) years. Should KTVAECU exercise this right, KTVAECU and City shall negotiate in good faith an Agreement to renew 's sponsorship on such terms and conditions as the parties may agree. If KTVAECU rejects the terms offered by City to renew its sponsorship of the Bays Mountain Kid's Cave, City may offer the sponsorship to a different financial institution or other entity but not on terms more favorable than offered to KTVAECU without providing a five (5) business day right of first refusal with respect to any such more favorable terms.

2. Sponsorship Payments. Shall consist of five (5 payments) tied to specific deliverables as outlined below.

a. Payment 1. Upon execution of Sponsor Agreement, city will invoice KTVAECU for \$5,000. Invoice to include copy of W-9.

b. Payment 2. City will invoice KTVAECU for \$20,0000, upon Bays Mountain Park Commission acceptance of design drawings, expected to be completed in 2023/early 2024.

c. Payment 3. City will invoice KTVAECU for \$25,0000 upon execution of construction contact, but no earlier than January 1, 2024.

d. Payment 4. City will invoice KTVAECU for \$25,0000 upon execution of ribbon cutting ceremony, but no earlier than January 1, 2025.

e. Payment 5. City will invoice KTVAECU for \$25,000, one year from date of ribbon cutting, but no earlier than January 1, 2026.

3. Duties of City. In consideration of 's sponsorship, City agrees to the following:

a. The City will continue to designate Bays Mountain's Kid's Cave feature as the "Knoxville TVA Employee Credit Union Kid's Cave." The City will allow access and permission to place signage for the Kid's Cave in one or more locations at or near the Kid's Cave entrance with approval of the Park Manager. The City also agrees that it may promote its sponsorship of the Kid's Cave in its own promotional materials and on the website.

4. Exclusive Sponsorship. During the term of Knoxville TVA Employee's Credit Union's sponsorship of the Kid's Cave, and during any subsequent renewal term, the City covenants and agrees that it will not enter into any other sponsorship agreement for the Kids Cave with any entity or any individual but may have sponsorship for certain pieces or features of the Kid's Cave.

5. Termination. This Agreement shall terminate at the end of the initial twelve (12) year term or, if renewed, at the end of the renewal term, except that:

a. City may terminate this Agreement upon serving written notice to KTVAECU if fails to make any payment due under this Agreement within thirty (30) days of the date payment is scheduled to be made.

b. KTVAECU may terminate this Agreement upon serving written notice to City if:

i. A default or breach of this Agreement by City occurs, and the parties are unable to resolve the default or breach within thirty (30) days following good faith discussions and negotiations as provided in Paragraph 8 below; or

ii. Bays Mountain or Kid's Cave feature is closed, materially altered, sold, or transferred to another entity, or otherwise changed such that reasonably determines it is no longer in 's best interests to continue the sponsorship.

c. Either party without cause and/or for its convenience may terminate this Agreement at any time upon written notice to the other party given at least ninety (90) days prior to the termination date, which termination shall not be a breach of this Agreement. If the City terminates this Agreement for its convenience, KTVAECU shall be entitled to refund of a pro rata share of the payment made by for that year, determined by dividing the amount paid for that year by 365 and then multiplying that amount by the number of days remaining from the date of such termination to the next August 31. All identification of KTVAECU shall be removed from Bays Mountain Park.

6. Certain Covenants. agrees and acknowledges that during the term of this Agreement it shall not take any action and shall not grant any rights to any other party to use Bays Mountain Park in any manner that would adversely affect the federal tax status of the City's bonds; and it shall conduct its onsite activities solely in furtherance of the City's tax-exempt purposes of owning and operating Bays Mountain Park for the general public and to support the City's exempt activities at Bays Mountain Park.

7. No Payment for City's Bonds. The Parties shall not apply any monetary amounts derived from this Agreement to pay debt service on the City's bonds.

8. Nature of the Agreement. It is mutually agreed that this Agreement is for special, unique, and extraordinary services that provide benefits to the community at large. In the event of any breach or perceived breach of the Agreement or in the event of any other issue that may affect the parties' ability to work together or their goodwill toward one another, the parties agree that they will meet and discuss in good faith their concerns and work together toward a mutual resolution of such concerns. The parties agree that neither will terminate the Agreement nor proceed with any legal action to enforce any term of the Agreement until or unless either party makes a good faith determination that further attempts at informal and negotiated resolution under this Section have failed or are futile.

9. Insurance. shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Worker's Compensation Insurance and Employer's Liability Insurance; (2) Commercial Automobile Liability Insurance with limits of at least \$1,000,000.00; and (3) Commercial General Liability Insurance with limits of at least \$1,000,000.00. Certificates shall be issued upon a party's request identifying details and limits of coverage.

10. Severability. In the event this Agreement, or any provision contained herein, is found to be illegal or unenforceable under the law as it is now or hereinafter in effect, either party may elect to have the parties excused from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable under the laws or regulations without affecting the validity of the remaining provisions of the Agreement.

11. Relationship of the Parties. All operations by each party under the terms of this Agreement shall be carried on by it as an independent contractor and not as an agent for the other. This Agreement does not create a partnership or joint venture and neither party is authorized to act as an agent or bind the other party except as expressly stated in this Agreement. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties except as expressly stated in Section 3 of the Agreement. City is free to enter into other sponsorship agreements to promote or support Bays Mountain Park except as prohibited by this Agreement.

12. Entire Agreement. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings, and discussions between the parties relating to the subject matter of this Agreement.

13. Modification or Waiver. This Agreement may be modified or amended by the parties. Any modification or amendment of this Agreement must be authorized in writing, which may include modifications authorized by electronic mail. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

14. Notices. All notices to be given hereunder shall be transmitted in writing by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or confirmation of receipt.

If to City:

City of Kingsport
Attn: City Manager
415 Broad Street
Kingsport, TN 37660

If to :

With a copy to:
City Attorney
Kingsport, TN 37660

With a copy to:

IN WITNESS WHEREOF, the parties have caused this Agreement to be extend by their
duly authorized 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 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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Lower Level Landing - Rendering



Item X115.

Lower Level – New Kids Cave



Item X115.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing Visit Kingsport to Make Improvements to Hunter Wright Stadium

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

Action Form No.: AF-194-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Michael T. Borders
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
Approval of this action form will authorize Visit Kingsport to make improvements in the form of artificial turf to Hunter Wright Stadium. Additionally, the City of Kingsport will provide funding, beginning in FY-25 through FY-29, to Visit Kingsport to pay half of the costs related to turfing Hunter Wright Stadium, up to \$695,972.20.

During the 2022 Axmen season Kingsport would have boasted the second highest attendance in the Appalachian League behind Johnson City if it had not been for rainouts. The field will be designed as to be able to accommodate soccer and lacrosse. The Leisure Services Maintenance Division currently spends 2,000 labor hours annually on field maintenance at HWS. Turfing the field is estimated to free up 70% of those labor hours for other tasks.

If approved the project is expected to start at the end of the current season and be completed prior to April of 2024. The life of the turf field is expected to be 7 to 10 years.

Attachments:
1. Resolution
2. Boyd Sports Letter

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE KINGSPORT 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

WHEREAS, the Kingsport Convention and Visitors Bureau (KCVB) leases Hunter Wright Stadium from city for the purpose of a wooden bat league baseball team and such other uses to which city may consent; and

WHEREAS, Boyd Sports, LLC is a sub-lessee of the facility which operates the wooden bat league team at Hunter Wright Stadium; and

WHEREAS, Boyd Sports, LLC desires to make improvements to the facility with the installation of artificial turf which KCVB is in agreement with and desires this improvement as the artificial turf would provide opportunities for additional events at the stadium; and

WHEREAS, pursuant to Section 9.) of the lease between city and KCVB, improvements to the premises may be made with the consent of the city and the presentation of a proposal which details the improvement; and

WHEREAS, KCVB has requested a financial contribution from the city for this improvement in an amount not to exceed \$695,972.20 which will benefit KCVB as well as promote the comfort and prosperity of the public; and

WHEREAS, pursuant to Tennessee Code Annotated 6-54-111, city is authorized to appropriate funds for the financial aid of any nonprofit charitable organization, such as KCVB, so long as the funds are used to promote the general welfare of the residents of the municipality; and

WHEREAS, a financial appropriation to the Greater Kingsport Area Chamber of Commerce, Inc. for its Kingsport Convention and Visitors Bureau to facilitate improvements to Hunter Wright Stadium will promote the general welfare of the residents of city.

Now therefore,

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

SECTION I. That the board incorporates herein by reference and adopts the findings set forth above.

SECTION II. That the board authorizes the improvement of Hunter Wright Stadium through the installation of artificial turf.

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 agreement with The Greater Kingsport Chamber of Commerce for its Kingsport Convention and Visitors Bureau for a financial contribution in a total amount not to exceed \$695,927.50 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 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 VII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Mr. Borders,

Please accept this letter as our official request to turf the grounds at Hunter Wright Stadium. We have selected baseline Inc. to handle the complete field installation. The project is quoted \$1,391,944.40. The city of Kingsport commitment will not exceed \$695,972.20 which is half of the maximum cost.

Boyd Sports proposes the follow and payment plan:
Boyd Sports will cover the entire cost of the project up front. Then we propose to enter into an agreement between the City of Kingsport & Boyd Sports to repay back half of the total cost of the project. All though these terms are not definite. We propose a five-year term starting in the FY25 (starts July 1st, 2024) fiscal cycle to start re-payment over five years. Again, total five-year commitment will not exceed \$695,972.20.

Thank you in advance for your consideration towards this project, and we look forward to working with Kingsport in the future.

Chris Allen

Boyd Sports- President/COO

800 Granby Rd
Kingsport, TN 37660
P- 423.224.2626 | F- 423.224.2625

Item X116.



AGENDA ACTION FORM

Consideration of the Resolution Authorizing the Acquisition of Licenses For Server Operating Systems

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

Action Form No.: AF-90-2023
 Work Session: June 19, 2023
 First Reading: N/A
 Final Adoption: June 20, 2023
 Staff Work By: Floyd Bailey
 Presentation By: Floyd Bailey

Recommendation:
 Approve the Resolution

Executive Summary:
 Currently the city utilizes Microsoft Windows Server 2016 Data Center Licenses as the operating system for city servers. The 2016 licenses have expired with limited support and no available updates. Therefore, it is necessary to upgrade to the current standard for Microsoft licensing.

As a matter of ongoing security efforts and software support and maintenance, it is recommended that the city purchase Microsoft Server 2022 Data Center Licenses from Bailey Computing Technology, Inc. (BCTI) through the National Cooperative Purchasing Alliance (NCPA) Contract No.: 01-96 for \$77,779.85. The Server and User CAL’s License Agreement for the Term of 10 years perpetual.

Funding is identified and available in NC2324.

- Attachments:**
 1. Resolution
 2. BCTI Quote 006539

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO 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

WHEREAS, city would like to acquire Microsoft Server 2022 Data Center Licenses; 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 Server 2022 Data Center Licenses are available pursuant to NCPA Contract No.: 01-96; and

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

WHEREAS, the subscription will be for a term of 10 years in the amount of \$77,779.85; and

WHEREAS, the funding is available in project no.: NC2324.

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 the purchase of Microsoft Server 2022 Data Center Licenses in the amount of \$77,779.85.

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 20th day of June, 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 Server & User CAL's License

Quote # 006539
Version 1




Prepared for:

City of Kingsport

Floyd Bailey
floydbailey@kingsporttn.gov

Item X117.

Software

Description	NCPA DNE	Price	Qty	Ext. Price
Windows Server 2022 Data Center - 16-Core Pack - 10 Year Subscription Perpetual 	\$6,032.88	\$5,856.37	5	\$29,281.85
Windows Server 2022 Data Center - 2-Core Pack - 10 Year Subscription Perpetual 	\$754.60	\$734.40	20	\$14,688.00
* For 5 Physical Hosts each with 24 processor cores				
Microsoft Windows Server 2022 User CAL - 10 Year Subscription Perpetual  Note: 907 users currently in AD with 687 that have logged in within the last 30 days.	\$45.08	\$45.08	750	\$33,810.00

Subtotal: **\$77,779.85**

Item XI17.

NCPA 01-96 Server & User CAL's License



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 #: 006539


Version: 1
Delivery Date: 02/27/2023
Expiration Date: 03/22/2023

Quote Summary

Description	Amount
Software	\$78,244.85
Total: \$78,244.85	

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: 02/27/2023

City of Kingsport

Signature: _____
Name: Floyd Bailey
Date: _____

Item XI17.



AGENDA ACTION FORM

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

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

Action Form No.: AF-181-2023
Work Session: June 19, 2023
First Reading: June 20, 2023
Final Adoption: June 20, 2023
Staff Work By: Candace Sherer
Presentation By: Candace Sherer

Recommendation:
Approve the Resolution.

Executive Summary:
This grant will utilize Section 5339 allocations from FFY2020- \$100,481, 2021- \$93,249, and 2022- \$88,555, apportionment to purchase 3 public transit vehicles. Total projected project cost to purchase 3 public transit vehicles is approximately \$332,100. Projected costs per agency: Federal- (85%) \$282,285 State- (7.5%) \$24,908 Local- (7.5%) \$24,908.

The local funding match was previously approved in the FY2023 budget. Funds are allocated for this project in the FY2024 budget,

- Attachments:**
1. Resolution
2. Allocation Letters

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPR TO APPLY FOR AND RECEIVE SECTION 5339 CAPITAL GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, Kingsport Area Transit Service (KATS) receives federal and state funding for capital activities from the Federal Transit Administration (FTA); and

WHEREAS, city is eligible to apply for the FTA Section 5339 funding grants in the total amount of \$332,100.00 to purchase three public transit vehicles; and

WHEREAS, \$24,908.00 local match is allotted in the City of Kingsport FY 23-24 budget.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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 Section 5339 Capital Grant funds in the amount of \$332,100.00 from the Federal Transit Administration, which includes \$24,908.00 local match to purchase three transit vehicles for Kingsport Area Transit Service.

SECTION II. 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 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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Item X118.

RODNEY B. ROWLETT, III, CITY ATTORNEY

Item X118.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

July 9, 2020

RE: FTA Section 5339 FFY2020 Program Allocation

Dear Direct Recipients:

TDOT has established its new formula to allocate the Federal Fiscal Year (FFY) 2020 5339 Small Urban apportionment. TDOT is issuing this allocation letter to enable Tennessee's small urban agencies to apply directly to the FTA for these 5339 funds.

TDOT Multimodal is pleased to announce the allocation of FTA Section 5339 program funds for FFY2020. Allocations are determined by formula. Formula factors include the UZA Population, Population Density, and Low Income Population, reported by the 2010 US Census and 2018 Five-year American Community Survey, as well as verified 2018 National Transit Database (NTD) data for Revenue Miles, Unlinked Passenger Trips, Ridership by Ridership per Revenue Miles and Local Investment.

The table below shows the funds allocated to each Direct Recipient:

FTA Section 5339 FFY2020 Allocation

Direct Recipient	FFY20 Allocation
Bristol Tennessee Transit	\$46,431
Clarksville Transit System	\$260,052
Cleveland Urban Area Transit System	\$93,944
Jackson Transit Authority	\$168,193
Johnson City Transit	\$220,354
Kingsport Area Transit Service	\$100,481
Morristown - ETHRA	\$53,430
Murfreesboro Rover Transit System	\$171,309
First Tennessee HRA	\$45,860
TOTAL	\$1,160,054

Item X118.

Direct Recipients may not suballocate 5339 funds to other agencies. TDOT offers state match on 5339 capital funds. Contracts will have a two year term at time of request, unless circumstances exist that require a period beyond two years, which will be reviewed on a case-by-case basis. Funds allocated are subject to redistribution if not obligated by the deadline.

Tennessee 5339 funds are in high demand and TDOT wants to ensure every \$1 is utilized for public transit service and that discarding any funds back to the FTA is minimized. Direct Recipients must receive approval from TDOT prior to deobligating funds in their active 5339 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from the agency's future 5339 allocations.

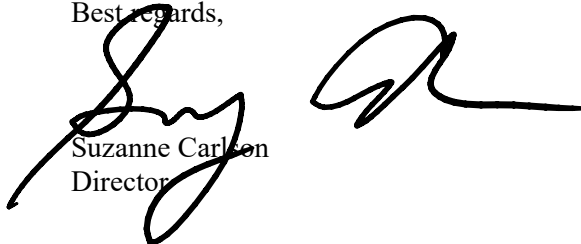
The table below indicates the period of availability for all 5339 funds:

Federal Fiscal Year	Deadline for Obligating Funds in FTA Grants
FFY18	September 30, 2020
FFY19	September 30, 2021
FFY20	September 30, 2022

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Kaitlyn McClanahan, Grants Administration Supervisor, at kaitlyn.mcclanahan@tn.gov or by phone at (615) 532-5835.

Best regards,



Suzanne Carlson
Director

cc:

- Preston Elliott, Deputy Commissioner
- Larry Sanborn, Multimodal Assistant Director
- Dr. Yvette Taylor, FTA Region IV Administrator
- Robert Buckley, FTA Region IV Director of Finance & Program Oversight
- Andres Ramirez, FTA Community Planner
- Jason Spain, TPTA Executive Director
- Mike Patterson, TPTA President



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402

JOSEPH GALBATO, III
INTERIM COMMISSIONER

BILL LEE
GOVERNOR

April 27, 2022

RE: FTA Section 5339 FFY2022 Program Allocation

Dear Direct Recipients:

TDOT has established a formula to allocate the Federal Fiscal Year (FFY) 2022 5339 Small Urban apportionment. TDOT is issuing this allocation letter to enable Tennessee's small urban agencies to apply directly to the FTA for these 5339 funds.

TDOT Multimodal is pleased to announce the allocation of FTA Section 5339 program funds for FFY2022. Allocations are determined by formula. Formula factors include the UZA Population, Population Density, and Low Income Population, reported by the 2010 US Census and 2020 Five-year American Community Survey, as well as verified 2020 National Transit Database (NTD) data for Revenue Miles, Unlinked Passenger Trips, Ridership by Ridership per Revenue Miles and Local Investment.

The table below shows the funds allocated to each Direct Recipient:

FTA Section 5339 FFY2022 Allocation

Direct Recipient	FFY22 Allocation
Bristol Tennessee Transit	\$44,321
Clarksville Transit System	\$251,212
Cleveland Urban Area Transit System	\$75,434
Jackson Transit Authority	\$149,470
Johnson City Transit	\$194,276
Kingsport Area Transit Service	\$88,555
Morristown - ETHRA	\$44,755
Murfreesboro Rover Transit System	\$147,118
First Tennessee HRA	\$33,583
TOTAL	\$1,028,724

Direct Recipients may not suballocate 5339 funds to other agencies. TDOT offers state match on 5339 capital funds. Contracts will have a two year term period at time of request, unless circumstances exist that require a period beyond two years, which will be reviewed on a case-by-case basis. Funds allocated are subject to redistribution if not obligated by the deadline.

TDOT will make the FFY2022 5339 funds available for obligation through March 31, 2025. Funds allocated are subject to redistribution if not obligated by the deadline.

Tennessee 5339 funds are in high demand across the state and TDOT wants to ensure every \$1 is utilized for public transit service and that discarding any funds back to the FTA is minimized. Direct Recipients must receive approval from TDOT prior to deobligating funds in their active 5339 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from the agency's future 5339 allocations.

The table below indicates the period of availability for all 5339 funds:

Federal Fiscal Year	Deadline for Obligating Funds in FTA Grants
FFY20	September 30, 2023
FFY21	September 30, 2024
FFY22	September 30, 2025

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Matthew Cushing, Transit Administration Supervisor, at matthew.cushing@tn.gov or by phone at (615) 741-2586.

Best regards,



Dan Pallme
Director

cc:

Preston Elliott, Deputy Commissioner
Larry Sanborn, Multimodal Assistant Director
Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Kaitlyn McClanahan, Transportation Manager
Jason Spain, TPTA Executive Director
Mike Patterson, TPTA President



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

May 20, 2021

RE: FTA Section 5339 FFY2021 Program Allocation

Dear Direct Recipients:

TDOT has established a formula to allocate the Federal Fiscal Year (FFY) 2021 5339 Small Urban apportionment. TDOT is issuing this allocation letter to enable Tennessee's small urban agencies to apply directly to the FTA for these 5339 funds.

TDOT Multimodal is pleased to announce the allocation of FTA Section 5339 program funds for FFY2021. Allocations are determined by formula. Formula factors include the UZA Population, Population Density, and Low Income Population, reported by the 2010 US Census and 2019 Five-year American Community Survey, as well as verified 2019 National Transit Database (NTD) data for Revenue Miles, Unlinked Passenger Trips, Ridership by Ridership per Revenue Miles and Local Investment.

The table below shows the funds allocated to each Direct Recipient:

FTA Section 5339 FFY2021 Allocation

Direct Recipient	FFY20 Allocation
Bristol Tennessee Transit	\$43,082
Clarksville Transit System	\$244,998
Cleveland Urban Area Transit System	\$85,893
Jackson Transit Authority	\$148,905
Johnson City Transit	\$208,003
Kingsport Area Transit Service	\$93,249
Morristown - ETHRA	\$47,214
Murfreesboro Rover Transit System	\$156,940
First Tennessee HRA	\$40,920
TOTAL	\$1,069,204

Direct Recipients may not suballocate 5339 funds to other agencies. TDOT offers state match on 5339 capital funds. Contracts will have a two year term period at time of request, unless circumstances exist that require a period beyond two years, which will be reviewed on a case-by-case basis. Funds allocated are subject to redistribution if not obligated by the deadline.

TDOT will make the FFY2021 5339 funds available for obligation through March 31, 2024. Funds allocated are subject to redistribution if not obligated by the deadline.

Tennessee 5339 funds are in high demand across the state and TDOT wants to ensure every \$1 is utilized for public transit service and that discarding any funds back to the FTA is minimized. Direct Recipients must receive approval from TDOT prior to deobligating funds in their active 5339 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from the agency's future 5339 allocations.

The table below indicates the period of availability for all 5339 funds:

Federal Fiscal Year	Deadline for Obligating Funds in FTA Grants
FFY19	September 30, 2022
FFY20	September 30, 2023
FFY21	September 30, 2024

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Matthew Cushing, Grants Administration Supervisor, at matthew.cushing@tn.gov or by phone at (615) 741-2586.

Best regards,

Daniel Pallme

Dan Pallme
Interim Director

cc:

Preston Elliott, Deputy Commissioner
Larry Sanborn, Multimodal Assistant Director
Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Kaitlyn McClanahan, Transportation Manager
Jason Spain, TPTA Executive Director
Mike Patterson, TPTA President

RESOLUTION NO. _____

A RESOLUTION AWARDING 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

WHEREAS, on April 2, 2023, the city published a request for proposals for employee physical wellness services as part of a wellness program for employees working under the authority of the city manager; and

WHEREAS, three proposals were received, and were reviewed by the Employee Physical Wellness Committee; and

WHEREAS, upon review of the proposals, the board finds CORA Physical Therapy is the lowest responsible compliant offeror whose proposal is most advantageous to the city taking into consideration price and specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract employee physical wellness at a cost of \$46 per employee visit which based on an estimated 150 visits per year equates to an estimated annualized cost of \$82,800 per year; and

WHEREAS, funding is identified in account number 615-1601-413.20-61.

Now therefore,

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

SECTION I. The employee physical wellness service is awarded to CORA Physical Therapy, LLC based on its proposal.

SECTION II. That a one-year agreement, with an annual renewal option with CORA Physical Therapy for the provision of employee physical wellness services as set forth in the request for proposals in an amount of \$46.00 per visit which is estimated to equate to \$82,800 per year is hereby authorized.

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 agreement with CORA Physical Therapy, for the provision of employee physical wellness services, 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 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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



June 15, 2023

Chris McCartt
City Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660
(423) 229-9400

Re: Letter of Agreement for Physical Wellness/Strengthening Program

I am pleased to present this Letter of Understanding to the City of Kingsport (“City of Kingsport”) and initiating a relationship between our entities. Champion Physical Therapy, LLC (“CORA”) would like to outline the services City of Kingsport may expect to receive in exchange for providing the services hereunder:

CORA Responsibilities:

- CORA shall provide a physical wellness and strengthening program for City of Kingsport employees, as requested by City of Kingsport.
- CORA shall provide these services during normal business hours at the CORA Physical Therapy Kingsport location (1825 N. Eastman Rd., Suite A Kingsport, TN 37664)
- CORA will require scheduled appointments for initial assessments as well as follow up appointments to be scheduled directly at the facility either in person or via phone (423) 390-8948
- CORA shall provide qualified Physical Therapists (PT), Physical Therapy Assistants (PTA), and or Athletic Trainers (ATC) educated in the field of rehabilitation and licensed by their respective licensing boards, who maintain an unlimited license to practice.
- CORA shall provide access to MedBridge (the mobile platform that maintains their exercise program and progression) to employees during the initial assessment.
- CORA shall bill City of Kingsport \$46/assessment and/or training session.
- CORA shall submit monthly invoices via email (michaelwessely@kingsporttn.gov) to the City of Kingsport Attn: Michael Wesley to include itemized documentation of the date of service, employee name, and employee job title.
- CORA shall not refuse to provide services to any employee on the grounds of race, color, sex, age, disability or national origin.
- CORA will maintain public liability and medical malpractice insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
- CORA shall indemnify and hold City of Kingsport harmless from claims or causes of action from clients or third parties resulting from acts or omissions of CORA in performing all services hereunder.
- CORA shall acknowledge and maintain its obligations to comply with the provisions of the Health Insurance Portability and Accountability Act (“HIPAA”).

City of Kingsport Responsibilities:

- City of Kingsport will reimburse CORA \$46/assessment and/or training session.
- City of Kingsport will pay CORA within 30 days of receipt of invoice from CORA

BINDING AGREEMENT

CORA and City of Kingsport agree that this Letter of Understanding is intended to create a binding obligation of the parties once signed by both parties.

If the foregoing accurately reflects your understanding, please date, sign and return the enclosed copy of this Letter of Understanding. In the event you do not accept this Letter of Understanding by July 15, 2023 the promise hereof will be null and void. We look forward to establishing this relationship with you.

CHAMPION PHYSICAL THERAPY, LLC

By: _____

Title: _____

CITY OF KINGSPORT

By: _____

Title: _____

Accepted this ____ day of _____, 2023

INFORMED CONSENT AGREEMENT

Thank you for choosing to use the facilities, services, or programs of the CORA Fitness Program (“CFP”). We request your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following consent agreement.

I, the undersigned, declare that I intend to use some or all of the activities, facilities, programs and services offered by CFP and understand that each person (myself included) has a different capacity for participating in such activities, facilities, programs and services. I am aware that all activities, services and programs offered are educational, recreational or self-directed in nature. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive.

I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in that activity, service and program. I acknowledge that my choice to participate in any activity, service and program of CFP brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that I possess and use.

I further understand that activities, programs and services offered by CFP are sometimes conducted by personnel who may not be licensed, certified, registered instructors or professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any medical or physical disease or condition by those who are not duly licensed, certified or registered and herein employed to provide such professional services.

I recognize that by participating in the activities, facilities, programs and services offered by CFP, I might experience potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps and nausea and that I assume those risks willfully. I acknowledge my obligation to immediately inform the nearest supervising employee of any pain, discomfort, fatigue or any other symptoms that I may suffer during and immediately after my participation. I also understand that I may stop or delay my participation in any activity or procedure if I so desire and that I may also be requested to stop and rest by a supervising employee who observes any symptoms of distress or abnormal response.

I understand that I may ask any questions, request further explanation or information about the activities, facilities, programs and services offered by CFP at any time before, during or after my participation.

I CERTIFY THAT I HAVE NO MEDICAL CONCERNS THAT WOULD AFFECT MY PARTICIPATION IN THE PROGRAM AND THAT MY PHYSICIAN IS AWARE OF AND CONSENTS TO MY PARTICIPATION.

I declare that I have read, understand and agree to the contents of this informed consent agreement in its entirety.

Signature: _____

Date: ____/____/____

Witness: _____



AGENDA ACTION FORM

Consideration of a Resolution to Award the Employee Wellness Center to Premise Health

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

Action Form No.: AF-177-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Mike Wessely
Presentation By: Tyra Copas

Recommendation:

Approve the Resolution.

Executive Summary:

To promote and maintain a healthy workforce, the City of Kingsport has provided an on-site wellness center for our employees since 2013. On March 31, 2023, Human Resources posted an RFP to secure a vendor to provide services for an on-site wellness center. A total of four proposals were received (Premise Health, One to One Health, Ballad Health, and Radish Health, Inc.). Upon review of the proposals Ballad Health was removed from consideration due to cost, Radish Health was removed due to not having managed an on-site wellness center, and One to One Health was removed due to the limited number of clinics currently in operation. Based on level of service, experience managing on-site clinics, and cost we recommend awarding the proposal to Premise Health.

Attachments:

- 1. Resolution
- 2. Master Service Agreement

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

RESOLUTION NO. _____

A RESOLUTION AWARDED 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

WHEREAS, request for proposals were opened on March 31, 2023, for a provider of employee health, wellness, and occupational medicine services; and

WHEREAS, a total of four proposals were received from Premise Health, One to One Health, Ballad Health, and Radish Health, Inc.; and

WHEREAS, upon review of the proposals, the board finds Premise Health Employer Solutions, LLC is the lowest responsible compliant offeror whose proposal is most advantageous to the city taking into consideration price, level of service, and experience for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for employee health, wellness, and occupational medicine services.

Now therefore,

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

SECTION I. That the employee health, wellness, and occupational medicine services is awarded to Premise Health Employer Solutions, LLC to act as provider and administrator based on its proposal.

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 Premise Health Employer Solutions, LLC as the provider and administrator of employee health, wellness, and occupational medicine services 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 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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

Item X120.

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the “Agreement”) is made as of the 1st day of July, 2023 (the “Effective Date”) between **City of Kingsport, TN**, a Tennessee municipality, for and on behalf of its health and welfare plan, to the extent applicable, having its principal place of business at 415 Broad Street, Kingsport, TN 37660 (“Client”), and **Premise Health Employer Solutions, LLC**, a Delaware limited liability company having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027, together with any applicable Affiliated P.C., as defined herein, which may be necessary to perform the services (collectively “Premise Health”). Client and Premise Health are each a “Party” and together the “Parties.”

RECITALS

WHEREAS, Premise Health establishes, operates, and manages employer-sponsored health centers, pharmacies, and employee health and wellness programs; and

WHEREAS, Client originally entered into an agreement with CareHere Management, PLLC effective July 27, 2018; and

WHEREAS, Premise Health acquired a 100% interest in CareHere, LLC, including its management agreement with CareHere Management, PLLC, on October 1, 2020; and

WHEREAS, the CareHere Management, PLLC agreement was assigned, in its entirety, to Premise Health effective January 1, 2023; and

WHEREAS, Client and Premise Health desire to terminate the agreement with CareHere effective July 1, 2023 and replace it with this Agreement; and

WHEREAS, Client desires to engage Premise Health to provide certain services, which will be more fully described in a Statement of Work (“SOW”) attached hereto; and

WHEREAS, Client desires to retain and engage Premise Health to establish and manage certain health centers (each a “Health Center”) and to provide or arrange for the provision of dedicated healthcare services at each Health Center, as the case may be, to serve the needs of Client employees and such other individuals as may be mutually agreed by the Parties (“Participants”); and

WHEREAS, Premise Health desires to provide such services to Client under the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

Page 1 of 29

Item X120.

ENGAGEMENT

1.1 Services, Statement of Work.

(a) Premise Health Obligations. Premise Health will:

(i) Perform a wide range of services (“Services”) during the term of this Agreement. Such Services will be specifically described in a SOW, attached hereto as Exhibit A and incorporated herein by this reference.

(ii) Furnish qualified employees and independent contractors (collectively “Premise Health Personnel”) and provide such supplies and equipment as may be reasonably necessary to provide the Services.

(iii) Arrange for and deliver healthcare services provided by one or more licensed physicians, nurse practitioners, physician assistants, licensed practical nurses, medical assistants, pharmacists, or other healthcare personnel (collectively “Health Care Personnel”) who shall examine and/or treat Participants at the Health Center or shall directly supervise the provision of Services by other Premise Health Personnel, as required by applicable medical practice acts, nurse practice acts, or other laws. References in this Agreement to the Premise Health Personnel include, as applicable, the Health Care Personnel.

(b) Client Obligations. Client will, at its expense, provide and maintain facilities and premises suitable for the Health Center and provide Premise Health with the exclusive use for such space, provide all utilities, including, without limitation, water, electricity, HVAC, and any other services, as determined by the Parties and as detailed in a SOW.

1.2 Budget and Invoicing.

(a) Budget. Detailed descriptions of the operating expenses relating to any SOW will be set forth in the budgets for that SOW for each year of the Term (the “Budgets”), attached hereto as Exhibit B, with each “Budget Year” being a consecutive 12 month period commencing on the Effective Date. The projected expenses identified in the Budgets are based upon estimated utilization of the Services. Each Budget will include all personnel costs, management fees (which equal an agreed upon percentage of personnel costs), and operating expenses. Operating expenses include, among other things, information systems costs, medical supplies, utilities, equipment, travel expenses, and outside services and will be billed in accordance with the Budget. If the Parties agree to extend the Term of this Agreement, then the Parties will agree upon a new Budget at least 30 days prior to the effective date of the renewal. In the event that the Parties have not agreed upon the revised Budget by the effective date of the renewal, then each category of expense on the Budget will increase by a maximum of 7%, which will constitute the Budget for the Budget Year then commencing.

(b) Expenses. Client agrees to pay the expenditures necessary for the operation and management of each Health Center as defined in the SOW (such expenditures referred to

collectively as the “Expenses”). Client agrees to pay any additional Expenses reasonably required by Premise Health to deliver the Services.

(c) **Invoicing.** Premise Health shall invoice Client for the Services described in the SOW or any subsequent SOW or approved Budget, as well as the Expenses set forth in the Budget. All Premise Health invoices (except those which are subject to good faith dispute for reasons set forth in writing within 15 business days of submission) shall be payable 30 days from the date of the invoice. If any amount is disputed by Client in good faith, Client shall timely notify Premise Health and the Parties shall negotiate in good faith to resolve the dispute.

(d) **Form of Payment.** Client will pay Premise Health invoices by electronic funds transfer. If Client utilizes a third party procurement or payables vendor to pay Premise Health invoices, Premise Health will assess a one percent (1%) administrative fee and pass through to Client any costs incurred for submitting invoices to or accepting payment from such vendor.

(e) **Late Fees.** Unpaid invoices shall accrue interest at the rate of 1.5% per month beginning 10 days following the due date of the invoice. In the event of non-payment, Premise Health shall be entitled to its reasonable attorneys’ fees and other costs of collection, including the costs and expenses of Premise Health staff and/or consultant services associated therewith. Upon termination of the Services for any reason, no later than the effective date of termination, Client shall pay Premise Health all unpaid amounts due under this Agreement, including amounts due for Services rendered up to and including the date of termination.

1.3 Independent Contractor. Premise Health shall act as and be deemed to be an independent contractor when providing and performing Services under this Agreement. Nothing contained in this Agreement creates a relationship of master/servant, employer/employee, agent, partnership, or joint venture between Client and Premise Health or between Client and any Premise Health Personnel.

Client does not control the specific manner of performance of Premise Health’s duties hereunder. In no event shall Client exercise control and/or management over the employment, discharge, compensation, and/or working conditions of any Premise Health Personnel. The scope of professional medical practice vests exclusively with the appropriate Premise Health Personnel.

1.4 Legal Compliance. Each Party shall comply with all applicable federal, state, and local laws, statutes, regulations, and ordinances.

1.5 Qualifications, Permits, and Licenses. Only professionally licensed and properly supervised Premise Health Personnel shall perform the Services described in this Agreement. Premise Health and/or its subcontractors shall obtain all necessary permits, licenses, and certifications required to perform the Services. Each Party will cooperate fully with the other Party in furnishing any necessary information required in connection with the preparation, distribution, and filing of any applications and notices that may be required by any federal, state, and local government or regulatory agencies relating to the operation of a Health Center.

Premise Health or its Affiliated P.C. (as defined below) shall supervise and oversee Premise Health Personnel who provide or contribute to the provision of Services. Premise Health shall make work assignments, correct deficient performance, and perform all other aspects of supervision and management of Premise Health Personnel.

1.6 Affiliated P.C. and Practice of Medicine. Premise Health may, in its sole discretion, delegate or assign its obligation to perform certain of the Services under this Agreement to a professional corporation, professional association, or similarly structured legal entity, duly qualified in the state where each Health Center is located with which Premise Health or one of its subsidiaries maintains a management services agreement (an “Affiliated PC”). The Affiliated P.C. shall be owned by a licensed physician or as otherwise permitted by law. References to Premise Health include, as applicable, the Affiliated P.C.

Neither Premise Health nor Client shall engage in the practice of medicine nor in any way direct or control the practice of medicine or health services required to be provided by a licensed medical practitioner. Any medical or health services to be provided under this Agreement shall be provided solely by and under the direction of Health Care Personnel.

ARTICLE II INSURANCE

2.1 Premise Health Insurance.

(a) Types of Coverage. Premise Health shall maintain the following insurance coverages during the term of the Agreement and any applicable statutes of limitation or repose:

(i) Statutory Workers’ Compensation and Employers’ Liability as required by applicable statute including (blanket) waiver of subrogation to Client, where allowed by law;

(ii) Comprehensive General Liability with coverage for bodily injury (including death) and property damage with a minimum of \$2,000,000 per occurrence and a \$6,000,000 aggregate naming Client as an additional insured;

(iii) Auto insurance with combined single limit of \$1,000,000 per occurrence; and

(iv) Professional Liability insurance, including broad form medical malpractice insurance, with combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate, naming Client as additional insured, and “tail”, as described in Section 2.1(d) below.

Client will reimburse Premise Health for the insurance coverages described above, as set forth in the Budget.

(b) Carrier; Evidence of Coverage. All Premise Health coverage required hereunder will be provided by carriers having a minimum A.M. Best Rating of no less than A-, with a Financial Strength Rating of no less than VIII, *provided, however*, that certain primary layer Premise Health coverage required hereunder will be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, its subsidiaries and affiliates. All insurance carriers used by Premise Health will be licensed and qualified to do business in the state in which the Health Center is located. Any excess (umbrella) coverage to the primary layer carrier will have a minimum A.M. Best Rating of no less than A-, with a Financial Strength Rating of no less than VIII. Evidence of coverage hereunder will be provided prior to the commencement of Services under this Agreement. Coverage hereunder shall not be subject to cancellation on less than 30 days' written notice

(c) Coverage of Contracted Personnel. Premise Health shall ensure that all contracted personnel engaged by Premise Health maintain insurance coverage of the type and in the amounts required to perform the Services.

(d) Coverage after Agreement Termination or Expiration. Following expiration or termination of this Agreement, Premise Health shall continue to provide claims made professional liability coverage to Client related to the Services provided by Premise Health during the Term (as defined hereinbelow). The cost for such coverage (commonly known as "tail coverage") shall be calculated based on the professional liability allocation charged for the Budget Year during which such termination or expiration occurs and shall be equal to an additional two year's cost of professional liability coverage. Client shall reimburse Premise Health for the tail coverage expense within 30 days following the effective date of expiration or termination of this Agreement. If Client fails to reimburse Premise Health for the tail coverage expense, then the provisions of the Agreement addressing indemnification of the Client (in Article III below) may not survive termination or expiration of this Agreement.

2.2 Client Insurance. Client shall maintain at its own expense the following insurance coverages during the term of this Agreement and any applicable statutes of limitations or repose:

(a) Statutory Worker's Compensation Insurance as required by applicable statute.

(b) Comprehensive General Liability with coverage for bodily injury (including death) or property damage with a minimum of \$1,000,000 per occurrence.

(c) Commercial Property insurance on a Special or "All Risk" form covering Client's property as well as Premise Health's property in Client's care, custody, and control with minimum limits adequate to cover such risks on a 100% replacement cost basis.

2.3 Cancellation, Expiration, or other Reduction in Coverage. Neither Party will allow any of its respective policies required pursuant to the terms of this Agreement or any part or portions thereof to be canceled, allowed to expire, or reduced in scope of coverage (other than as

a reduction in the limits of insurance solely due to claim payments) until at least 10 days prior written notice thereof has been given to the other Party.

2.4 Evidence of Insurance. Prior to the Effective Date, each Party will furnish to the other certificates evidencing that all insurance required hereunder is in full force and effect. Upon request, upon renewal of this Agreement, and/or in the event of a policy change, each Party will furnish new or updated certificates evidencing insurance then in effect.

2.5 Failure to Maintain. In the event that either Party fails to procure or maintain in full force and effect any of the insurance required pursuant to this Article II, the other Party shall have the right to terminate this Agreement for breach as set forth in Section 6.2(a).

2.6 Deductibles and Self-Insured Retentions. All self-insured retentions and/or deductibles on any referenced insurance coverages must be borne by the insured Party. Such Party shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance may be required if it is likely that such aggregate will be exceeded. Such insurance shall be subject to the terms, conditions, and exclusions that are usual and customary for this type of insurance.

2.7 Insurance Carrier Insolvency. The insolvency, bankruptcy, or failure of any insurance company, providing coverage as required herein, shall not relieve either Party of its obligations under this Article II.

ARTICLE III **INDEMNIFICATION**

3.1 Indemnity Obligation. Each Party (the “Indemnifying Party”) agrees to defend, indemnify, and hold the other Party (the “Indemnified Party”) harmless against any loss, damage, expense, or cost, including reasonable attorney’s fees, arising out of any third party claim, demand, action, suit, investigation, arbitration, or other proceeding by a third party (“Action”) based upon: (i) the Indemnifying Party’s material breach of any duty, representation, or warranty set forth in this Agreement; or (ii) any claim attributable to the Indemnified Party’s compliance with any policy, limitation, and/or directive placed on it by the Indemnifying Party. Notwithstanding the foregoing, neither Party shall be entitled to indemnification to the extent that its own action or inaction, not directed by the other Party hereunder, caused or contributed to the underlying claim.

3.2 Indemnity Notice. If any Action is brought against a Party, or a Party receives a notice of an Action, that Party shall promptly deliver written notice of such Action to the Indemnifying Party (the “Indemnification Notice”). An Indemnification Notice shall: (i) provide the basis for indemnification; and (ii) include copies of all relevant pleadings, demands, and other documents relevant to the Action. Failure to deliver the Indemnification Notice to the Indemnifying Party shall not relieve the Indemnifying Party from its indemnification obligation, except to the extent that the Indemnifying Party is prejudiced by failure to timely deliver the Indemnification Notice. Any legal expenses and costs incurred by the Indemnified Party prior to delivering the Indemnification Notice shall not be subject to indemnification.

3.3 Indemnity Procedure. The Indemnifying Party shall deliver notice of intent to defend the Action in whole or in part to the Indemnified Party within 60 days of receipt of the Indemnification Notice. If the Indemnifying Party or its insurer defends an Action, the Indemnifying Party shall select, retain, and bear the cost of legal counsel. The Indemnifying Party may, in its sole discretion, defend, contest, or resolve any Action; *provided, however*, that any compromise or settlement of an Action shall require either: (i) an unconditional and full release of the Indemnified Party (with no admission of fault by the Indemnified Party), or (ii) prior written consent of the Indemnified Party, which shall not be unreasonably withheld, delayed, or conditioned. The Indemnified Party may participate in such proceedings at its expense and represented by separate legal counsel.

ARTICLE IV
CONFIDENTIALITY, INTELLECTUAL PROPERTY, AND SECURITY

4.1 Confidentiality.

(a) **Confidential Information.** In order to provide Services, Premise Health and/or Client may be furnished with, receive, or otherwise have access to information and materials considered confidential and/or proprietary by the disclosing party (“Confidential Information”). Confidential Information includes all information, in any form, furnished orally or in writing, made available directly or indirectly to a Party (“Receiving Party”) that relates in any way to the Party providing such information (“Disclosing Party”); its existing or former employees or participants; existing, former, or potential customers; or other third parties with whom the Disclosing Party has a business relationship. Confidential Information also includes (i) any information that, under the circumstances, should reasonably be considered to be confidential and/or proprietary to a Party in the normal course of business and (ii) “Personal Information”, as defined hereinbelow. Without limiting the generality of the foregoing, the identity of Health Care Personnel and/or health centers, Premise Health costing and pricing data, and means and methods of business operations are confidential and proprietary.

For purposes of this Agreement, “Personal Information” shall mean information provided to Premise Health by or at the direction of Client, to which access is provided in the course of Premise Health’s performance of the Services described in this Agreement or in order to facilitate Premise Health’s contact with Client’s employees who are eligible for the Services but who are not Participants, that identifies an individual (by name, signature, address, telephone number, or other unique identifier, including a social security number), and can be used to authenticate that individual (including, without limitation, passwords or PINs, unique identification numbers, answers to security questions, or other personal identifiers). Premise Health and Client shall maintain any and all such information in confidence, without disclosing same to any third party without the prior written permission of the Disclosing Party, unless disclosure is required for performance of the Services or for communication with Client’s employees who are eligible for Services. Unless excluded pursuant to Section 4.1(b), all information received, developed, or otherwise acquired under this Agreement is presumed to be confidential.

(b) **Exceptions.** Confidential Information shall not include information that is:
(i) already lawfully known by the Receiving Party prior to receiving such information from the

Disclosing Party; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act of the Receiving Party; (iii) subsequently disclosed on a non-confidential basis by a third party not having a confidential relationship with the Disclosing Party and such third party rightfully acquired such information; (iv) independently developed by Receiving Party without reference to materials of the Disclosing Party; or (v) communicated to a third party on a non-confidential basis with the express written consent of the Disclosing Party. The foregoing exceptions do not apply to the disclosure of Personal Information or PHI (each as defined below), which shall not be disclosed without the prior written consent of the employee or person to whom the disclosure pertains, unless permitted or required by law.

(c) Standard of Care. Receiving Party shall keep and maintain all Confidential Information received from Disclosing Party in strict confidence and shall protect Confidential Information with at least the same degree of care (and in any event no less than reasonable care) that it uses to protect its own Confidential Information. The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, contractors, officers, directors, agents, or other representatives (collectively “Agents”) as necessary to perform its obligations hereunder, provided that the Receiving Party shall remain liable to the Disclosing Party for any breach of Confidentiality by its Agents.

(d) Legal Disclosure. If the Receiving Party is required by law to disclose Confidential Information of the Disclosing Party, it shall, to the extent allowed under applicable law, give prompt advance written notice of such requirement to the Disclosing Party. Reasonable efforts shall be made to provide notice in sufficient time to allow the Disclosing Party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the Receiving Party shall reasonably cooperate in such efforts.

(e) Protected Health Information. Medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information (“PHI”) as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996, along with all rules, regulations, and amendments thereto (“HIPAA”), shall not be deemed Confidential Information of Client nor shall Client have any right to review or access such Protected Health Information except as provided by law. The Parties agree and acknowledge that Premise Health-created medical records containing PHI, as well as any other documents subject to HIPAA, created or maintained by Premise Health are the records of Premise Health or Premise Health Personnel. In addition, notwithstanding anything to the contrary set forth in this Agreement, data pertaining to the wellness of any individual that is generated as a result of using the wellness or fitness related services provided by Premise Health is defined as “Personal Wellness Data.” Personal Wellness Data shall not be deemed to be Confidential Information of Client, nor shall Client have any right to review or access such Personal Wellness Data. The Parties agree and acknowledge that Premise Health created records containing Personal Wellness Data are the records of Premise Health or Premise Health Personnel.

4.2 Intellectual Property

(a) Ownership of Intellectual Property. For purposes of this Agreement, the term “Intellectual Property” shall mean all current and future worldwide patents and other patent

rights, utility models, copyrights, mask work rights, trademarks, trade secrets, and all other intellectual property rights and the related documentation or other tangible expression thereof. “Premise Health Intellectual Property” means the Premise Health developed, authored, invented (whether or not registered) Intellectual Property used in connection with Premise Health’s performance under this Agreement at the Health Center. “Client Intellectual Property” means the Client developed, authored, invented (whether or not registered) Intellectual Property used in connection with Client’s performance under this Agreement. Premise Health will own and retain all worldwide right, title, and interest in and to the Premise Health Intellectual Property and Client will own and retain all worldwide right, title, and interest in and to the Client Intellectual Property. Neither Premise Health nor Client will alter or delete any copyright or other proprietary notice that may appear in the other Party’s Intellectual Property without prior written consent of such Party.

(b) Client Intellectual Property. Subject to the terms of this Agreement, Client grants to Premise Health a worldwide, nontransferable, non-exclusive, royalty-free license to use the Client Intellectual Property during the term of this Agreement and for any transition services as outlined in Section 6.3(b) solely to enable Premise Health to provide the Services, and for the exercise of Premise Health’s rights and the performance of Premise Health’s duties contemplated in this Agreement.

(c) Premise Health Intellectual Property. Subject to the terms of this Agreement, Premise Health grants to Client a worldwide, nontransferable, non-exclusive, royalty-free license to use the Premise Health Intellectual Property during the term of this Agreement and for any transition services as outlined in Section 6.3(b) solely to enable Client to provide the use of the Health Center to Premise Health and for the exercise of Client’s rights and the performance of Client’s duties contemplated in this Agreement.

4.3 Security. Premise Health shall maintain the security procedures and standards and engage in the security assessments and testing described in Exhibit C, attached hereto and incorporated herein by this reference.

ARTICLE V **AUDIT**

5.1 Audit and Examination. During the Term and for a period of no more than one year thereafter, Client may, upon reasonable advance written notice, request an independent audit to verify the accuracy of Premise Health invoices submitted to Client pursuant to this Agreement. Client may select a reputable independent financial auditor (individually and collectively the “Client Auditors”). Premise Health shall provide access to Premise Health premises, systems, and documentation as Client Auditor may reasonably request. Notwithstanding anything to the contrary set forth above, a Client will not compensate an auditor fully or partially by a contingency fee arrangement based in whole or in part on what savings the person or entity can gather for Client, and Premise Health will not approve that arrangement as a Client Auditor for purposes of this Agreement.

(a) Audit Procedure. Such audits shall: (i) be performed during usual business hours and without unreasonable disruption of Premise Health business; (ii) commence

on a mutually agreeable date provided that, unless otherwise agreed, such audit shall commence within 30 days after delivery of Client written request to Premise Health therefore; (iii) be performed not more often than once per Budget Year, unless the audit results in a Material Difference, as defined below; and (iv) be limited to a review of Variable Costs identified in the SOW Budget. A final determination shall occur when the Parties mutually agree to the results of an audit, which shall be no later than 30 days after the audit results are submitted to the Parties by the Client Auditor, or if the Parties cannot agree to a final determination, a determination is made by an independent third party appointed by mutual agreement of the Parties to resolve the dispute. For purposes of determining the proper amounts payable under the provisions of this Agreement, the right of the Client to audit in this Article V shall be limited to verifying time and materials supplied to Client and shall not include the right to audit or review underlying wage or cost information nor auditing the composition of any specified percent, fixed rate, or fixed fee referred to in this Agreement. Any audit hereunder shall be conducted only following execution of a confidentiality and non-disclosure agreement between Premise Health and Client Auditors. For purposes of this section, a “Material Difference” is a variance in excess of ten percent (10%) in a Variable Cost identified on a Budget.

(b) Records. To substantiate its charges, Premise Health shall maintain complete and accurate accounting records in accordance with generally accepted accounting standards relative to Services performed and materials provided hereunder.

(c) Cooperation. In connection with its obligations under this section, Premise Health shall reasonably cooperate and provide to Client Auditors, in a timely manner, all such assistance as Client Auditors may reasonably require in connection with any audit or examination. Client shall provide Premise Health with a reasonable time period to complete the requests of the Client Auditors. Client shall provide Premise Health with a copy of the results from any such audit upon Premise Health request.

(d) Reconciliation. In the event that there is a final determination by Client Auditors that funds are owed by Premise Health to Client, or by Client to Premise Health, such funds will be remitted to the Party to which they are owed no later than 60 days after receipt of the final determination.

ARTICLE VI

TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence upon July 1, 2023 (the “Commencement Date”) and have an initial term of five (5) years from the Commencement Date (the “Initial Term”), unless earlier terminated as provided herein. Thereafter, this Agreement shall renew for 2 successive one-year periods unless either Party provides the other Party at least ninety (90) days written notice of non-renewal (collectively, the Initial Term and any renewals are the “Term”). Notwithstanding any provision to the contrary set forth in this Article VI, no termination of this Agreement shall be effective during and prior to the expiration of any patient notice period required to be given by Premise Health or its Health Care Personnel under applicable state or federal law.

6.2 Termination for Cause.

(a) Breach. In the event that either Party materially breaches any of its responsibilities hereunder and fails to cure such breach within 30 days of receiving written notice of the breach from the other Party (the “Breach Notice Period”), then this Agreement and any executed SOW shall automatically terminate at the end of such Breach Notice Period.

(b) Insolvency. In the event that either Party becomes insolvent, unable to pay its debts as such debts come due, or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action, or other proceeding seeking relief or protection from creditors under the bankruptcy laws or similar laws of the U.S. or any state of the U.S., this Agreement will terminate immediately upon written notice to the insolvent Party, without notice and/or opportunity to cure.

6.3 Effect of Termination.

(a) Outstanding Expenses. Upon expiration or termination of this Agreement, the Client shall pay Premise Health for its reasonable out-of-pocket expenses associated with the termination of Services, as well as payment of any outstanding amounts, plus accrued interest, due to Premise Health, and any other amounts that may be due and owing to Premise Health by Client.

(b) Transition of Services upon Termination. If Premise Health has not terminated this Agreement pursuant to Section 6.2 and Client is not in breach of this Agreement, upon Client direction, Premise Health may provide reasonable assistance designed to facilitate the orderly transfer of the Services to Client or to any third party designated by Client. In such event, Premise Health will, in good faith and with reasonable input from Client, prepare and deliver a budget to Client for the Services contemplated under this section. Client shall pay such costs as incurred in accordance with the payment terms set forth in Section 1.2.

(c) Health Center Closure upon Termination. In the event that Client determines in its sole discretion to close the Health Center, Premise Health shall assist Client with development of a closure plan on a mutually acceptable schedule. Client shall compensate Premise Health at then applicable Premise Health time and material rates for any services provided under this Section that exceed those contemplated in the ordinary course of operation of each Health Center. Client shall pay such costs as incurred in accordance with the payment terms set forth in Section 1.2. Items may include, without limitation:

(i) Amounts owed by Premise Health for equipment leased or financed by Premise Health for use in each Health Center;

(ii) Reasonable stay bonuses, as agreed to by the Parties, required to facilitate the continued operation of each Health Center until the anticipated closing or transfer date;

(iii) Management fees up to and including the date on which Services provided to each Health Center end or such other date as may otherwise apply under the terms of this Agreement;

(iv) Amounts due pursuant to the terms of any non-cancellable contracts and/or commitments relative to the operation of a Health Center;

(v) Medical records shipping, maintenance, and storage costs and data conversion and transfer labor costs;

(vi) Travel and other administrative costs necessary to terminate and wind down Services; and

(vii) The costs of continued insurance coverage, including as provided under Section 2.1(d).

ARTICLE VII **MISCELLANEOUS**

7.1 Entire Agreement; Amendment. This Agreement, along with the schedules and exhibits hereto, constitutes the entire agreement of the Parties pertaining to this subject matter and supersedes all prior or contemporaneous agreements, undertakings, and understandings of the Parties in connection with the subject matter hereof, and it may be modified or amended only in writing duly signed by the Parties.

7.2 Non-Solicitation. During the Term of this Agreement and for a period of one (1) year thereafter, without the prior written consent of Premise Health, Client shall not directly or indirectly recruit, solicit, attempt to hire, or hire, as an employee or as an independent contractor, Premise Health Personnel involved in providing Services to Client. If Client violates any of the restrictions set forth in this Section 7.2, Client shall pay to Premise Health an amount equal to one hundred (100%) percent of the annual salary or fee paid by Premise Health to each individual recruited, solicited, or hired by Client in breach of this Agreement. The Parties agree that the amount specified herein is not punitive in nature and is a reasonable sum representing recruitment and training costs incurred by Premise Health.

7.3 Dispute Resolution. In the event of any dispute or disagreement between the Parties hereto, either with respect to the interpretation of any provision of this Agreement or with respect to the performance by either Party of its duties hereunder, each of the Parties shall appoint a designated officer to meet in good faith to resolve such dispute. No formal proceedings for judicial or other resolution of such dispute may commence until: (i) the Parties meet in good faith to resolve the dispute; and (ii) a Party determines, and its designated officer provides written notice to the other Party, that amicable resolution is unlikely.

7.4 Limitation of Liability. Except with regard to their indemnification obligations under Article III hereunder, neither Party shall be liable to the other under any circumstances for incidental, consequential, indirect, exemplary, or punitive damages of any kind under any theory, whether sounding in tort, contract, or otherwise. Premise Health's liability is limited to direct damages and shall not exceed the amount that Client has paid Premise Health under this Agreement.

7.5 Litigation. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE, DEFEND, OR INTERPRET ANY RIGHTS OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT. The Parties agree that any cause of action based on or arising out of this Agreement shall be commenced within one year of the date of the event, act, or omission giving rise to the cause of action, without regard to the date the event, act, or omission is discovered. Any action not brought within that one year time period will be barred, without regard to any other limitations period set forth by law or statute. The Parties further agree that, in the event of any litigation with regard to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover from the non-prevailing Party all reasonable attorney and paralegal fees, costs, and expenses (at pre-trial, trial, and appellate levels).

7.6 Governing Law. This Agreement shall be construed in accord with the laws of the State of Delaware, without giving effect to the choice of law provisions thereof. Client hereby consents to the jurisdiction of the federal court of the State of Tennessee regarding any dispute or controversy arising from or related to this Agreement and waives any privileges or immunities it has or may hereafter acquire which would otherwise foreclose a federal court in the State of Tennessee from adjudicating such a dispute or controversy.

7.7 Notices. Any notice to be given hereunder by either Party shall be in writing and shall be deemed to be given if sent by registered or certified mail, and upon receipt by the other Party if sent by regular mail, email, or facsimile transmission addressed as follows:

If to Premise Health: Premise Health Employer Solutions, LLC
5500 Maryland Way
Suite 120
Brentwood, TN 37027
legal@premisehealth.com
Attention: Legal Department

If to Client: City of Kingsport, TN
415 Broad Street
Kingsport, TN 37660
Attention: Legal Department

7.8 Business Contingency. Premise Health shall maintain a business contingency plan designed to address any emergency business shutdowns and shall provide such plan to Client upon request. In the event of an actual or perceived emergent issue, disaster, disruption of the Service, or outage, Premise Health shall promptly provide the Client with notice of the same and ongoing status updates.

7.9 Force Majeure. Neither Party shall be deemed to be in default of this Agreement if such Party is prevented from performing any obligation hereunder for a reason beyond its control, including but not limited to, acts of God, war, civil commotion, fire, flood, or casualty,

shortages of or inability to obtain labor, materials, or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the Parties agree to negotiate in good faith to preserve this Agreement and the respective rights and obligations of the Parties hereunder to the extent reasonably practicable. A Party's financial inability shall not be deemed to be a matter beyond a Party's control.

7.10 Successors and Assigns. This Agreement and the rights and obligations of the Parties may not be assigned, nor the Services hereunder delegated, by either Party without prior written consent of the other, which consent shall not be unreasonably withheld or delayed, and any attempt to do so shall be null, void, and of no force of effect, except that Premise Health may assign its rights and delegate the Services hereunder to an affiliate or Affiliated P.C., or in connection with a sale, merger, acquisition, reorganization, or by operation of law without the prior written consent of Client, provided that any successor in interest shall be financially able to provide Services without material negative impact on Client. Except as provided herein to the contrary, this Agreement is binding upon and inures to the benefit of the Parties, their respective successors and permitted assigns.

7.11 Waiver of Default or Breach. No waiver by either Premise Health or Client of any default or breach of this Agreement operates as a waiver of any future default or breach, whether of like or different character or nature.

7.12 Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

7.13 Severability. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of the provision shall not affect any other provision hereof.

7.14 Counterparts; Signatures. Premise Health and Client may execute this Agreement in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties agree that signatures on this Agreement, as well as any other documents to be executed in connection with this Agreement, may be delivered by facsimile or an emailed PDF copy in lieu of an original signature, and that the Parties will treat facsimile or emailed PDF signatures as original signatures.

7.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. When used herein, the word "including" shall not be construed as limiting.

7.16 Signatory Authority. Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind such Party to all terms and conditions of this Agreement.

7.17 No Third Party Beneficiaries. This Agreement is enforceable only by Premise Health and the Client and no other person or entity has the right to enforce the terms and provision of this Agreement.

7.18 Expenses. Each Party shall pay its respective costs and legal, accounting, and other fees incurred in connection with the negotiation, execution, and consummation of this Agreement and any requirements or transactions related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first set forth above, intending to be legally bound hereby.

CITY OF KINGSPORT, TN

PREMISE HEALTH EMPLOYER SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the “SOW”) are effective as of July 1, 2023 and attached to, made a part of, and governed by the Master Services Agreement, effective July 1, 2023 by and between the City of Kingsport, TN (“Client”) and Premise Health. To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

ARTICLE I
LOCATIONS AND SERVICES OFFERED BY LOCATION

Premise Health operates the City of Kingsport Employee Wellness Center (a “Health Center”) at the following location(s):

- 415 Broad Street Suite 644, Kingsport, TN 37660

Premise Health provides the products and services listed below:

Products & Services
Primary Care Schedule 1
Biometric Screening Schedule 1, Section 1.9
DOT Physical Exams Schedule 2
Drug/Alcohol Testing Schedule 6, Section 1.4
HRA (Health Risk Assessment) Schedule 3
Laboratory Services Schedule 4
Occupational Health Schedule 5
Pediatrics Schedule 1, Section 1.5
Provider Dispensing Schedule 6
Vaccines – Flu Only Schedule 7
Vaccines – Other than Flu Schedule 8
Wellness Coaching Schedule 9
Women’s Health Schedule 1, Section 1.4

ARTICLE II
DAYS AND HOURS OF OPERATION

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	Operating Schedule
All Services	Monday 7a-6p Tuesday 7a-5p, Wednesday 9a-5p, Thursday 9a-6p, Friday 7a-2:30p, Saturday 8a-1p

ARTICLE III
STAFFING MODEL

The Health Center is staffed with Premise Health Personnel, as described in the table below and in the Budget, included as Exhibit B. Updates to the staffing table may occur from time to time and will be updated in the Budget. All clinical staff members are appropriately licensed or certified, as applicable, to perform the functions of the positions for which they were hired.

Locations are staffed with Premise Health Personnel as detailed below.

Positions	FTE
Oversight Physician	.1
Nurse Practitioner	2.0
RN/Health Center Manager	1.0
LPN	1.0

ARTICLE IV
ELIGIBILITY

The table below identifies the eligible Participants for each Service. “Participants” may include, Employees, Dependents, Contingent Workers, Prospective Employees and Guests, as defined below.

Products & Services	Participants
Primary Care	Employees, Dependents, Retirees
DOT Physical Exams	Employees, Contingent Workers
Laboratory Services	Employees, Dependents, Retirees
Occupational Health	Employees
Drug and Alcohol Testing	Prospective Employees
Provider Dispensing	Employees, Dependents, Retirees
Vaccines	Employees, Dependents, Retirees

4.1. Employees of Client who participate in Client’s medical plans (“Employees”) and eligible dependents of Employees (“Dependents”).

4.2 Retirees ages 64 and under who participate in Client’s medical plan (“Retirees”).

4.3. Independent contractors, consultants, or other outsourced and non-permanent workers retained by Client and working at Client premises (collectively, “Contingent Workers”).

4.4. Prospective Employees in the application process for a potential position to work at Client premises (collectively, “Prospective Employees”) are eligible for urine drug & alcohol testing and pre-employment physicals.

ARTICLE V **CORPORATE SUPPORT SERVICES**

Premise Health corporate infrastructure and management teams support the operations of all Services included in this SOW.

5.1. Clinical and Operations Management.

(a) Premise Health Personnel conduct quarterly onsite visits to support the onsite Client team, attend business reviews with Client, and align with Client’s expectations. Regional Operations leadership will conduct a telephone interview with Client contacts at least once per calendar year to assess satisfaction. Additionally, Client contacts will be invited to participate in an annual Client Satisfaction telephone interview conducted by a third party.

(b) Premise Health support of the professional team includes training and guidance on corporate practices and information systems, performance oversight, and adherence to professional practice standards.

(c) Premise Health will maintain a safe and compliant environment, including the provision and maintenance of equipment, supplies, and inventory.

(d) Premise Health will administer a Participant satisfaction survey. An alternative electronic or paper survey will be employed with other platforms. Client will receive aggregate results and benchmarking metrics.

5.2. Technology.

(a) Electronic medical record platform for health centers provides clinical and operations workflow integration and Participant engagement functionality with real-time access to tools and resources.

(b) Onsite technology hardware is acquired and maintained by Premise Health on behalf of Client and is owned by Client. Replacement of hardware and technology licenses will be billed as incurred at the commencement of the third year of the Agreement or as needed and approved by Client.

ARTICLE VI **REVENUE CYCLE MANAGEMENT**

Revenue Cycle Management (“RCM”) is an integral part of the Participant experience. Premise Health is responsible for quality, KPI performance, and financial management of Services related to charge capture. RCM is responsible for the following:

6.1. Implementation, account management, coding, and ongoing support services.

(a) Provide in-depth consultation services to determine the appropriate system set-up to ensure the client specific benefits function, as appropriate for a seamless member experience, which can include one or all the following functions for new and existing implementations:

- i. Determine appropriate practice management system set-up for service offerings
 - 1. Benefit plan design set-up and implementation for each employer-sponsored plan.
 - 2. Determine services client will cover at no cost to members, if applicable.
 - 3. Develop a fee schedule to be used in conjunction with member services.
 - 4. Provide support for periodic updates based on Client Benefit Plan design and Payor changes.

(b) Provide dedicated account management team for ongoing client and operational support

i. Review, report, and advise on clinical and health center operations impacting charge capture, data integrity, account receivables (AR), or other RCM- related functions to strategically minimize rework, enhance the member experience, and drive operational efficiencies.

- 1. Provides work queue support and guidance related to charge review, claim edits, and/or denials.

(c) Perform quality coding reviews/audits in conjunction with ongoing coding education.

- i. Coding education provided by certified coders.
- ii. Monitor and resolve coding edit and coding denial work queues to ensure data integrity.

6.2. Administration.

Apply charge edits and manage system work queues to meet coding and/or billing requirements and to ensure the integrity of the data for each encounter.

(a) Perform periodic updates based on client benefit plan design and payor changes.

(b) Should client request that Premise Health update fee schedules, develop integration with additional third-party administrators or payors (including non-employer sponsored insurers), or conduct billing or revenue cycle management activities not in accordance with onsite industry best practices or included in this SOW, additional fees may be applicable.

ARTICLE VII LABORATORY CONSOLIDATION AND BILLING

Premise Health provides one Client-billed and one insurance-billed account per lab vendor. Participants are billed for lab services by Premise Health according to the established fee schedule. Insurance-billed accounts are billed by the lab vendor to insurance and Participants receive an invoice from their lab vendor company as they would in the community.

ARTICLE VIII REPORTING AND RETURN ON INVESTMENT

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience. Quarterly reports build on the monthly report and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings.

ARTICLE IX

FACILITY AND RESOURCE MANAGEMENT

9.1. Premise Health furnishes all personnel, materials, and supplies required to provide the Services, except as specifically identified below. Client-provided facilities or materials are provided on a rent-free, non-interference basis. Client provides the facility for operations and utilities. The fixtures, furniture, and equipment deemed medical furniture and/or equipment is procured and provided by Premise Health, including, without limitation, computer hardware, scanner, printer, computer, medical supplies, nursing station supplies, medical refrigerator, medications, phlebotomy chair, lab equipment and supplies, exam room supplies, patient side chair and exam table, stool, OSHA approved garbage cans, and electronic hardware. Client procures all furniture and fixtures considered office furniture, including, without limitation, chairs, tables, and décor for the waiting room, office task chairs, desks, guest chairs, shelving, sofa, tables, and décor for the consultation rooms. Premise Health provides recommendations to Client regarding improvements to the design and operation of the facilities and acquisition of any additional items, as applicable. Maintenance and replacement of fixtures, medical furniture, and equipment is managed by Premise Health. The facilities are and remain the property of Client. Premise Health informs Client, on an ongoing basis, of any utilities, building services, and supplies Premise Health believes are reasonably necessary for the operation of the facilities or the performance by Premise Health of its obligations pursuant to this SOW and any necessary maintenance and repair of the facilities.

9.2. Premise Health establishes and maintains accounts for the destruction of biomedical and hazardous waste. Premise Health establishes and maintains processes for the archival, retrieval, and destruction of medical records.

9.3. Client provides the following utilities and services to include:

(a) Telephone Connections.

(b) Security Services. Client provides secure access to the Health Center. Access is granted only to Premise Health staff members working in the facility and the personnel deemed necessary by Client to perform maintenance and facility services. Client is responsible for installing key locks on doors. Premise Health is responsible for installing IT cabinet locks. No Client employee shall be granted access to the Premise Health IT cabinet. Premise Health is responsible for retaining keys after facility turnover.

(c) Janitorial Services. Client provides daily housekeeping services through its vendor in accordance with cleaning protocols reasonably agreed by Client and Premise Health. Determination of the cleaning schedule is arranged between Premise Health and Client.

(d) Operational Utilities. Client provides all utilities necessary to operate this facility, specifically including electrical, water, sewerage, and HVAC.

(e) Facility Maintenance. Client provides maintenance from a facilities standpoint. This includes maintenance of operational utilities and trash, among other things.

(f) Office Furniture and Maintenance. Client provides and owns all office furniture needed to support the staff and projected expansion of staff in the future.

(g) Weather Maintenance. Client is responsible for all weather-related removal of snow, ice and weather-related facility needs.

Schedule 1 to Exhibit A
Primary Care

Primary Care provides Participants with comprehensive, coordinated care across Premise Health services and other Client-offered health programs. For Participants who elect to use the Health Center as their primary care provider, Premise Health Personnel will serve as the point of entry into the healthcare system and act as the ongoing coordinator for healthcare services.

1.1. Quality of Care. Premise Health offers multi-site accreditation through the Accreditation Association for Ambulatory Health Care (“AAAHC”), the accrediting body for ambulatory care, related to quality, safety, and efficiency. The Premise Health quality program is compliant and validated with AAAHC.

1.2. Preventive Services. Preventive services include:

- (a) Performing annual physicals and well-woman exams, the latter as more fully described in **Section 1.4.**
- (b) Assessing gaps in preventive care during routine visits.
- (c) Biometric screening (**Schedule 1, Section 1.9**), influenza vaccinations (**Schedule 7**), and other vaccine administration (**Schedule 8**).

1.3. Acute/Urgent Care. Acute-Urgent care includes:

- (a) Providing acute care, symptom treatment, and health management in the Health Center, and where technology is enabled, care may be provided virtually to established Participants during established operating hours. The criteria for virtual care may be changed by mutual consent of the Parties.
- (b) Providing comprehensive evidence-based management programs for acute disease states including, but not limited to, community acquired pneumonia, otitis media, sinusitis, rhinitis, and pharyngitis.
- (c) Performing medical treatments and minor surgical procedures, *e. g.*, nebulizer treatments, laceration repair, punch and excisional biopsy, cryotherapy.
- (d) Prescribing, administering, and monitoring ongoing medications, leveraging e-prescribing functionality, history of prescriptions from community providers, and accessing applicable formulary information that includes less expensive alternatives, generics, and copay information before writing the prescription.

1.4. Women’s Health. Specialized primary care services are available for women.

- (a) Providing preventive screenings and services. Preventive exams and counseling services include breast cancer screening by clinical breast examination and referral for mammography or coordination with third parties as appropriate, pelvic exam and cervical cancer screening, sexually transmitted disease (STD) testing and counseling, family planning, preconception counseling, pregnancy testing, and screening for domestic violence and appropriate resource/referral engagement.
- (b) Providing contraception planning services in collaboration with Participants to meet current and future contraception needs. Providers help identify a contraception method, provide counseling on contraceptive efficacy, safety, side effects, cost and convenience, provide contraception prescriptions and procedures, and monitor Participants for safety and side effects.

(c) Providing education with materials on various women’s health topics, including, breast self-awareness through breast self-exams, clinical breast exams, and annual mammography for early breast cancer detection. Participants are also provided with resources on cervical cancer screening, STD testing, and domestic violence.

1.5. Pediatric Care. Routine preventive (well-child) care is provided by Premise Health for eligible children **2 years** and older, including:

- (a) Performing scheduled periodic assessments of growth and development to determine if a child is growing and functioning in accordance with established milestones.
- (b) Performing nutritional assessments to determine if a child’s diet is sufficient for health maintenance and proper growth and development.
- (c) Providing counseling and instruction to parents.

1.6. Referral Management. Participants are referred to appropriate specialists and inpatient hospitals as medically appropriate and aligned with Client’s health plan quality networks.

- (a) Developing relationships with local primary care providers and specialists to facilitate access and clinical information exchange, *e.g.*, reason for the referral, required timing, Participant’s demographic data, test results and care plan.
- (b) Tracking referrals electronically through receipt of summary from community provider and following up on overdue reports.

1.7. Laboratory Services. Premise Health provides clinical laboratory services that includes Point-of-Care laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories, as more fully described in **Schedule 4** to Exhibit A.

1.8. Lifestyle Medicine. Primary Care incorporates a lifestyle medicine approach to address modifiable behaviors, including nutrition, movement, sleep, stress/emotional wellbeing, substance use, hydration and getting outdoors. Premise Health clinicians employ basic wellness coaching strategies to promote behavior change including the following:

- (a) Incorporating a lifestyle assessment with the standard Participant history and intake process and integrate data as discrete elements in the Participant’s medical record.
- (b) Using Participant-reported lifestyle and health behaviors to support meaningful interventions at the point of care and enable the care team to deliver targeted care plans that incorporate lifestyle medicine.
- (c) Using Participant-reported lifestyle and health behaviors to identify and optimize outreach to bring Participants to the Health Center or to engage them virtually.
- (d) Promoting use of technology to support wellness goals with personal tracking devices, *e.g.*, fitness, glucose monitoring.
- (e) Providing customized content to Participants based on best practices.

1.9. Biometric Screening. Premise Health performs biometric screening by appointment during the year in the Health Center. Scope includes:

- (a) Providing biometric screening tests that include lipid panel, glucose, blood pressure, height, weight, waist circumference.
- (b) Referring Participants with abnormal biometric screening results to onsite providers or to community providers.
- (c) Providing Client with utilization reports with de-identified data, except when results are tied to qualification for incentive programs.

1.10. Health Promotion and Health Education Services. Scope includes the following:

- (a) Providing both targeted, real-time education and content relevant to sub-populations, including leveraging “teachable moments” at screenings, *e.g.*, blood pressure screenings, clinic biometric screenings, and other health education programming.
- (b) Providing targeted and vetted health content on demand in the portal.
- (c) Supporting Client’s wellness programs including promotion, referrals, and content delivery in conjunction with other vendor partners.

Schedule 2 to Exhibit A
DOT Physical Exam

Commercial Motor Vehicle Certification. Premise Health provides certified medical examiners for the physical examination of holders of a Commercial Driver’s License who operate Commercial Motor Vehicles, *e.g.*, trucks, tractor trailers, and buses, pursuant to the Motor Carrier Safety Improvement Act of 1999 (49 U.S.C 113). Medical examiners are certified by the U.S. Department of Transportation’s Federal Motor Carrier Safety Administration (“FMCSA”) and are listed on the National Registry of Certified Medical Examiners. The professional background of a licensed medical examiner includes, but is not limited to, doctors of medicine (MD), doctors of osteopathy (DO), physician assistants (PA), advanced practice nurses (APN), and doctors of chiropractic (DC). Premise Health’s scope includes:

- (a) Performing FMCSA medical examinations pursuant to 49 CFR 391.41 (b) (1-13) and advisory/other criteria and medical guidelines published by the FMCSA.
- (b) Furnishing one copy of the results to the Participant who was examined, and as appropriate, a Medical Examiner’s Certificate valid for a period of 24 months or earlier when it is desirable to monitor a condition, such as high blood pressure.
- (c) Entering results in the FMCSA Registry.

Schedule 3 to Exhibit A
Health Risk Assessment

Premise Health provides a Health Risk Assessment (HRA) that is GINA compliant and NCQA HIP I vendor credited. The HRA can be integrated with the tools used by Premise Health providers

creating teachable moments and opportunities for further referrals or program recommendations.

Schedule 4 to Exhibit A
Laboratory Services

Premise Health provides clinical laboratory services which includes Point of Care (“POC”) laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories.

1.1 Point of Care Testing. POC tests are performed under a Clinical Laboratory Improvement Amendments (“CLIA”) Certificate of Waiver.

1.2 Vendor Laboratories. Laboratory tests are processed by a national clinical laboratory. Premise Health will:

- (a) Provide blood and specimen collection for routine studies and follow up monitoring for onsite providers and wellness programs,
- (b) Track completion of lab draws for testing ordered by community providers.
- (c) Notify Participants of abnormal results, document results, and schedule follow up and referral as appropriate for those labs ordered by a Premise Health provider.

Schedule 5 to Exhibit A
Occupational Health

1.1. Integrated Support of Client. Premise Health provides subject matter expertise to Client on a range of topics, such as toxicology, emergency response, and wellness initiatives, and takes a consultative approach on program design and service execution.

- (a) Premise Health collaborates with Client to engage Patients for available services and serve as a resource to Client and Client safety team and provides clinical information to support workplace accident or near-miss investigation and assessment.
- (b) Premise Health will provide case categorization of occupational illness or injury based on medical history, clinical findings, and investigation provided by Client, and where applicable, OSHA standards.

1.2. Management of Work-related Injury and Illness. Premise Health provides comprehensive evidence-based treatment and management of work-related injury and illness, including:

- (a) Providing occupational illness/injury medical care for Participants and Contingent Workers injured on Client premises.
- (b) Providing tetanus vaccinations to Participants and Contingent Workers with occupational injuries.
- (c) Coordinating physician and/or specialist referrals and care, as appropriate, and arranging for transportation as medically indicated. Preferred referral lists for physicians and medical

services will be maintained when allowed by state regulations. Referrals for Workers' Compensation cases will be made consistent with state regulations.

1.3. Injury Prevention. Premise Health identifies opportunities for early identification and remediation and supports Client through participation in regularly scheduled disability management meetings with Client, TPA, Safety and others identified by Client.

(a) Performing return-to-work and fitness-for-duty examinations. Tests may include drug screening, visual screening (acuity, color blindness), and spirometry.

1.4. Drug and Alcohol Testing.

(a) Urine Drug & Alcohol Testing. Premise Health administers Department of Transportation ("DOT") regulated and non-regulated urine drug testing for post-accident/injury, reasonable suspicion, random testing, return-to-duty, and follow-up pursuant to Client's Drug Testing Policy. Non-negative results are reported to a Premise Health Medical Review Officer (MRO) who will review urine drug screen results of commercial drivers covered by the DOT's Federal Motor Carrier Safety Administration ("FMCSA"); will register with the FMSCA Clearinghouse, and will enter all positive urine drug screen test results and refusals into the FMSCA Clearinghouse as required.

(b) Breath Alcohol Testing. Premise Health administers Breathe Alcohol Testing ("BAT") for reasonable suspicion, random testing, and follow-up pursuant to Client's Drug Testing Policy. Testing will be performed by a trained breath alcohol technician. The breath alcohol testing will be conducted by employees who have met the training requirements under 49 CFR Part 40.213.

1.5. Emergency Response. Premise Health will plan and implement a medical emergency response plan in the Health Center and will coordinate services throughout the building with the emergency responder team (*e.g.*, local EMS) to address injuries or illnesses that are acute and pose an immediate risk to the life or long term health of Participants. Providers and RNs possess current Basic Life Support (BLS) certification and are qualified to provide the following scope:

(a) Stabilizing the condition of Participants that need emergent care. Providers and RNs may take additional steps to recognize serious cardiovascular conditions and strokes, perform and interpret an electrocardiogram (ECG), and recognize cardiac arrhythmias as part of the BLS response.

1.6. Medical Fit For Duty. Premise Health will design and perform fit for duty ("FFD") testing as such job function criteria are determined and outlined by Client as a component of occupational health Services. Premise Health will provide such information in Client FFD criteria to allow Client to determine whether a Participant passes or fails the assessment based on Client job function criteria. For the avoidance of doubt, Client, not Premise Health, shall determine whether Participant passes or fails the FFD testing.

Schedule 6 to Exhibit A
Provider Dispensing Services

Premise Health provides medications that are available to Participants at the time of the provider visit in quantities up to 90-day supply or as allowed by law, whichever is less. Medications are prescribed and dispensed by Premise Health Personnel having authority to dispense and who are

licensed, if applicable, to dispense medications to their patients. Provider dispensing medication expenses are billed directly to the Client.

Schedule 7 to Exhibit A
Influenza Vaccine

Premise Health provides a seasonal influenza vaccination program that complies with the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (“ACIP”).

1.1. Administration. Premise Health delivers influenza vaccine in the Health Center in conjunction with Participant visits and in campaign style in or proximal to the Health Center to identified population groups, obtaining consent from Participants, and maintaining documentation. Premise Health will advise Client on current CDC recommendations and vaccine formulation and quantity.

Schedule 8 to Exhibit A
Vaccines

Premise Health administers vaccines to help protect Participants from preventable infectious diseases, in accordance with the guidelines and schedules published by the Center for Disease Control’s (“CDC”) Advisory Committee on Immunization Practice (“ACIP”). The choice of vaccines is customized to the nature of the Health Center and Participants served.

1.1. Vaccines for Adults (18+ years of age). Vaccines may be offered based on the ACIP schedule and guidelines as well as scope of work and as approved by the Client.

Schedule 9 to Exhibit A
Wellness Coaching

Premise Health provides a dedicated coach-to-Participant relationship. The wellness coach is fully integrated with the care team.

1.1. Strategic Support. Premise Health wellness coaching program aligns with the Health Center scope of service.

1.2. Coaching Practice.

(a) Coaching areas include weight management, stress management, nutrition, physical activity, tobacco cessation, work/life balance, life satisfaction and health education and support (e.g., health promotion programs).

(b) Coaching may occur in telephonically or virtually.

(c) Coaching documents include coaching agreement; lifestyle assessment; and wellness vision.

EXHIBIT B

PREMISE HEALTH BUDGET



2023-2025 City of Kingsport TN PCMH Client Budget

3/28/2023

HEALTH CENTER

	2023 Budget	2024 Budget	2025 Budget	2026 Budget
Staffing Cost (Includes Benefits, Training, Liability, and Temp. Staff)	495,329	585,806	615,051	645,756
Medication (Onsite Formulary with 150-200 Medications)	566,479	517,996	569,795	626,775
*Est. Based on Last 12 Months of Operation				
Labs Processed Outside of Health Center (Access to Over 2,000 Labs)	40,887	24,719	25,707	26,736
*Est. Based on Average of the Last 12 Months of Operation				
Supplies, CLIA Waived Labs, & Misc	-	22,367	23,262	24,192
*Est. Based on Last 12 Months of Operation				
Medical Malpractice Insurance	-	3,324	3,457	3,595
Management Fee (Fixed Fee)				
Management Fee Total Cost	170,219	172,884	178,071	183,413
TOTAL ANNUAL COST	1,272,914	1,327,095	1,415,342	1,510,466

Salaries will increase annually at the greater of the percent change in CPI Index or 5% per year.
Flu Supplies are included in 2024 budget; this category was not included in 2023 projection.
IT hardware refresh is included in the budget, projected at \$6,646.

EXHIBIT C

PREMISE HEALTH SECURITY CRITERIA

1. Procedures. At all locations where acts relating directly or indirectly to the Services are performed, Premise Health shall maintain and enforce safety, physical, and administrative computer system security procedures that are at least (a) equal to industry standards for such types of service locations; and (b) as rigorous as those procedures in effect at such locations as of the effective date of this Agreement; and (c) in compliance with applicable law, specifically including applicable HIPAA security requirements. If Client reasonably determines that there are any material gaps or deficiencies in Premise Health security, then the Parties shall in good faith address such gaps or deficiencies.

2. Unauthorized Access. Premise Health shall use commercially reasonable efforts to: (a) secure and defend the Services against breach of the Premise Health security measures and technical safeguards, including unauthorized access to or unauthorized modifications of the Services; and (b) rectify and promptly mitigate any such breaches or modifications. As used in this Agreement, the terms “security measures,” “technical safeguards,” and “breach” have the meaning assigned to them in the HIPAA Security Rule. Premise Health shall promptly report to Client: (a) any confirmed security breaches; and (b) any unauthorized modifications of software used in the delivery of Services to the extent that there exists a substantial probability that such breach could affect the Client or PHI maintained pursuant to this Agreement.

3. Data Security Certification. During the Term of this Agreement, as a means of evidencing its compliance with any information security requirements detailed in the Agreement, Premise Health will provide Client executive summaries of its compliance reports that document Premise Health compliance with HIPAA. Premise Health will provide summary reports that evidence compliance with applicable current industry standards and best practices (such as HITRUST and PCI-DSS). To the extent that such reports include business proprietary information of Premise Health or any PHI, appropriate precautions will be taken by the parties to ensure that the data is appropriately limited, de-identified, and safeguarded. Audit reports of any contractors/affiliates/third parties to Premise Health will not be provided to Client in any form except for summary SOC2 or SOC3 of data center hosting facilities.

4. Use, Disclosure, and Security of Personal Information. Notwithstanding anything to the contrary set forth in this Agreement and in addition to, and not in lieu of, any other provisions in this Agreement regarding confidentiality and data security, the following shall apply with respect to Personal Information.

(a) Permitted Use of Personal Information. Premise Health shall only use and shall cause all Premise Health Personnel to use Personal Information only for purposes of performing the Services.

(b) Safeguarding Personal Information. Premise Health agrees to:

(i) implement appropriate measures designed to ensure the security, integrity, and confidentiality of Personal Information;

(ii) protect Personal Information against any known or anticipated threats or hazards to the security or integrity of such information;

(iii) protect against unauthorized access to, or use of, Personal Information that could result in harm to any Individual;

(iv) cause Premise Health Personnel, or any other party to whom Premise Health may provide access or disclose Personal Information, to implement appropriate measures designed to meet the objectives set forth in this Exhibit; and

(v) promptly notify Client in writing in the event of breach (as defined in Paragraph 2 above) of Personal Information (such as through loss or audit failure).

(c) Information Security Standards Training. Premise Health shall use reasonable efforts to ensure all Premise Health Personnel who have access to Personal Information receive training with respect to Premise Health's Information Protection Requirements and related information security standards prior to gaining access to Personal Information.



AGENDA ACTION FORM

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

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

Action Form No.: AF-165-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the Resolution

Executive Summary:
The administration recommends utilizing the Wilson County Schools Cooperative Purchasing Agreement for Chromebooks from Dell Marketing L.P. (Contract 51AHO). The total cost of 1,000 Chromebook 3310 2-in-1 devices will be \$353,000.00. Since these are 2-in-1 touch screen devices, they require other internal upgrades. This cost also includes the Chrome license that is normally \$25-35 per device. These differences plus a price increase are the reasons for the higher cost of this order compared to the last one for student Chromebooks.

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

Funding will be from FY24 School General Purpose Funds.

The Board of Education approved this motion on June 13, 2023.

Attachments:
Resolution
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 DELL FOR CHROMEBOOKS FOR KINGSPORT CITY SCHOOLS UTILIZING AN PURCHASING COOPERATIVE AGREEMENT WITH WILSON COUNTY BOARD OF EDUCATION CONTRACT NO.: 51AHO

WHEREAS, the city entered into an agreement with Wilson County Board of Education for cooperative purchasing in December 2021; and

WHEREAS, Tenn. Code Ann. § 12-3-1205(b)(2) authorizes a local education agency to purchase directly from a vendor the same equipment at the same price and under the same terms as provided in a contract for such equipment entered into by any other local education agency; and

WHEREAS, Wilson County Schools is a government entity and more specifically a local education agency in the state of Tennessee; and

WHEREAS, by utilizing the Wilson County Board of Education agreement with Dell Marketing L.P. (Contract 51AHO), the city can purchase 1,000 Chromebook 3310 2-in-1 devices for a total cost of \$353,000.00; and

WHEREAS, the Board of Education approved this action on June 13, 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 Dell Marketing, L.P. for 1,000 Chromebook 3310 2-in-1 devices in the amount of \$353,000.00, 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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000153825794.1	Sales Rep	Micah Dwight
Total	\$353,000.00	Phone	(800) 456-3355, 6179859
Customer #	125498624	Email	Micah_Dwight@Dell.com
Quoted On	May. 26, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 25, 2023		KINGSPORT CITY SCHOOLS
Contract Name	Customer Purchase Agreement for Products and Services		415 BROAD ST
Contract Code	C000000381302		KINGSPORT, TN 37660
Customer Agreement #	Wilson County Schools		
Deal ID	20998760		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Micah Dwight

Shipping Group

Shipping To	Shipping Method
ANDY ARNOLD KINGSPORT CITY SCHOOLS 1000 POPLAR ST KINGSPORT, TN 37660-4552 (423) 378-2154	Standard Delivery

Product	Unit Price	Quantity	Subtotal
SI# C5T903 Chromebook 3110 2-in-1	\$353.00	1000	\$353,000.00
	Subtotal:		\$353,000.00
	Shipping:		\$0.00
	Non-Taxable Amount:		\$353,000.00
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$353,000.00

Item X121.

Shipping Group Details

Shipping To

ANDY ARNOLD
KINGSPORT CITY SCHOOLS
1000 POPLAR ST
KINGSPORT, TN 37660-4552
(423) 378-2154

Shipping Method

Standard Delivery

SI# C5T903 Chromebook 3110 2-in-1	Quantity	Subtotal
	\$353.00	1000
		\$353,000.00

Estimated delivery if purchased today:

Jun. 16, 2023

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3110 2-in-1	210-BCGJ	-	1000	-
Intel(R) Celeron(TM) N4500 (2 Core, 4M cache, base 1.1GHz, up to 2.8GHz), 8GB Memory, 32GB Storage	329-BGMC	-	1000	-
8GB 2933MHz LPDDR4 Non-ECC	370-AGYV	-	1000	-
32GB eMMC Hard Drive	400-AWCZ	-	1000	-
11.6" HD (1366 x 768) Anti-Glare Touch, Camera & Microphone, WLAN Capable, with Pen Support	391-BGHM	-	1000	-
Single Pointing Non Backlit, English US	580-AJZY	-	1000	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz	555-BHJR	-	1000	-
3 Cell 42Whr Battery	451-BCWJ	-	1000	-
65W AC Adapter, USB Type-C	492-BDFR	-	1000	-
Palmrest, WFC	346-BHQT	-	1000	-
E4 Power Cord 1M for US	537-BBBL	-	1000	-
Quick Start Guide	340-CXHE	-	1000	-
LCD with touch	320-BENP	-	1000	-
Not Included	631-ABBH	-	1000	-
Google Zero Touch Enrollment	634-BYQH	-	1000	-
Chrome Education Upgrade	634-BYQI	-	1000	-
Chrome Education FGA	800-BBTT	-	1000	-
Fixed Hardware Configuration	998-FJND	-	1000	-
MOD,LBL,SKUID0X1C0000,C0,3110V	389-EBVU	-	1000	-
System Shipment, Chromebook 3110 2-in-1	340-CXHF	-	1000	-
Intel 11th Gen Celeron CPU label.	389-DYFS	-	1000	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	1000	-
Bottom Door	321-BHER	-	1000	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	868-9733	-	1000	-
Onsite/In-Home Service After Remote Diagnosis, 2 Years Extended	868-9736	-	1000	-
Dell Limited Hardware Warranty Initial Year	868-9746	-	1000	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1000	-
CFI Routing SKU	365-0257	-	1000	-

Item XI21.

Custom Asset Tag	366-0133	-	1000	-
Custom Ship Box Label	366-0154	-	1000	-
Configuration Services, FEE, I NTG, CHROME ENROLLMENT	366-0217	-	1000	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	1000	-
CFI,Information,GCS,BOX,ASSET ,TAG,Customer Install	377-4846	-	1000	-
CFI,Information,GCS,ITEM,ASSET ,TAG,Customer Install	377-4847	-	1000	-
CFI,Information,GCS,ENT,ENROLL MENT,Customer Install	377-7823	-	1000	-

Subtotal:	\$353,000.00
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$353,000.00
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Item X121.

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



AGENDA ACTION FORM

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

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

Action Form No.: AF-183-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Jessica Harmon
Presentation By: Jessica Harmon

Recommendation:
Approve the Resolution.

Executive Summary:
The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2023-2024 benefiting the general welfare of Kingsport residents. The list of agencies and organizations is attached as supplemental information.

- Attachments:**
- 1. Resolution
 - 2. Supplemental Information
 - 3. Agreements

	<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 AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2023-2024 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

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 Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program and the Healthy Kingsport Program; and the Branch House.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for services in fiscal year 2023-2024, benefiting the general welfare of City of Kingsport residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program and the Healthy Kingsport Program; and the Branch House.

SECTION II. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2023-2024 budget.

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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Supplemental Information – AF-183-2023

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2023-2024 benefiting the general welfare of City of Kingsport residents:

- Children's Advocacy Center of Sullivan County
- Downtown Kingsport Association
- First Tennessee Development District
- First Tennessee Human Resource Agency
- Holston Business Development Center
- Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program
- Kingsport Ballet (DANCE CO. Program)
- Kingsport Housing and Redevelopment Authority for the Redevelopment Program
- Kingsport Theatre Guild
- PETWORKS Animal Services, Inc.
- Symphony Of The Mountains
- Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program
- Kingsport Chamber Foundation for the Small Business Development and Entrepreneurship Program (KOSBE)
- Healthy Kingsport
- Branch House

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

WITNESSETH:

WHEREAS, CHILDREN'S CENTER is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.
2. **DESCRIPTION OF THE PROJECT.** CHILDREN'S CENTER agrees as follows:
 - a) Education and Training Coordination.
 - The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse.
 - b) Medical Examination Program.
 - The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

- c) Child Protective Investigative Team.
 - Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.
 - d) Court Group.
 - The Child Advocacy Center provides several means of support to any child and family who have to appear in court.
 - e) Mother Advocate Program.
 - The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.
 - f) Transportation.
 - The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).
 4. **REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
 5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
 6. **AUDITS.** CHILDREN'S CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls,

and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHILDREN'S CENTER will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.

15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by CHILDREN'S CENTER, or it employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHILDREN'S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:
- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHILDREN'S CENTER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHILDREN'S CENTER and third persons.
 - b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHILDREN'S CENTER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Signatures on next page.]

**Children's Advocacy Center of Sullivan
County, Inc.**

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**DOWNTOWN KINGSPORT ASSOCIATION
“CENTRAL BUSINESS DISTRICT PROJECT”**

THIS AGREEMENT made and entered into as of this ____ day of July, 2023, by and between the City of Kingsport, hereafter called “CITY” and the Downtown Kingsport Association, hereafter called “ASSOCIATION”.

WITNESSETH:

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.
- 2. DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees as follows to undertake the following action items and responsibilities:
 - a) Implement the City’s policy and objectives for and in downtown Kingsport.
 - b) Maintain Main Street certification and implement the Main Street action program.
 - c) Undertake a marketing program for downtown Kingsport, which should include:

1. Providing a printed and digital guide to downtown;
 2. Creating and maintaining an up to date website promoting downtown; and
 3. Partnering with other entities (including CITY Public Information Staff) tasked with promoting Kingsport to provide an all-encompassing marketing approach. Meetings to discuss marketing plans and strategies shall occur no less than 6 times a year.
- d) Become the point of education for downtown stakeholders by conducting workshops for business and property owners. Utilize City of Kingsport staff members and other community members as presenters for knowledge based workshops as it relates to downtown.
- e) Work in partnership with other entities of the Chamber of Commerce and City Economic Development Director to promote vacant and leasable first floor storefronts within the central business district.
- f) Facilitate the installation of seasonal décor around downtown including but not limited to hanging flower baskets in the spring/summer months and the Christmas Decorations in the winter months.
1. Hanging flower basket decisions shall be coordinated with the City Landscape Specialist.
 2. Church Circle Tree decoration shall be the responsibility of the ASSOCIATION. The ASSOCIATION shall coordinate the installation of holiday lights with the City allowing for an appropriate amount of time to be agreed upon.
- g) Produce events that promote downtown, including by way of example:
1. Downtown Wine and Whiskey Festival
 2. Farm to Table Events
 3. Downtown Holiday Loft Tours
 4. First Thursdays
 5. Merchant Open House Events
 6. Christmas Tree Lighting & Parade
 7. Small Business Saturday

8. July 4th Celebration

- h) Work in conjunction with other organizations hosting events in the downtown core to assist in promotion when applicable.
 - i) Facilitate projects that directly relate to the Downtown Master Plan, when appropriate.
 - j) Facilitate any maintenance needed with the Church Circle Improvements.
 - k) Maintain an active Design Committee that takes the initiative in looking for ways to improve aesthetics in the Downtown.
 - l) Such other responsibilities as the board of mayor and aldermen may request and the DKA accept.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed NINETY THOUSAND DOLLARS (\$90,000). FORTY-FIVE THOUSAND DOLLARS (\$45,000) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. FORTY-FIVE THOUSAND DOLLARS (\$45,000) will be paid to the ASSOCIATION on January 1, 2024.
4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will submit a report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The reports are due upon the proper execution of this Agreement by all parties and on January 3, 2024.
5. **REIMBURSEMENT BY CITY.** CITY will review the semiannual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** ASSOCIATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.

- d) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

- 7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
- 8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
- 9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.
- 10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$90,000.00.
- 11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 12. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.
- 13. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. ASSOCIATION will hold regularly scheduled meetings with the ASSOCIATION Board, as stated in ASSOCIATION By-Laws, to provide updates on events, financials and other information as deemed necessary.

14. **PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ASSOCIATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.
 - b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Signatures on next page.]

Downtown Kingsport Association

City of Kingsport, Tennessee

Frank Lett, Secretary

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Attest:

Robin Cleary, Executive Director

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

WITNESSETH:

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.
2. **DESCRIPTION OF THE PROJECT.** FTDD agrees as follows:
 - a) To be a liaison for local governments and state and federal governments.
 - b) To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination functions and technical assistance.
 - c) To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$6,374.00).
4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FTDD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$6,374.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by FTDD, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:

- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FTDD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FTDD and third persons.

- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FTDD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

First Tennessee Development District

City of Kingsport, Tennessee

Signature

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

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE FIRST TENNESSEE HUMAN RESOURCE AGENCY

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

WITNESSETH:

WHEREAS, FIRST TENNESSEE is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.
2. **DESCRIPTION OF THE PROJECT.** FIRST TENNESSEE agrees as follows:
 - a) To provide basic homemaker service to include:
 1. Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
 2. Provide educational assistance with banking, budgeting, and bill payments.
 3. Provide medication pick-up and monitoring as well as assistance with medical appointments and transportation to those appointments.

4. Provide coordination with area agencies and local charities and assistance with utilization of other public services.
 - b) Provide self-sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
4. **REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FIRST TENNESSEE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping, and reporting

system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to

create a partnership, joint venture, or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by FIRST TENNESSEE, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:

- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FIRST TENNESSEE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FIRST TENNESSEE and third persons.
- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FIRST TENNESSEE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Signatures on Next Page.]

First Tennessee Human Resource Agency

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

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE,

AND

**HOLSTON BUSINESS GROUP
SMALL BUSINESS INCUBATOR PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2023, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

WITNESSETH:

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tenn. Code Ann §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tenn. Code Ann §6-54-111 *et seq.*, and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **TERM.** This Agreement will be for a term of twelve (12) months commencing July 1, 2023, through June 30, 2024, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project

expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024, without its written consent.

2. **SCOPE OF WORK.** HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.
3. **MONITORING AND REPORTING REQUIREMENTS.** HOLSTON prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b. A description of the program that serves the residents of the municipality; and
 - c. The proposed use of the municipal assistance.
 - d. A listing of revenue sources detailing what percent of the total operating budget they cover,

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

4. **COMPENSATION.**

- a) CITY will pay HOLSTON Thirty-Three Eight Hundred and Forty Dollars and NO/100 (\$33,840.00) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- b) CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2023; October 1, 2023; January 1, 2024; and April 1, 2024).
- c) CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

- d) The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.
- e) HOLSTON will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

5. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS. HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

6. CHANGED CONDITIONS AFFECTING PERFORMANCE. HOLSTON will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

7. STAFFING.

- a. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.
- b. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability, or any other legally protected status.

8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the obligations of this Agreement, or if HOLSTON violates any of the covenants, agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and written notice specifying such default and HOLSTON will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written

notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

9. **EXTENSION OF AGREEMENT.** The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.
10. **OPERATING INFORMATION.** The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules, and fees.
11. **ASSURANCES.** HOLSTON hereby assures CITY that HOLSTON is legally entitled to funds from CITY.
12. **REPORTING.** HOLSTON will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

[Signatures on next page.]

Holston Business Group

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Attest:

Angela Marshall, Deputy City Recorder

Signature/Title

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION
“KEEP KINGSPORT BEAUTIFUL PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
2. **DESCRIPTION OF THE PROJECT.** FOUNDATION agrees as follows:
 - a) To develop and carry out short term and long-term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:
 - a. Litter prevention.

- i. Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
 - ii. Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
 - iii. Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash, and other undesirable items.
 - iv. Involving the community with the annual Great American Cleanup.
- b. Beautification of the environs.
 - i. Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
 - ii. Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
- c. Promotion of recycling.
- d. Promotion of environmental improvements.
 - i. Increase public awareness through education and promotion.
 - 1. Coordinating the annual Conservation Camp for 4th graders.
 - 2. Maintaining the Environmental Reading program and other educational programs.
- e. Recognition of excellence in environmental and beautification improvements.
- f. Coordinating, preparing, and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
- g. Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.

- h. Continually seek out new funding opportunities through local, state, and federal grants and sponsorships.
 - b) Coordinate with CITY Public Information staff on cross promotion of events and activities.
- 3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY-EIGHT THOUSAND DOLLARS and NO/100 (\$48,000.00).
- 4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of TWENTY-FOUR THOUSAND DOLLARS and NO/100 (\$24,000.00) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.
- 5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- 6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

- 7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting

system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. FOUNDATION is not the

agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by FOUNDATION, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:

- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Signatures on Next Page.]

Kingsport Chamber Foundation

City of Kingsport, Tennessee

Miles Burdine, Secretary

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Attest:

**Sharon Hayes, Director
Keep Kingsport Beautiful**

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT BALLET
“DANCE CO.”

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

WITNESSETH:

WHEREAS, KINGSPORT BALLET is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT BALLET.
2. **DESCRIPTION OF THE PROJECT.** KINGSPORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLET under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS and NO/100 (\$7,200).
4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLET will bill CITY for

payment of funds after July 1, 2023, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** KINGSPORT BALLETT prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. KINGSPORT BALLETT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLETT with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLETT will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLETT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLETT will not assign any rights to

funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLETT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS and NO/100 (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLETT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT BALLETT hereby assures CITY that KINGSPORT BALLETT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLETT will provide any relevant information requested by CITY concerning KINGSPORT BALLETT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and KINGSPORT BALLETT have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to KINGSPORT BALLETT can be used to reimburse KINGSPORT BALLETT for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** KINGSPORT BALLETT will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to KINGSPORT BALLETT assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLETT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. KINGSPORT BALLETT is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither KINGSPORT BALLETT nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by KINGSPORT BALLETT, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

KINGSPORT BALLETT will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:

- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT BALLETT'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT BALLETT and third persons.
- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT BALLETT and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Kingsport Ballet

City of Kingsport, Tennessee

Bertina S. Dew, Executive Director

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY
“REDEVELOPMENT PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

WITNESSETH:

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide administrative services for the City’s Redevelopment Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by KHRA.
2. **DESCRIPTION OF THE PROJECT.** KHRA agrees as follows:
 - a) To provide the City of Kingsport with Redevelopment Program administrative services including, plan preparation, project implementation activities, grants management and preparation, coordination functions and technical/legal assistance.
 - b) Work with the Kingsport Economic Development Board and the City to encourage and promote redevelopment of blighted and underutilized areas of the city.
 - c) Work with the Kingsport Economic Development Board and its Façade and Redevelopment Committee to promote the aesthetics for the downtown area and the redevelopment of downtown properties through the Façade and Redevelopment Grant Program.

- d) KHRA will work with the city to identify and redevelop old industrial sites and infrastructure.
 - e) KHRA will work to complete the redevelopment of all KHRA housing.
 - f) KHRA will work to redevelop existing inventory, including vacant land, or explore alternative uses for the property and present a plan for moving forward.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).
4. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KHRA prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. KHRA will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping, and reporting system consistent

with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed THIRTY THOUSAND AND NO DOLLARS (\$30,000.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2023. In no event shall CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by KHRA, or its employees or agents.

16. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. KHRA will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:

- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KHRA'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KHRA and third persons.

- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KHRA and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Kingsport Housing and Redevelopment Authority

City of Kingsport, Tennessee

Terry Cunningham, Executive Director

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT THEATRE GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

WITNESSETH:

WHEREAS, THEATRE GUILD is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide productions. The staff and actors are from the Greater Tri-Cities area. The THEATER GUILD hosts a Youth Camp and Teen Camp in the summer and partners with Barter Youth Academy to provide workshops in the fall, spring and summer targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.
2. **DESCRIPTION OF THE PROJECT.** THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2023-2024 theatre season.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of

funds after July 1, 2023, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** THEATRE GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105 THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to

funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** THEATRE GUILD will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by THEATRE GUILD, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

THEATRE GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:

- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with THEATRE GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of THEATRE GUILD and third persons.
- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THEATRE GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Kingsport Theatre Guild

City of Kingsport, Tennessee

John Kaywood, Executive Director

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

CITY OF KINGSPORT, TENNESSEE

AND

PETWORKS ANIMAL SERVICES, INC.

OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

WITNESSETH:

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control and animal shelter services; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents; and,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

SECTION 2. DESCRIPTION OF THE PROJECT. CENTER agrees as follows:

- a) Provide shelter, food, and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.

- b) Endeavor to answer all calls for service within the corporate limits, but not required to

maintain a dedicated dispatch employee. CENTER shall have a message on their answering machine that directs callers to leave a message or dial 911 in case of an emergency. Missed calls are expected to be returned the next business day at the latest.

- c) Maintain regular posted hours of operation at its premises, on its website and on all social media platforms operated, such hours being open to the public at a minimum of four (4) hours, five days per week, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, public health emergencies, or other unusual occurrences. Notice of all unscheduled closings should be provided to the CITY prior to closing of the facility.
- d) Provide and be responsible for, all personnel, including a manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. Staff shall be kept at a rate consistent with budgeted positions. Vacant positions shall be filled in a timely manner to eliminate any gap in service. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement. All staff shall be appropriately trained on the day-to-day operations of the CENTER as well as all laws that relate to the CENTER.
- e) Keep the facility safe, secure, clean, and orderly at all times, including both the building and grounds.
- f) Admit animals to the facility on a daily basis, except on those holidays and occurrences when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for Animal Control Officers for after-hours or emergency admissions to the shelter. The following constitutes an emergency:
 - i. Vicious domestic animal or domesticated animal that poses a threat to human life.
 - ii. An animal whose owner law enforcement officials or other government officials have detained and whose welfare depends on being placed into protective custody by animal control.
 - iii. An animal whose life is endangered unless immediate care/assistance is provided.

- iv. Anytime confirmation is made by medical authority or a law enforcement officer that an animal has bitten a human.
- g) CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes.
- h) Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.
- i) Maintain an up-to-date website with hours of operation and phone number.
- j) Maintain an animal lost and found service.
- k) Maintain appropriate administrative records.
- l) Prepare a monthly administrative report for CITY to be delivered no later than the 10th day of each month which will include the following information on the previous month's activities:
 - i. Total number of animals brought in – including when available – the location where the animal came from and identification of the source of the animal;
 - ii. Purpose for which each animal was brought to the facility;
 - iii. Total number of rabies test performed;
 - iv. Number of animals reclaimed by owners – and length of stay;
 - v. Number of animals euthanized;
 - vi. Number of animals remaining at shelter; and
 - vii. Record of all monetary transactions.

In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY as well as a presentation to the Board of Mayor and Aldermen at the end of the third quarter of the fiscal year on the operations of the CENTER.

- m) Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian

treatment, charges etc.)

- n) Provide information on animals brought to the shelter to a newspaper of general circulation within city.
- o) Encourage adoption through appropriate news media, including "Pet of the Week" features, stories, and interviews.
- p) Provide for the training of assistants to work at the shelter.
- q) Abide by all local, state, and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

SECTION 3. RESPONSIBILITY FOR EXPENSES. It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

- a) CENTER will pay for all food for the animals in the program.
- b) CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.
- c) CENTER will perform all necessary cleaning and janitorial functions and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.
- d) CENTER will perform and bear the expense for all euthanasia and will assume responsibility for final disposal of animals.
- e) Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.
- f) CENTER will coordinate with the Tennessee Wildlife Resources Agency and other local organizations for the care, relocation, removal and /or disposal of wild animals in the corporate limits of the CITY.
- g) All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will then have five (5) additional days for adoption of animals. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately euthanized following the waiting period or upon meeting the requirements of

City Ordinance 14-85 be euthanized immediately.

SECTION 4. MAXIMUM PAYMENT. It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (350,000.00), except as approved by CITY. The payment will be made on July 1, 2023.

SECTION 5. PAYMENT BY CITY. Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 6. AUDITS. CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- b) A description of the program that serves the residents of the municipality; and
- c) The proposed use of the municipal assistance.
- d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS. CENTER will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State. CENTER will present bi-annually the accounting and record keeping documents to the CENTER Board of Directors.

SECTION 8. LIABILITY. CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of CENTER, or any of its

agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

- a) CENTER will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers, or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.
- b) CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER, its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.
- c) CENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES. No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by CITY; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement.

SECTION 10. INDEPENDENT CONTRACTOR. CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by CENTER, or its employees or agents.

SECTION 11. CHANGES. This Agreement may be amended only by a written instrument signed by properly authorized representatives of CITY and CENTER.

SECTION 12. ASSIGNMENT AND SUBLETTING. CENTER may not assign this Agreement without the express written consent of CITY.

SECTION 13. TERMINATION. This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The

parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE. CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION 15. ASSURANCES. CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

SECTION 16. OPERATING INFORMATION. CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

SECTION 17. PROJECT TERM. The term of this Agreement will be one (1) year, commencing upon the day and date above written.

SECTION 18. MISCELLANEOUS. This written Agreement represents the entire Agreement of the parties, and except as set out herein, any prior Agreements, understandings, statements, or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Signatures on Next Page.]

Petworks Animal Services, Inc.

City of Kingsport, Tennessee

Michelle Watts, Executive Director

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
SYMPHONY OF THE MOUNTAINS

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

WITNESSETH:

WHEREAS, SYMPHONY is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.
2. **DESCRIPTION OF THE PROJECT.** SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to SYMPHONY under this Agreement will not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).
4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2022, using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** SYMPHONY prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written

notice to the other at least 30 days before the effective date of such termination. In the event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by SYMPHONY, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:
 - a) Any and all claims, demands, losses, damages, defense costs, or liability of any

kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with SYMPHONY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYMPHONY and third persons.

- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYMPHONY and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Symphony of the Mountains

City of Kingsport, Tennessee

Scott Eddlemon, General Manager

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION, INC.
“MOVE TO KINGSPORT PROGRAM”**

THIS AGREEMENT made and entered into as of the 1st day of July, 2023, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

WITNESSETH:

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.*, and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort to enhance current efforts and to actively recruit residents of quality to Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for residential recruitment support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **TERM.** The term for this Agreement is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.

2. SCOPE OF WORK.

- a) The scope of work for this Agreement will be to assist in the enhancement and formulation of the Chamber's program of processing relocation inquiries and relocation recruiting as a non-traditional form of economic development.
- b) Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the community.
- c) CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- d) The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- e) Accordingly, the CHAMBER agrees:
 - i. Establish and continue on with a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate professionals and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors of the Chamber; and
 - ii. To maintain the necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment program; and
 - iii. To provide some or all of the following, as needed:
 - Maintain a dedicated internet web site (movetokingsport.com) as the primary source to recruit people to move to Kingsport.
 - Establish and implement a marketing plan to promote said web site. Coordinate marketing efforts with CITY Public Information Department.
 - Enhance, expand, and synergize existing materials used to respond to relocation inquiries, including a 4-color relocation guide to Kingsport, movetokingsport.com information, Kingsport map, real estate information, employment information and other community information.
 - Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.

- Continue the employer assistance program in recruiting professionals to live and work in Kingsport.

3. **MONITORING AND REPORTING REQUIREMENTS.** CHAMBER will provide CITY with quarterly written reports delivered to the Board of Mayor and Aldermen. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on residential recruitment and will annually report on the measures in the Appendix of this Agreement.

4. **COMPENSATION.**

- a) CITY will pay CHAMBER TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00) for the term of this agreement for services provided as described in Section II Scope of Work.
- b) CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- c) CHAMBER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - i. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - ii. A description of the program that serves the residents of the municipality; and
 - iii. The proposed use of the municipal assistance.
 - iv. A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. §6-56-105. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records,

and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

CHAMBER will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

5. **ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.** The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.
6. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHAMBER will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
7. **STAFFING.**
 - a) CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.
 - b) In carrying out the work of this Agreement, CHAMBER will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability, or any other legally protected status.
8. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00)
9. **EXTENSION OF AGREEMENT.** The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.
10. **OPERATING INFORMATION.** The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements,

annual financial statements, and audit reports, schedules, and fees.

11. **CITY-DESIGNATED REPRESENTATIVES.** The City Manager will serve as the CITY representative on the Board of CHAMBER and will be entitled to attend all meetings of CHAMBER and participate on all issues before the Board.
12. **ASSURANCES.** CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.
13. **INDEPENDENT CONTRACTOR.** CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither CHAMBER nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by CHAMBER, or their employees or agents.
14. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:
 - a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.
 - b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

[Signatures on Next Page.]

Kingsport Chamber Foundation

City of Kingsport, Tennessee

Miles Burdine, Secretary

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Attest:

**Frank Lett, Director
Visit Kingsport**

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION
“SMALL BUSINESS DEVELOPMENT
AND ENTREPRENEURSHIP PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2023, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "FOUNDATION".

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.*, and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that FOUNDATION be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the FOUNDATION is willing to create the Office of Small Business Development and Entrepreneurship; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **TERM.** The term for this Agreement is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.

2. **SCOPE OF WORK.**

- a) The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship. Notwithstanding anything in this agreement to the contrary, all funds provided by the CITY under this agreement will be used only to accomplish the purposes set forth in this Section II.
- b) Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by FOUNDATION with input from CITY and other members of the small business community.
- c) FOUNDATION will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- d) The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- e) Under separate agreement, FOUNDATION may manage the small business incubator program.
- F. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by FOUNDATION pursuant to this Agreement. Accordingly, the FOUNDATION agrees:
 - 1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
 - 2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and
 - 3. Coordinate with CITY Public Information staff on Marketing and Promotion of

events related to FOUNDATION programming; and

4. To provide some or all of the following, as needed:

- i. Establish an education course in entrepreneurship – “School of Entrepreneurship-Small Business University” . . .Celebrate both success and failure to encourage risk taking.
- ii. Establish a pool of funds (loans, grants, venture capital)
- iii. Expand the Business Advisory Panel. Make it available to more businesses. (Make it mandatory for those who receive a loan, grant, venture capital.)
- iv. Establish incentives program.
- v. Continue seminars & training opportunities.
- vi. Live Here. Play Here. Shop Here. Dine Here. “Shop Here First Program”
- vii. Establish a database of goods and services available and/or needed locally – Business-to-Business.
- viii. Create an environment that makes Kingsport the location of choice for healthcare providers.
- ix. Link to Holston Business Development Center.
- x. Link to FOUNDATION networking opportunities.
- xi. Link to local business parks and retail/commercial locations.
- xii. Link to KHRA for redevelopment opportunities.
- xiii. Link to developers.
- xiv. Link to government agencies (especially city).
- xv. Link to KEDP.
- xvi. Solicit and address concerns/problems from existing businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development

- xvii. Maintain a working knowledge of available state/federal programs that can assist small business.
- xviii. Link to grant writers as appropriate (critical for technology-based businesses).
- xix. Link to Sullivan County Economic Development Partnership
- xx. Link to tourism (KCVB & NETTA)
- xxi. Link to First Tennessee Development District
- xxii. Link to Northeast Tennessee Tech Council
- xxiii. Recruit people to start businesses in Kingsport (Local, national & international)
- xxiv. Create positive attitude for doing business in Kingsport.
- xxv. Continue lobbying local, state & federal officials for the benefit of small business.
- xxvi. Develop program for employee recruiters (Program will be similar to one developed for physicians)
- xxvii. Continue *Kingsport Times-News* Small Business Start-up Contest
- xxviii. Emphasize Ribbon Cuttings / Groundbreakings
- xxix. Expand program that helps businesses recruit key employees.

3. MONITORING AND REPORTING REQUIREMENTS. FOUNDATION will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March FOUNDATION will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by FOUNDATION toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, FOUNDATION will assess the impact its efforts have had on small business growth and development and will annually report on the measures in the Appendix of this Agreement.

4. COMPENSATION.

a) CITY will pay FOUNDATION ONE HUNDRED THOUSAND and NO/100 Dollars

annually for services provided under this Agreement as described in Section II Scope of Work.

- b) CITY will pay the FOUNDATION FIFTY THOUSAND DOLLARS and NO/100 (\$50,000) on July 1, 2023, and FIFTY THOUSAND DOLLARS and NO/100 (\$50,000) January 1, 2024, provided the agreement is not otherwise terminated.
- c) FOUNDATION will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000- \$50,000) from sources other than CITY to fund the balance of this program. FOUNDATION will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line-item reports used by city departments. FOUNDATION will also provide some in kind contributions including work from members of the staff of FOUNDATION to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- d) CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- e) FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - i. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - ii. A description of the program that serves the residents of the municipality; and
 - iii. The proposed use of the municipal assistance.
 - iv. A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105.

FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

f) FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

5. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS. The FOUNDATION will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. FOUNDATION will not assign any rights to funds provided herein without the prior written authorization of the CITY.

6. CHANGED CONDITIONS AFFECTING PERFORMANCE. FOUNDATION will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

7. STAFFING.

a) FOUNDATION will pay its employees under this Agreement at least the Federal Minimum Wage.

b) In carrying out the work of this Agreement, FOUNDATION will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability, or any other legally protected status.

8. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed ONE HUNDRED THOUSAND and NO/100 Dollars (\$100,000).

9. EXTENSION OF AGREEMENT. The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

10. OPERATING INFORMATION. The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. FOUNDATION

designates the Corporate Secretary as its representative for this Agreement. FOUNDATION will provide any relevant information requested by CITY concerning the small business program of FOUNDATION, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules, and fees.

11. **CITY-DESIGNATED REPRESENTATIVES.** The City Manager will serve as the CITY representative on the Board of FOUNDATION and will be entitled to attend all meetings of FOUNDATION and participate on all issues before the Board.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
14. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither FOUNDATION nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by FOUNDATION, or their employees or agents.
15. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:
 - a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.
 - b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

Kingsport Chamber Foundation

City of Kingsport, Tennessee

Miles Burdine, Secretary

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Attest:

Angela Marshall, Deputy City Recorder

**Aundrea Salyer, Executive Director
Office of Small Business Development &
Entrepreneurship**

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION
“HEALTHY KINGSPORT PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Healthy Kingsport Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
2. **DESCRIPTION OF THE PROJECT.** FOUNDATION will work to develop and promote programs designed to promote positive health outcomes and provide information to improve the health for the citizens of Kingsport. FOUNDATION agrees as follows to undertake the following action items and responsibilities:
 - a) Work in coordination with the City Leisure Service Departments to promote recreational activities.
 - b) Create programming that focuses on healthy initiatives that can be done year-round.

- c) Produce events located in different areas throughout the entire City Limits that reflect FOUNDATION initiatives.
 - d) Work with the Kingsport City School system to create programming centered on a healthy lifestyle including but not limited to smoking prevention, substance abuse, underage drinking, nutrition, and exercise.
 - e) Maintain a website with up-to-date information on topics to general health and wellbeing as well as event and partner opportunities.
 - f) Coordinate Marketing/Promotions with CITY public information staff.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FIFTY THOUSAND DOLLARS (\$50,000).
4. **REQUEST FOR REIMBURSEMENT.** FOUNDATION will bill CITY for payment of funds after July 1, 2023, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION

with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

16. INDEPENDENT CONTRACTOR. FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:

- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.
- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Signatures on Next Page.]

Kingsport Chamber Foundation

City of Kingsport, Tennessee

Miles Burdine, Secretary

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Attest:

Angela Marshall, Deputy City Recorder

Director, Healthy Kingsport

Approved as to form:

Rodney B. Rowlett, III, City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
BRANCH HOUSE FAMILY JUSTICE CENTER
“BRANCH HOUSE”

THIS AGREEMENT made and entered into as of this 1st day of July, 2023, by and between the City of Kingsport, hereinafter called "CITY", and the Branch House Family Justice Center, hereinafter called "BRANCH HOUSE".

WITNESSETH:

WHEREAS, BRANCH HOUSE is a not-for-profit agency as defined by Tenn. Code Ann. §§6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tenn. Code Ann. §6-54-111 *et seq.* to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, BRANCH HOUSE will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist BRANCH HOUSE with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by BRANCH HOUSE.
2. **DESCRIPTION OF THE PROJECT.** BRANCH HOUSE agrees to coordinate free services for survivors and provides assistance for meeting immediate and long-term needs, including medical and legal assistance. On-site services include representatives from local agencies that have been specially trained to provide assistance to people who have experienced domestic or sexual violence.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to BRANCH HOUSE under this Agreement will not exceed TWENTY-FIVE THOUSAND DOLLARS and NO/100 (\$25,000).

4. **REQUEST FOR REIMBURSEMENT.** BRANCH HOUSE will bill CITY for payment of funds after July 1, 2023, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** BRANCH HOUSE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - b) A description of the program that serves the residents of the municipality; and
 - c) The proposed use of the municipal assistance.
 - d) A listing of revenue sources detailing what percent of the total operating budget they cover.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105. BRANCH HOUSE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of BRANCH HOUSE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** BRANCH HOUSE will establish and maintain an accounting, record-keeping, and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. BRANCH HOUSE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** BRANCH HOUSE will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, BRANCH HOUSE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY-FIVE THOUSAND DOLLARS and NO/100 (\$25,000).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** BRANCH HOUSE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** BRANCH HOUSE hereby assures CITY that BRANCH HOUSE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** BRANCH HOUSE will provide any relevant information requested by CITY concerning BRANCH HOUSE's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules, and fees.
14. **PROJECT TERM.** CITY and BRANCH HOUSE have previously agreed that the project term for this contract is from July 1, 2023, to June 30, 2024. Accordingly, funds allocated by CITY to BRANCH HOUSE can be used to reimburse BRANCH HOUSE for eligible project expenses beginning on July 1, 2023. In no event will CITY participate in project expenses incurred after June 30, 2024.
15. **REPORTING.** BRANCH HOUSE will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to BRANCH HOUSE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** BRANCH HOUSE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. BRANCH HOUSE is not the agent of the CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY. Neither BRANCH HOUSE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrongdoing by BRANCH HOUSE, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. BRANCH HOUSE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees, and volunteers from and against:

- a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with BRANCH HOUSE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of BRANCH HOUSE and third persons.
- b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to BRANCH HOUSE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

Branch House

City of Kingsport, Tennessee

Deb Richmond, Executive Director

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Authorizing the Issuance of General Obligation Public Improvement Bond, Series 2023 in an Amount Not to Exceed \$63,500,000

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

Action Form No.: AF-201-2023
 Work Session: June 19, 2023
 First Reading: N/A
 Final Adoption: June 20, 2023
 Staff Work By: Lisa Winkle
 Presentation By: Chris McCartt

Recommendation:

Approve the Initial and Detailed Bond Resolutions authorizing the issuance of General Obligation Public Improvement Bonds, Series 2023 in an amount not to exceed \$63,500,000.

Executive Summary:

General Obligation Public Improvement Bonds, Series 2023 will fund the Capital Improvement Plan (CIP) that was approved with the FY2024 Budget. The detail list of capital projects is attached. Totals are as follows:

- ❖ General and School Fund Projects – to be repaid from General Operating Revenue \$41,400,000
- ❖ Sewer Projects – to be repaid from Sewer System User Fees \$11,600,000
- ❖ Water Projects – to be repaid from Water System User Fees \$9,900,000

A projected debt service schedule based on recent market conditions has been prepared for the proposed General Obligation Public Improvement Bonds, Series 2023 by our Municipal Advisor Raymond James & Associates and is attached for your review. Final schedules will be provided after the bonds are sold.

Adoption of the initial bond resolution will allow staff to proceed with the advertisement of the resolution and the City’s intent to issue bonds. This will begin the required 20-day period during which protest petitions may be filed with the City.

Attachments:

1. Initial Bond Resolution
2. Detailed Bond Resolution
3. FY2024 Schedule of Projects to be Funded
4. GO Bonds, Series 2023 – Estimated Debt Service Schedules
5. Amendment IV to Municipal Advisory Agreement

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

Item X123.

RESOLUTION NO. _____

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$63,500,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023 OF THE CITY OF KINGSPORT, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of the City of Kingsport, Tennessee (the “Municipality”), to issue its General Obligation Public Improvement Bonds, Series 2023 (the “Bonds”), for the purpose of financing certain public works projects, as hereinafter specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE:

SECTION 1. That for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition of public art; acquisition, construction, improvement and renovation of public school facilities, including replacement of the Dobyns-Bennett High School dome; acquisition, construction, renovation, improvement and equipping of public buildings within the Municipality, including expansion of the justice center and renovation of the library; construction, expansion and improvement of roads, streets, bridges and infrastructure; construction, expansion and improvement of the Municipality’s water system; construction, expansion and improvement of the Municipality’s sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs; to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bonds, the issuance of the Bonds of the Municipality in the aggregate principal amount of not to exceed Sixty-Three Million Five Hundred Thousand Dollars (\$63,500,000) is hereby authorized. The Bonds shall be issued at a date, at a rate or rates of interest not to exceed the maximum rate allowed by law, and upon terms and conditions to be later determined.

SECTION 2. That the principal of, premium, if any, and interest on, the Bonds, shall be payable from funds of the Municipality legally available therefor, and to the extent necessary, from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Bonds, the full faith and credit of the Municipality will be irrevocably pledged. To the extent the proceeds of the Bonds are used to fund projects for the Municipality’s water and sewer system, such Bonds shall additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality’s water and sewer system.

SECTION 3. That the Bonds described and authorized by this Resolution shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended (the “Act”).

SECTION 4. That after the adoption of this Resolution, the Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. That this Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 20th day of June, 2023.

MAYOR

ATTEST:

APPROVED AS TO FORM:

RECORDER

CITY ATTORNEY

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Kingsport, Tennessee, shall have been filed with the Recorder protesting the issuance of the Bonds, such Bonds will be issued as proposed.

STATE OF TENNESSEE)
COUNTIES OF HAWKINS AND)
SULLIVAN)

I, Lisa E. Winkle, hereby certify that I am the duly qualified and acting Recorder of the City of Kingsport, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of an Initial Resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen of said Municipality held on June 20, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$63,500,000 General Obligation Public Improvement Bonds, Series 2023 of said Municipality; (4) that the actions by the said Board of Mayor and Aldermen, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board of Mayor and Aldermen was present and acting throughout the meeting.

WITNESS my official signature and seal of said Municipality this 20th day of June, 2023.

RECORDER

(SEAL)

RESOLUTION NO. _____

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 KINGSPORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

WHEREAS, on June 20, 2023, the Board of Mayor and Aldermen (the “Board”) of the City of Kingsport, Sullivan and Hawkins Counties, Tennessee (the “Municipality”), adopted an “Initial Resolution Authorizing the Issuance of Not to Exceed \$63,500,000 General Obligation Public Improvement Bonds, Series 2023 of the City of Kingsport, Tennessee, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto” (the “Initial Resolution”), authorizing and directing, among other things, the issuance by the Municipality of its general obligation public improvement bonds for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition of public art; acquisition, construction, improvement and renovation of public school facilities, including replacement of the Dobyns-Bennett High School dome; acquisition, construction, renovation, improvement and equipping of public buildings within the Municipality, including expansion of the justice center and renovation of the library; construction, expansion and improvement of roads, streets, bridges and infrastructure; construction, expansion and improvement of the Municipality’s water system; construction, expansion and improvement of the Municipality’s sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs (collectively, the “Project”); to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bonds;

WHEREAS, the Recorder of the Municipality published a copy of the Initial Resolution and the Notice required by Section 9-21-206, Tennessee Code Annotated, as amended, in a newspaper of general circulation within the Municipality;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell bonds for the purpose of financing the Project;

WHEREAS, the Initial Resolution authorized payment of the principal of, interest on, and the premium, if any, of the bonds from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount, and for the punctual payment of said principal of, premium, if any, and interest on, the Bonds, the full faith and credit of the Municipality will be irrevocably pledged; and to the extent the proceeds of the Bonds are used to fund projects for the Municipality’s water and sewer system, such Bonds shall additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality’s water and sewer system;

WHEREAS, the Board finds that it is necessary and desirable to issue not to exceed \$63,500,000 General Obligation Public Improvement Bonds, Series 2023 (the “Bonds”), for the purposes of financing the costs of the Project, reimbursing the Municipality, paying capitalized interest, and paying costs incident to the issuance of the Bonds;

WHEREAS, it is necessary to authorize an official statement in connection with the issuance of the Bonds; and,

WHEREAS, it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of the Bonds:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

“Act” shall mean Title 9, Chapter 21, Tennessee Code Annotated, as amended.

“Authorized Representative of the Municipality” means the then Mayor, the then Recorder, or the then Treasurer, of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

“Board” means the Board of Mayor and Aldermen of the Municipality.

“Bond” means, individually, and “Bonds” means, collectively, the General Obligation Public Improvement Bonds, Series 2023 of the Municipality, authorized to be issued by this Resolution of the Board.

“Bond Counsel” means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

“Bondholder,” “Owner,” or any similar term, when used with reference to the Bonds, means any Person who shall be the registered owner of any then Outstanding Bond or Bonds.

“City Attorney” means the duly appointed City Attorney of the Municipality, or his or her successors.

“Closing Date” means the date of sale, delivery, and payment of the Bonds.

“Code” means the United States Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds, and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or effect the Bonds.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed by the Municipality and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“DTC” means The Depository Trust Company, New York, New York.

“Government Obligations” means any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of federal agencies to the extent unconditionally guaranteed by the United States of America, which Bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

“Interest Payment Date” means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

“Mayor” means the duly elected, qualified, and acting Mayor of the Municipality, or his or her successors.

“Outstanding,” “Bonds Outstanding,” or “Outstanding Bonds” means, as of a particular date, all Bonds issued and delivered and authenticated under this Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the Municipality at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the Municipality for the benefit of the Owner thereof; (3) any Bond in lieu of or in substitution for which another Bond shall have been delivered and authenticated pursuant to this Resolution, unless proof satisfactory to the Municipality is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (4) any Bond deemed paid under the provisions of this Resolution, except that any such Bond shall be considered Outstanding until the maturity thereof only for the purposes of being exchanged, transferred, or registered.

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Principal Payment Date” means each date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

“Recorder” means the duly appointed, qualified, and acting Recorder of the Municipality, or his or her successors.

“Registration Agent” means the registration agent selected by the Municipality, or its successor or successors hereafter appointed in the manner provided in this Resolution.

“Resolution” means this Resolution, as supplemented and amended.

“State” means the State of Tennessee.

“Treasurer” means the duly appointed, qualified, and acting Treasurer of the Municipality, or his or her successors.

Section 3. Authorization. For the purpose of providing funds to finance the Project, to reimburse the Municipality, to pay capitalized interest, to pay legal, fiscal, administrative, and engineering costs, and to pay costs incident to the issuance of the Bonds, there is hereby authorized to be issued General Obligation Public Improvement Bonds, Series 2023 of the Municipality, in the aggregate principal amount of not to exceed Sixty-Three Million Five Hundred Thousand Dollars (\$63,500,000), or such lesser aggregate amount as may be determined by the Authorized Representatives of the Municipality executing the Bonds. No Bonds may be issued under the provisions of this Resolution except in accordance herewith.

Section 4. Form of Bonds; Execution. (a) The Bonds, or any series thereof, are issuable only as fully registered bonds, without coupons, in the denomination of \$5,000 or any integral multiple thereof. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit “A” attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality. Each series of Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Recorder, and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon, and shall be approved as to form by the manual or facsimile signature of the City Attorney. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of an officer of the Registration Agent on the certificate set forth on the Bonds.

(c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in

office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the Municipality to sign such Bond, although on the respective dates of the adoption by the Municipality of this Resolution, such individuals may not have been such officers.

Section 5. Maturities, Interest Rates, Payment, and Certain Other Provisions of Bonds.

(a) The Bonds shall be issued in one or more series, and subject to the adjustments permitted under Section 19 hereof, shall be known as “General Obligation Public Improvement Bonds, Series 2023”, shall be dated as of the date of issuance and delivery, and shall have such series designation or other dated date as shall be determined by the Mayor pursuant to Section 19 hereof. The Bonds shall be issued at a date, at a rate or rates of interest not to exceed the maximum rate allowed by law, and upon terms and conditions to be determined. The Bonds shall bear interest from the date thereof at a rate or rates to be hereafter determined by the Municipality when said Bonds, or any series thereof, are sold, but not exceeding the maximum rate allowed by law, such interest being payable (subject to the adjustments permitted under Section 19 hereof) semi-annually on the first day of March and September of each year, commencing March 1, 2024. Subject to the adjustments permitted pursuant to Section 19 hereof, the Bonds shall mature serially or be subject to mandatory redemption and be payable on March 1 of each year, subject to prior optional redemption, as hereinafter provided, either serially or through mandatory redemption, in the years 2025 through 2053, inclusive.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal of, and the premium, if any, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond.

(b) Interest on the Bonds shall be payable by check or other form of draft of the Registration Agent deposited by the Registration Agent in the United States mail, first-class postage prepaid, in sealed envelopes, addressed to the Owners of such Bonds, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Registration Agent as of the close of business on the fifteenth (15th) calendar day of the month next preceding the applicable Interest Payment Date (the “Regular Record Date”). The principal or redemption price, if any, of all Bonds shall be payable upon presentation and surrender of such Bonds at the principal corporate trust office of the Registration Agent. All payments of the principal of, premium, if any, and interest on, the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(c) Any interest on any Bond which is payable but is not punctually paid or duly provided for on any Interest Payment Date on which interest is due (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the Owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by check or other form of draft of the Registration Agent to the persons in whose names the Bonds are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangement satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) calendar days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) calendar days prior to the date of the proposed payment to the Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) calendar days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Owner at the address thereof as it appears in the registration books of the Municipality maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any Owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on, the Bonds when due.

(d) The Bonds will be made eligible for processing by DTC. The Bonds in the form of one global Bond for each maturity need not be lithographed or printed on steel engraved or printed borders. Except as otherwise provided in this Section, the Bonds shall be registered in the name of Cede & Co. as nominee of DTC. The Municipality may discontinue use of DTC as depository for the Bonds at any time upon determination by the Municipality that the use of DTC is no longer in the best interest of the beneficial owners of the Bonds. Registered ownership of the Bonds may be transferred on the registration books maintained by the Registration Agent and the Bonds may be delivered in physical form to the following:

- (i) any successor of DTC or its nominee;
- (ii) any substitute depository upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the Municipality that DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; or,

(iii) any Person, upon (a) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (b) termination by the Municipality of the use of DTC (or substitute depository or its successor).

(e) The Registration Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including, but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. The Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this subsection (e) of this Section 5.

Section 6. Redemption. (a) Subject to the adjustments permitted under Section 19 hereof, the Bonds maturing March 1, 2025 through March 1, 2032, are not subject to redemption prior to maturity. The Bonds maturing on and after March 1, 2033, are subject to redemption prior to maturity on March 1, 2032, and at any time thereafter, at the option of the Municipality, as a whole or in part, in integral multiples of \$5,000 (less than all Bonds of a single maturity to be selected by lot by the Registration Agent), at the price of par, plus accrued interest to the date fixed for redemption.

(b) Notice of intended redemption shall be given by the Registration Agent on behalf of the Municipality to the Owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the registration books kept by the Registration Agent. Notice of intended redemption shall be given not less than thirty (30) calendar days, nor more than sixty (60) calendar days prior to the date fixed for redemption. Each such notice of redemption shall state: (1) the redemption date; (2) the redemption price; (3) if less than all Outstanding Bonds are to be redeemed, the registered number and the CUSIP number printed on the Bonds (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (4) that on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date provided sufficient funds are available on such redemption date to fully pay the redemption price of and the interest on the Bonds called for redemption; and, (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Registration Agent. Neither failure to mail any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which notice was correctly given.

(c) If notice of redemption shall have been given in the manner and under the conditions provided herein and if on the date so designated for redemption the Registration Agent shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Bonds to be redeemed as provided in this Resolution, then: (1) the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date; (2) interest on the Bonds so called for redemption shall cease to accrue; and, (3) such Bonds shall no

longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registration Agent.

(d) Prior to any redemption date, the Municipality shall deposit with the Registration Agent an amount of money sufficient to pay the redemption price of all of the Bonds or portions of Bonds which are to be redeemed on that date.

(e) If on the redemption date, monies for the redemption of all Bonds or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registration Agent so as to be available therefor on such date, the Bonds or portions thereof so called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution.

(f) In case any Bond is of a denomination larger than \$5,000, a portion of such Bond—\$5,000 or any integral multiple thereof—may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. In selecting Bonds for redemption, the Municipality shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If part but not all of a Bond shall be selected for redemption, the Owner thereof or his, her, or its legal representative shall present and surrender such Bond to the Registration Agent for payment of the principal amount thereof so called for redemption and the premium, if any, on such principal amount thereof so called for redemption, and the Municipality shall execute and the Registration Agent shall authenticate and deliver to such Owner or legal representative, without charge therefor, for the unredeemed portion of the Bond surrendered, a Bond or Bonds of the same maturity, bearing the same interest rate, and of authorized denomination or denominations.

Section 7. Negotiability of Bonds. All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 8. Registration Books and Registration Agent. (a) The Municipality shall appoint a registration agent and paying agent (the “Registration Agent”) with respect to the Bonds and authorizes the Registration Agent, so long as any of the Bonds shall remain Outstanding, to maintain at the principal corporate trust office of the Registration Agent, books for the registration and transfer of the Bonds on behalf of the Municipality. The Registration Agent shall register in such books and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any Bond entitled to registration or transfer and to authenticate and deliver the Bonds either at original issuance, upon transfer, or as otherwise directed by the Municipality. The Registration Agent is authorized to make all payments of principal, interest, and redemption premium, if any, with respect to the Bonds.

(b) The Registration Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by a written instrument of acceptance executed and delivered to the Recorder prior to or on the Closing Date.

Section 9. Exchange of Bonds. Bonds upon surrender thereof at the principal corporate trust office of the Registration Agent, together with an assignment of such Bonds duly executed by the Owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Bonds surrendered for exchange.

Section 10. Transfer of Bonds. (a) Each Bond shall be transferable only on the registration books maintained by the Registration Agent at the principal corporate trust office of the Registration Agent, upon the surrender for cancellation thereof at the principal corporate trust office of the Registration Agent, together with an assignment of such Bond duly executed by the Owner thereof or his, her, or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Registration Agent shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The Municipality and the Registration Agent may deem and treat the Person in whose name any Bond shall be registered upon the registration books maintained by the Registration Agent as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or redemption price of, and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Registration Agent upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

Section 11. Regulations with Respect to Exchanges and Transfers. (a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute, and the Registration Agent shall deliver, Bonds in accordance with the provisions of this Resolution. For every exchange or transfer of Bonds, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

(b) Neither the Municipality nor the Registration Agent shall be obligated to exchange or transfer any Bond during the fifteen (15) calendar days next preceding an Interest Payment Date or the first mailing of any notice of redemption or with respect to any Bond, after such Bond has been called for redemption.

Section 12. Mutilated, Lost, Stolen, or Destroyed Bonds. (a) In the event any Bond is mutilated, lost, stolen, or destroyed, the Municipality may execute, and upon the request of an Authorized Representative of the Municipality and the Registration Agent shall deliver, a new Bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the Municipality and the Registration Agent: (1) such security or indemnity as may be required by an Authorized Representative of the Municipality to save the Municipality and the Registration Agent harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, an Authorized Representative of the Municipality and the Registration Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the Municipality and the Registration Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, an Authorized Representative of the Municipality may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorneys' fees, incurred by the Municipality and the Registration Agent in connection therewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the Municipality and the Registration Agent such security or indemnity as an Authorized Representative of the Municipality and the Registration Agent may require to save the Municipality and the Registration Agent harmless and evidence to the satisfaction of an Authorized Representative of the Municipality and the Registration Agent, of the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the Municipality (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 13. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Registration Agent shall be entitled to the rights, benefits, and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Registration Agent. Such executed certificate of authentication

by the Registration Agent upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution as of the date of authentication. The certificate of authentication of the Registration Agent on any Bond shall be deemed to have been duly executed if manually signed by an authorized officer of the Registration Agent, but it shall not be necessary that the same officer sign and date the certificate of authentication on all Bonds that may be issued hereunder.

Section 14. Permitted Acts and Functions of Registration Agent. The Registration Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registration Agent.

Section 15. Resignation or Removal of the Registration Agent and Appointment of Successors. (a) The Registration Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) calendar days' written notice to the Recorder; provided, however, until a successor Registration Agent is appointed the Registration Agent shall continue to carry out the duties and obligations of the Registration Agent created by this Resolution. The Registration Agent may be removed at any time by resolution of the Municipality filed with such Registration Agent. Any successor Registration Agent shall be appointed by resolution of the Municipality and shall be a trust company or a bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Fifty Million Dollars (\$50,000,000), and be willing and able to accept the office of Registration Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.

(b) In the event of the resignation or removal of the Registration Agent, such Registration Agent shall pay over, assign, and deliver any monies held by it as Registration Agent, and all books and records held by it as Registration Agent, to its successor, or if there be no successor then appointed, to the Recorder until such successor be appointed.

Section 16. Merger or Consolidation of Registration Agent. Any corporation or association into which the Registration Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registration Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding.

Section 17. Source of Payment and Security. The Bonds, including the principal thereof, the premium, if any, and the interest thereon, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Bonds shall be a direct general obligation of the Municipality, for which the

punctual payment of the principal of, premium, if any, and interest on the Bonds the full faith and credit of the Municipality is hereby irrevocably pledged. To the extent the proceeds of the Bonds are used to fund projects for the Municipality's water and sewer system, such Bonds shall additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality's water and sewer system.

Section 18. Levy of Taxes. For the purpose of providing for the payment of the principal of, premium, if any, and interest on, the Bonds, to the extent necessary, there shall be levied in each year in which such Bonds shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal, premium, if any, and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the General Fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in General Fund of the Municipality, and used for the payment of principal and interest on the Bonds as the same shall become due.

Section 19. Sale of Bonds. (a) The Bonds shall be sold at public sale (the "Public Sale") in the manner provided by law, in one or more series, at a price of not less than ninety-nine percent (99%) of par, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with Raymond James & Associates, Inc., Nashville, Tennessee, the Municipality's municipal advisor (the "Municipal Advisor"). The Bonds, or any series thereof, shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown authorized in Section 3 hereof for each series, and to make corresponding adjustments to the maturity dates of each series designated in Section 5 hereof; provided, however, that the total aggregate principal amount of all series issued does not exceed the total aggregate amount of Bonds authorized to be issued hereunder.

(c) The Mayor is further authorized:

- (1) to change the dated date of the Bonds or any series thereof;
- (2) to specify the series designation of the Bonds, or any series thereof, to a designation;

(3) to change the first interest payment date on the Bonds, or any series thereof, to a date other than March 1, 2024, provided that such date is not later than twelve (12) months from the dated date of such series of Bonds;

(4) to adjust the principal and interest payment dates and determined maturity or mandatory redemption amounts of the Bonds, or any series thereof, provided that (i) the total principal amount of all series of Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds, or any series thereof, is a date not earlier than March 1, 2025 and (iii) the final maturity date of each series of Bonds shall not exceed twenty (20) fiscal years from the dated date of its series;

(5) to change the optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds, or any series thereof, does not exceed two percent (2%) of the principal amount thereof;

(6) to sell the Bonds, or any series thereof, or any maturities thereof, as term bonds with mandatory redemption requirements as determined by the Mayor, as the Mayor shall deem most advantageous to the Municipality; and,

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Municipality and to enter into agreements with such insurance company with respect to any series of Bonds to the extent not inconsistent with this Resolution.

(d) The Mayor of the Municipality is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Board. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Board, in one or more series, as the Mayor shall deem to be advantageous to the Municipality, and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than “General Obligation Public Improvement Bonds, Series 2023”; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this Resolution or bonds authorized by other resolution or resolutions adopted by the Board.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate allowed by law. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Board with respect thereto shall be required. The form of the Bond attached hereto as Exhibit “A,” shall be conformed to reflect any changes made pursuant to this Section.

(f) The Mayor and the Recorder are authorized to cause the Bonds to be authenticated and delivered to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. Notice of such Public Sale shall be given in accordance with the provisions of the Act.

Section 20. Approval of Preliminary Official Statement and Official Statement. (a) The Mayor, the Recorder, and the City Manager, or any of them, working with the Municipal Advisor, are hereby authorized to cause the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement in connection with the sale of the Bonds in such form and containing such information as the Mayor shall determine appropriate and consistent with the terms of this Resolution and to deem the Preliminary Official Statement final for the purpose of Securities and Exchange Commission Rule 15c(2)(12).

(b) The Board hereby authorizes an Official Statement of the Municipality substantially in the form of the Preliminary Official Statement relating to the Bonds, with such modifications thereto as the Mayor and the Recorder approve. The Mayor and Recorder are hereby authorized and directed to execute copies of said Official Statement and to deliver said Official Statement to the purchaser of such Bonds, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the Board hereby consents to the lawful use of said Official Statement and the information contained therein in connection with the public offering and sale of the Bonds by the initial purchaser of such Bonds. The Mayor and the Recorder are authorized to deem the Official Statement final for the purpose of Securities and Exchange Commission Rule 15(c)(2)(12).

(c) The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of pricing and other information.

Section 21. Disposition of Bond Proceeds and Other Funds. The proceeds of the sale of the Bonds and certain other funds shall be used and applied as follows:

(a) Accrued interest, if any, shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof and used to pay interest on the Bonds on the first Interest Payment Date following delivery of the Bonds.

(b) The remaining proceeds from the sale of the Bonds (including premium, if any, received) shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund, which is hereby authorized to be created, to be known as the “General Obligation Public Improvement Bonds, Series 2023, Project Fund,” or such other series designation as shall be determined by the Mayor (the “Project Fund”), to be kept separate and apart from all other funds of the Municipality. The funds in the Project Fund shall be disbursed solely to pay the costs of the Project, to reimburse the Municipality, to pay capitalized interest, and to pay costs incurred in connection with the

issuance of the Bonds, including necessary legal, accounting, engineering, and fiscal expenses, printing, advertising, and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds and the financing of the Project. Monies in the Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any. Monies in the Project Fund shall be expended only for the purposes authorized by this Resolution. Monies if any, remaining in the Project Fund upon completion of the purposes authorized by this Resolution shall be transferred to the Bond Fund and used to pay principal of and interest on the Bonds. Monies in the Project Fund may be invested as directed by an Authorized Representative of the Municipality in any investment authorized for municipal funds under the applicable laws of the State of Tennessee. All income derived from such investments shall be deposited in the Bond Fund and used to pay principal and interest on the Bonds, unless, by resolution, the Municipality directs retention of such earning in the Project Fund to pay the costs of the Project.

(c) Any amounts remaining from the principal proceeds of the sale of the Bonds shall be used for the purpose of paying the costs incurred in connection with the issuance of the Bonds.

Section 22. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Bonds. Therefore, the Board of the Municipality finds and determines, as follows:

(a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;

(b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Bonds;

(c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Bonds for the purpose of financing the Project;

(d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Bonds are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Bonds to finance the costs of the Project and other related expenditures in an amount not to exceed \$63,500,000. Pending the issuance of such Bonds, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Bonds.

Section 23. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of any series of tax-exempt Bonds issued hereunder that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other source, will not be used in a manner which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the Municipality represents that in the event it shall be required by Section 148(f) of the Code to pay “Rebatable Arbitrage,” as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owners of the Bonds for purposes of federal income taxation.

Section 24. Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the Municipality to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Municipality to comply with its obligations under this Section. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the Owner of any Bonds for federal income tax purposes.

Section 25. Amendments. After the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owners of all the Outstanding Bonds have been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Bondholders. The laws of the State of Tennessee shall govern this Resolution.

Section 26. No Action to be Taken Affecting Validity of the Bonds. The Board hereby covenants and agrees that it will not take any action that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owners from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the owners thereof for purposes of federal income taxation.

Section 27. Discharge and Satisfaction of Bonds. The Municipality shall pay and discharge the entire indebtedness evidenced by any of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of, premium, if any, and interest on, the Bonds, as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers (“a Trustee”; which Trustee may be the Registration Agent), in trust, at or before the date of maturity or redemption, sufficient monies or Government Obligations, the principal of and interest on which, when due and payable, will provide sufficient monies to pay or redeem the Bonds Outstanding hereunder and to pay premium, if any, and interest thereon when due until the maturity or redemption date; provided, if such Bonds are to be redeemed prior to the maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice; or,

(c) By delivering such Bonds to the Registration Agent, for cancellation by such Registration Agent.

If the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Board instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of, premium, if any, and interest on, such Bonds when due, then and in that case indebtedness evidenced by such Bonds shall be discharged and satisfied, and all covenants, agreements, and obligations of the Municipality to the owners of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate, and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the Owners thereof shall thereafter be entitled only to payment out of the monies or Government Obligations deposited as aforesaid.

Except as otherwise provided in this Section neither Government Obligations nor monies deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium, if any, and interest on, said Bonds;

provided that any cash received from such principal or interest payments on such Government Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of, premium, if any, and interest, to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent.

Nothing contained in this Section shall be construed to alter or change the redemption provisions set forth herein. No redemption privilege shall be exercised with respect to the Bonds except at the option and election of the Municipality. The optional right of redemption shall not be exercised by the Registration Agent unless expressly so directed by an Authorized Representative of the Municipality.

Section 28. Miscellaneous Acts. The Mayor, the Recorder, the Treasurer, the City Manager, and the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including, but not limited to, entering into an agreement with the Municipal Advisor to provide municipal advisory services for the Municipality and services related to the issuance, sale, and delivery of the Bonds, entering into an agreement with a dissemination agent to provide continuing disclosure services, and making arbitrage certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Bonds.

Section 29. Failure to Present Bonds. (a) In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Registration Agent for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Registration Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under the Resolution or on, or with respect to, said Bond.

(b) If any Bond shall not be presented for payment within a period of five (5) years following the date when such Bond becomes due, whether by maturity or otherwise, the Registration Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the Treasurer or the official of the Municipality designated by law as the custodian of such funds, any monies then held by the Registration Agent for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the Municipality.

Section 30. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registration Agent are authorized by law to close, then the payment of the interest on, or the principal of such Bonds need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registration Agent are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 31. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the Municipality contained in the Initial Resolution or this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on the Initial Resolution or this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Bonds.

Section 32. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 33. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or enforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 34. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.

Approved and adopted this 20th day of June, 2023.

MAYOR

ATTEST:

APPROVED AS TO FORM:

RECORDER

CITY ATTORNEY

STATE OF TENNESSEE
COUNTIES OF SULLIVAN AND HAWKINS

I, Lisa E. Winkle, hereby certify that I am the duly qualified and acting Recorder of the City of Kingsport, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on June 20, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization, issuance, and sale of not to exceed \$63,500,000 General Obligation Public Improvement Bonds, Series 2023 of said Municipality; (4) that the actions by said Board, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 20th day of June, 2023.

RECORDER

(SEAL)

EXHIBIT "A"
FORM OF BOND

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTIES OF SULLIVAN AND HAWKINS
CITY OF KINGSPORT
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND,
SERIES 2023

Interest Rate: Maturity Date: Dated Date: CUSIP:

Registered Owner: CEDE & CO.

Principal Amount:

THE CITY OF KINGSPORT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation located in Sullivan and Hawkins Counties, Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, unless this bond shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, upon the presentation and surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association, or its successor as paying agent and registration agent (the "Registration Agent"), the Principal Amount identified above, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, semiannually on March 1 and September 1 of each year (the "Interest Payment Date"), commencing March 1, 2024, to said Registered Owner hereof by check or other form of draft of the Registration Agent mailed to the Registered Owner at the address shown on the registration books of the Municipality, maintained by the Registration Agent, as of the close of business on the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date (the "Regular Record Date"), in like coin or currency at the Interest Rate per annum set forth above until payment of said Principal Amount. Provided, however, that should the Municipality default in the payment of interest on such

Interest Payment Date, such defaulted interest (the “Defaulted Interest”) shall be payable to the person in whose name this bond is registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest established by notice mailed by the Registration Agent on behalf of the Municipality not less than ten (10) calendar days preceding such Special Record Date by first-class mail, postage prepaid, to the Registered Owner hereof at the address thereof as it appears on the registration books of the Municipality maintained by the Registration Agent as of the date of such notice, which notice shall identify the proposed payment of such Defaulted Interest and the Special Record Date therefor.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This bond is authorized and issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except as otherwise provided in said Code.

This bond is one of a series of bonds known as “General Obligation Public Improvement Bonds, Series 2023” (the “Bonds”), issued by the Municipality in the aggregate principal amount of \$_____. The Bonds, which are issued for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition of public art; acquisition, construction, improvement and renovation of public school facilities, including replacement of the Dobyms-Bennett High School dome; acquisition, construction, renovation, improvement and equipping of public buildings within the Municipality, including expansion of the justice center and renovation of the library; construction, expansion and improvement of roads, streets, bridges and infrastructure; construction, expansion and improvement of the Municipality’s water system; construction, expansion and improvement of the Municipality’s sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs; to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bonds. The Bonds are authorized by appropriate resolutions of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on June 20, 2023, entitled “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 Kingsport, Tennessee, and Providing the Details Thereof,” as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being

herein called the “Resolution”), and is issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the “Act”). Copies of said Resolution are on file at the office of the Recorder of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Bonds are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This bond is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. For the prompt payment of this bond, both principal, premium, if any, and interest, as the same shall become due, the full faith, and credit of the Municipality is hereby irrevocably pledged. To the extent the proceeds of the Bonds are used to fund projects for the Municipality’s water and sewer system, such Bonds shall additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality’s water and sewer system.

The Municipality and the Registration Agent may deem and treat the person or entity in whose name this bond is registered as the absolute owner hereof, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on, this bond and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid, and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

The Bonds are issuable only as fully registered Bonds, without coupons, in the denomination of \$5,000, or any authorized integral multiple thereof. At the principal corporate trust office of the Registration Agent, in the manner and subject to the limitations, conditions, and charges provided in the Bond Resolution, Bonds may be exchanged for an equal aggregate principal amount of fully registered Bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bonds will be made eligible for processing by DTC. The Bonds in the form of one global bond for each maturity need not be lithographed or printed on steel engraved or printed borders. Except as otherwise provided in this paragraph, the Bonds shall be registered in the name of Cede & Co. as nominee of DTC. The Municipality may discontinue use of DTC as depository for the Bonds at any time upon determination by the Municipality that the use of DTC is no longer in the best interest of the beneficial owners of the Bonds. Registered ownership of the Bonds may be transferred on the registration books maintained by the Registration Agent and the Bonds may be delivered in physical form to the following:

- (i) any successor of DTC or its nominee;
- (ii) any substitute depository upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a

determination by the Municipality that DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; or,

(iii) any Person, as defined in the Resolution, upon (a) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (b) termination by the Municipality of the use of DTC (or substitute depository or its successor).

Subject to the provisions for registration and transfer contained herein and in the Resolution, this bond shall be transferable by the Registered Owner at the principal office of the Registration Agent upon surrender and cancellation of this bond, and thereupon a new Bond of the same series, principal amount, interest and maturity will be issued to the transferee as provided in the Resolution and upon payment of the transfer charges therein prescribed. Upon any such transfer, the Municipality shall execute and the Registration Agent shall authenticate and deliver in exchange for this bond a new fully registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same maturity and bearing interest at the same rate. For every exchange or transfer of bonds, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Municipality and the Registration Agent, and any other person, may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof, and for all other purposes, and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

The Bonds maturing March 1, 2025 through March 1, 2032 are not subject to redemption prior to maturity. The Bonds maturing on and after March 1, 2033, are subject to redemption prior to maturity on March 1, 2032, and at any time thereafter, at the option of the Municipality, as a whole or in part, in integral multiples of \$5,000 (less than all Bonds of a single maturity to be selected by lot by the Registration Agent), at the price of par plus accrued interest to the date fixed for redemption.

Notice of intended redemption shall be given by the Registration Agent on behalf of the Municipality to the Registered Owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the registration books kept by the Registration Agent. Notice of intended redemption shall be given not less than thirty (30) calendar days, nor more than sixty (60) calendar days prior to the date fixed for redemption.

This bond shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such bond. This bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this bond in order to make this bond a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this bond and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY OF KINGSPORT, TENNESSEE, by its Board of Mayor and Aldermen has caused this bond to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Recorder, to have its official seal, or a facsimile thereof, to be impressed or imprinted hereon, and to be approved as to form by the manual or facsimile signature of the City Attorney, all as of the Dated Date.

MAYOR

(SEAL)

ATTEST:

APPROVED AS TO FORM:

RECORDER

CITY ATTORNEY

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the provisions of the within mentioned Resolution and is one of the General Obligation Public Improvement Bonds, Series 2023 of the City of Kingsport, Tennessee.

U.S.BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Registration Agent

By: _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and do(es) hereby irrevocably constitute and appoint, attorney, to transfer the same on the registration books of the Registration Agent, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED:

SIGNATURE:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**CITY OF KINGSPORT
BOND ISSUE AUGUST 2023
SCHEDULE OF CAPITAL PROJECTS TO BE FUNDED**



GENERAL FUND	
DB DOME REPLACEMENT	\$ 21,000,000
JUSTICE CENTER EXPANSION	13,400,000
LIBRARY RENOVATION	4,400,000
ROADS/BRIDGES/INFRASTRUCTURE	2,600,000
TOTAL GENERAL FUND	<u>\$ 41,400,000</u>
SEWER FUND	
SR126 MEMORIAL BLVD SEWER LINE RELOCATION	\$ 4,200,000
FIELDCREST ANNEXATION	2,500,000
WASTE WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS	2,400,000
WATAUGA STREET SEWER IMPROVEMENTS	1,500,000
SEWER COLLECTION SYSTEM UPGRADES	1,000,000
TOTAL SEWER FUND	<u>\$ 11,600,000</u>
WATER FUND	
SR126 MEMORIAL BLVD WATER LINE RELOCATION	\$ 3,300,000
DISTRIBUTION SYSTEM UPGRADES	2,000,000
FIELDCREST ANNEXATION	1,200,000
WATAUGA STREET WATER IMPROVEMENTS	1,000,000
WATER TANK REHAB (3 SEPARATE TANKS)	1,000,000
SR93 HORSE CREEK AREA UPGRADES	500,000
WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM MASTER PLAN	500,000
AMI WATER METER REPLACEMENTS	300,000
WATER VALVE LOCATION AND ASSESSMENT	100,000
TOTAL WATER FUND	<u>\$ 9,900,000</u>
GRAND TOTAL PROJECTS FUNDED	<u>\$ 62,900,000</u>

Preliminary

\$60,990,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Total Issue Sources And Uses

Dated 08/25/2023 | Delivered 08/25/2023

	General Fund Projects	Water Projects	Sewer Projects	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$40,140,000.00	\$9,600,000.00	\$11,250,000.00	\$60,990,000.00
Reoffering Premium	1,667,555.40	398,505.30	467,946.90	2,534,007.60
Total Sources	\$41,807,555.40	\$9,998,505.30	\$11,717,946.90	\$63,524,007.60
Uses Of Funds				
Total Underwriter's Discount (0.650%)	260,910.00	62,400.00	73,125.00	396,435.00
Costs of Issuance	143,639.22	34,353.16	40,257.62	218,250.00
Deposit to Project Construction Fund	41,400,000.00	9,900,000.00	11,600,000.00	62,900,000.00
Rounding Amount	3,006.18	1,752.14	4,564.28	9,322.60
Total Uses	\$41,807,555.40	\$9,998,505.30	\$11,717,946.90	\$63,524,007.60

Series 2023 | Issue Summary | 6/14/2023 | 12:29 PM

Raymond James

Item X123.

Preliminary

\$60,990,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Detail Costs Of Issuance

Dated 08/25/2023 | Delivered 08/25/2023

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$85,000.00
Bond Counsel	\$45,000.00
Moody's	\$44,500.00
S&P	\$40,000.00
Registration Agent	\$1,000.00
POS/Official Statement	\$1,500.00
CUSIPs	\$1,250.00
TOTAL	\$218,250.00

Series 2023 | Issue Summary | 6/14/2023 | 12:29 PM

Raymond James

Item X123.

Preliminary

\$60,990,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/30/2024	-	-	1,381,902.49	1,381,902.49
06/30/2025	1,075,000.00	5.000%	2,674,650.00	3,749,650.00
06/30/2026	1,120,000.00	5.000%	2,620,900.00	3,740,900.00
06/30/2027	1,180,000.00	5.000%	2,564,900.00	3,744,900.00
06/30/2028	1,240,000.00	5.000%	2,505,900.00	3,745,900.00
06/30/2029	1,300,000.00	5.000%	2,443,900.00	3,743,900.00
06/30/2030	1,365,000.00	5.000%	2,378,900.00	3,743,900.00
06/30/2031	1,435,000.00	5.000%	2,310,650.00	3,745,650.00
06/30/2032	1,505,000.00	5.000%	2,238,900.00	3,743,900.00
06/30/2033	1,580,000.00	4.000%	2,163,650.00	3,743,650.00
06/30/2034	1,650,000.00	4.000%	2,100,450.00	3,750,450.00
06/30/2035	1,710,000.00	4.000%	2,034,450.00	3,744,450.00
06/30/2036	1,780,000.00	4.000%	1,966,050.00	3,746,050.00
06/30/2037	1,850,000.00	4.000%	1,894,850.00	3,744,850.00
06/30/2038	1,925,000.00	4.000%	1,820,850.00	3,745,850.00
06/30/2039	2,000,000.00	4.000%	1,743,850.00	3,743,850.00
06/30/2040	2,080,000.00	4.000%	1,663,850.00	3,743,850.00
06/30/2041	2,165,000.00	4.000%	1,580,650.00	3,745,650.00
06/30/2042	2,250,000.00	4.000%	1,494,050.00	3,744,050.00
06/30/2043	2,340,000.00	4.000%	1,404,050.00	3,744,050.00
06/30/2044	2,440,000.00	4.000%	1,310,450.00	3,750,450.00
06/30/2045	2,530,000.00	4.000%	1,212,850.00	3,742,850.00
06/30/2046	2,635,000.00	4.000%	1,111,650.00	3,746,650.00
06/30/2047	2,740,000.00	4.000%	1,006,250.00	3,746,250.00
06/30/2048	2,850,000.00	4.000%	896,650.00	3,746,650.00
06/30/2049	2,960,000.00	4.000%	782,650.00	3,742,650.00
06/30/2050	3,085,000.00	5.000%	664,250.00	3,749,250.00
06/30/2051	3,235,000.00	5.000%	510,000.00	3,745,000.00
06/30/2052	3,395,000.00	5.000%	348,250.00	3,743,250.00
06/30/2053	3,570,000.00	5.000%	178,500.00	3,748,500.00
Total	\$60,990,000.00	-	\$49,008,852.49	\$109,998,852.49

Yield Statistics

Bond Year Dollars	\$1,118,501.50
Average Life	18.339 Years
Average Coupon	4.3816528%
Net Interest Cost (NIC)	4.1905424%
True Interest Cost (TIC)	4.0731222%
Bond Yield for Arbitrage Purposes	-
All Inclusive Cost (AIC)	4.1017453%

IRS Form 8038

Net Interest Cost	4.0344586%
Weighted Average Maturity	18.134 Years

Series 2023 | Issue Summary | 6/14/2023 | 12:29 PM

Raymond James

Item XI23.

Preliminary

\$60,990,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/25/2023	-	-	-	-
03/01/2024	-	-	1,381,902.49	1,381,902.49
09/01/2024	-	-	1,337,325.00	1,337,325.00
03/01/2025	1,075,000.00	5.000%	1,337,325.00	2,412,325.00
09/01/2025	-	-	1,310,450.00	1,310,450.00
03/01/2026	1,120,000.00	5.000%	1,310,450.00	2,430,450.00
09/01/2026	-	-	1,282,450.00	1,282,450.00
03/01/2027	1,180,000.00	5.000%	1,282,450.00	2,462,450.00
09/01/2027	-	-	1,252,950.00	1,252,950.00
03/01/2028	1,240,000.00	5.000%	1,252,950.00	2,492,950.00
09/01/2028	-	-	1,221,950.00	1,221,950.00
03/01/2029	1,300,000.00	5.000%	1,221,950.00	2,521,950.00
09/01/2029	-	-	1,189,450.00	1,189,450.00
03/01/2030	1,365,000.00	5.000%	1,189,450.00	2,554,450.00
09/01/2030	-	-	1,155,325.00	1,155,325.00
03/01/2031	1,435,000.00	5.000%	1,155,325.00	2,590,325.00
09/01/2031	-	-	1,119,450.00	1,119,450.00
03/01/2032	1,505,000.00	5.000%	1,119,450.00	2,624,450.00
09/01/2032	-	-	1,081,825.00	1,081,825.00
03/01/2033	1,580,000.00	4.000%	1,081,825.00	2,661,825.00
09/01/2033	-	-	1,050,225.00	1,050,225.00
03/01/2034	1,650,000.00	4.000%	1,050,225.00	2,700,225.00
09/01/2034	-	-	1,017,225.00	1,017,225.00
03/01/2035	1,710,000.00	4.000%	1,017,225.00	2,727,225.00
09/01/2035	-	-	983,025.00	983,025.00
03/01/2036	1,780,000.00	4.000%	983,025.00	2,763,025.00
09/01/2036	-	-	947,425.00	947,425.00
03/01/2037	1,850,000.00	4.000%	947,425.00	2,797,425.00
09/01/2037	-	-	910,425.00	910,425.00
03/01/2038	1,925,000.00	4.000%	910,425.00	2,835,425.00
09/01/2038	-	-	871,925.00	871,925.00
03/01/2039	2,000,000.00	4.000%	871,925.00	2,871,925.00
09/01/2039	-	-	831,925.00	831,925.00
03/01/2040	2,080,000.00	4.000%	831,925.00	2,911,925.00
09/01/2040	-	-	790,325.00	790,325.00
03/01/2041	2,165,000.00	4.000%	790,325.00	2,955,325.00
09/01/2041	-	-	747,025.00	747,025.00
03/01/2042	2,250,000.00	4.000%	747,025.00	2,997,025.00
09/01/2042	-	-	702,025.00	702,025.00
03/01/2043	2,340,000.00	4.000%	702,025.00	3,042,025.00
09/01/2043	-	-	655,225.00	655,225.00
03/01/2044	2,440,000.00	4.000%	655,225.00	3,095,225.00
09/01/2044	-	-	606,425.00	606,425.00
03/01/2045	2,530,000.00	4.000%	606,425.00	3,136,425.00
09/01/2045	-	-	555,825.00	555,825.00
03/01/2046	2,635,000.00	4.000%	555,825.00	3,190,825.00
09/01/2046	-	-	503,125.00	503,125.00
03/01/2047	2,740,000.00	4.000%	503,125.00	3,243,125.00
09/01/2047	-	-	448,325.00	448,325.00
03/01/2048	2,850,000.00	4.000%	448,325.00	3,298,325.00
09/01/2048	-	-	391,325.00	391,325.00
03/01/2049	2,960,000.00	4.000%	391,325.00	3,351,325.00
09/01/2049	-	-	332,125.00	332,125.00
03/01/2050	3,085,000.00	5.000%	332,125.00	3,417,125.00
09/01/2050	-	-	255,000.00	255,000.00
03/01/2051	3,235,000.00	5.000%	255,000.00	3,490,000.00
09/01/2051	-	-	174,125.00	174,125.00
03/01/2052	3,395,000.00	5.000%	174,125.00	3,569,125.00
09/01/2052	-	-	89,250.00	89,250.00
03/01/2053	3,570,000.00	5.000%	89,250.00	3,659,250.00
Total	\$60,990,000.00	-	\$49,008,852.49	\$109,998,852.49

Yield Statistics

Bond Year Dollars	\$1,118,501.50
Average Life	18.339 Years
Average Coupon	4.3816528%
Net Interest Cost (NIC)	4.1905424%
True Interest Cost (TIC)	4.0731222%
Bond Yield for Arbitrage Purposes	-
All Inclusive Cost (AIC)	4.1017453%

IRS Form 8038

Net Interest Cost	4.0344586%
Weighted Average Maturity	18.134 Years

Series 2023 | Issue Summary | 6/14/2023 | 12:29 PM

Raymond James

Preliminary

\$40,140,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Sources & Uses

Dated 08/25/2023 | Delivered 08/25/2023

Sources Of Funds

Par Amount of Bonds	\$40,140,000.00
Reoffering Premium	1,667,555.40

Total Sources **\$41,807,555.40**

Uses Of Funds

Total Underwriter's Discount (0.650%)	260,910.00
Costs of Issuance	143,639.22
Deposit to Project Construction Fund	41,400,000.00
Rounding Amount	3,006.18

Total Uses **\$41,807,555.40**

Series 2023 | General Fund Projects | 6/14/2023 | 12:29 PM

Raymond James

Item XI23.

Preliminary

\$40,140,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/30/2024	-	-	909,488.33	909,488.33
06/30/2025	705,000.00	5.000%	1,760,300.00	2,465,300.00
06/30/2026	740,000.00	5.000%	1,725,050.00	2,465,050.00
06/30/2027	775,000.00	5.000%	1,688,050.00	2,463,050.00
06/30/2028	815,000.00	5.000%	1,649,300.00	2,464,300.00
06/30/2029	855,000.00	5.000%	1,608,550.00	2,463,550.00
06/30/2030	900,000.00	5.000%	1,565,800.00	2,465,800.00
06/30/2031	945,000.00	5.000%	1,520,800.00	2,465,800.00
06/30/2032	990,000.00	5.000%	1,473,550.00	2,463,550.00
06/30/2033	1,040,000.00	4.000%	1,424,050.00	2,464,050.00
06/30/2034	1,085,000.00	4.000%	1,382,450.00	2,467,450.00
06/30/2035	1,125,000.00	4.000%	1,339,050.00	2,464,050.00
06/30/2036	1,170,000.00	4.000%	1,294,050.00	2,464,050.00
06/30/2037	1,220,000.00	4.000%	1,247,250.00	2,467,250.00
06/30/2038	1,265,000.00	4.000%	1,198,450.00	2,463,450.00
06/30/2039	1,315,000.00	4.000%	1,147,850.00	2,462,850.00
06/30/2040	1,370,000.00	4.000%	1,095,250.00	2,465,250.00
06/30/2041	1,425,000.00	4.000%	1,040,450.00	2,465,450.00
06/30/2042	1,480,000.00	4.000%	983,450.00	2,463,450.00
06/30/2043	1,540,000.00	4.000%	924,250.00	2,464,250.00
06/30/2044	1,605,000.00	4.000%	862,650.00	2,467,650.00
06/30/2045	1,665,000.00	4.000%	798,450.00	2,463,450.00
06/30/2046	1,735,000.00	4.000%	731,850.00	2,466,850.00
06/30/2047	1,805,000.00	4.000%	662,450.00	2,467,450.00
06/30/2048	1,875,000.00	4.000%	590,250.00	2,465,250.00
06/30/2049	1,950,000.00	4.000%	515,250.00	2,465,250.00
06/30/2050	2,030,000.00	5.000%	437,250.00	2,467,250.00
06/30/2051	2,130,000.00	5.000%	335,750.00	2,465,750.00
06/30/2052	2,235,000.00	5.000%	229,250.00	2,464,250.00
06/30/2053	2,350,000.00	5.000%	117,500.00	2,467,500.00
Total	\$40,140,000.00	-	\$32,258,088.33	\$72,398,088.33

Yield Statistics

Bond Year Dollars	\$736,204.00
Average Life	18.341 Years
Average Coupon	4.3816779%
Net Interest Cost (NIC)	4.1906106%
True Interest Cost (TIC)	4.0732056%
Bond Yield for Arbitrage Purposes	-
All Inclusive Cost (AIC)	4.1018269%

IRS Form 8038

Net Interest Cost	4.0345478%
Weighted Average Maturity	18.136 Years

Series 2023 | General Fund Projects | 6/14/2023 | 12:29 PM

Raymond James

Item XI23.

Preliminary

\$40,140,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/25/2023	-	-	-	-
03/01/2024	-	-	909,488.33	909,488.33
09/01/2024	-	-	880,150.00	880,150.00
03/01/2025	705,000.00	5.000%	880,150.00	1,585,150.00
09/01/2025	-	-	862,525.00	862,525.00
03/01/2026	740,000.00	5.000%	862,525.00	1,602,525.00
09/01/2026	-	-	844,025.00	844,025.00
03/01/2027	775,000.00	5.000%	844,025.00	1,619,025.00
09/01/2027	-	-	824,650.00	824,650.00
03/01/2028	815,000.00	5.000%	824,650.00	1,639,650.00
09/01/2028	-	-	804,275.00	804,275.00
03/01/2029	855,000.00	5.000%	804,275.00	1,659,275.00
09/01/2029	-	-	782,900.00	782,900.00
03/01/2030	900,000.00	5.000%	782,900.00	1,682,900.00
09/01/2030	-	-	760,400.00	760,400.00
03/01/2031	945,000.00	5.000%	760,400.00	1,705,400.00
09/01/2031	-	-	736,775.00	736,775.00
03/01/2032	990,000.00	5.000%	736,775.00	1,726,775.00
09/01/2032	-	-	712,025.00	712,025.00
03/01/2033	1,040,000.00	4.000%	712,025.00	1,752,025.00
09/01/2033	-	-	691,225.00	691,225.00
03/01/2034	1,085,000.00	4.000%	691,225.00	1,776,225.00
09/01/2034	-	-	669,525.00	669,525.00
03/01/2035	1,125,000.00	4.000%	669,525.00	1,794,525.00
09/01/2035	-	-	647,025.00	647,025.00
03/01/2036	1,170,000.00	4.000%	647,025.00	1,817,025.00
09/01/2036	-	-	623,625.00	623,625.00
03/01/2037	1,220,000.00	4.000%	623,625.00	1,843,625.00
09/01/2037	-	-	599,225.00	599,225.00
03/01/2038	1,265,000.00	4.000%	599,225.00	1,864,225.00
09/01/2038	-	-	573,925.00	573,925.00
03/01/2039	1,315,000.00	4.000%	573,925.00	1,888,925.00
09/01/2039	-	-	547,625.00	547,625.00
03/01/2040	1,370,000.00	4.000%	547,625.00	1,917,625.00
09/01/2040	-	-	520,225.00	520,225.00
03/01/2041	1,425,000.00	4.000%	520,225.00	1,945,225.00
09/01/2041	-	-	491,725.00	491,725.00
03/01/2042	1,480,000.00	4.000%	491,725.00	1,971,725.00
09/01/2042	-	-	462,125.00	462,125.00
03/01/2043	1,540,000.00	4.000%	462,125.00	2,002,125.00
09/01/2043	-	-	431,325.00	431,325.00
03/01/2044	1,605,000.00	4.000%	431,325.00	2,036,325.00
09/01/2044	-	-	399,225.00	399,225.00
03/01/2045	1,665,000.00	4.000%	399,225.00	2,064,225.00
09/01/2045	-	-	365,925.00	365,925.00
03/01/2046	1,735,000.00	4.000%	365,925.00	2,100,925.00
09/01/2046	-	-	331,225.00	331,225.00
03/01/2047	1,805,000.00	4.000%	331,225.00	2,136,225.00
09/01/2047	-	-	295,125.00	295,125.00
03/01/2048	1,875,000.00	4.000%	295,125.00	2,170,125.00
09/01/2048	-	-	257,625.00	257,625.00
03/01/2049	1,950,000.00	4.000%	257,625.00	2,207,625.00
09/01/2049	-	-	218,625.00	218,625.00
03/01/2050	2,030,000.00	5.000%	218,625.00	2,248,625.00
09/01/2050	-	-	167,875.00	167,875.00
03/01/2051	2,130,000.00	5.000%	167,875.00	2,297,875.00
09/01/2051	-	-	114,625.00	114,625.00
03/01/2052	2,235,000.00	5.000%	114,625.00	2,349,625.00
09/01/2052	-	-	58,750.00	58,750.00
03/01/2053	2,350,000.00	5.000%	58,750.00	2,408,750.00
Total	\$40,140,000.00	-	\$32,258,088.33	\$72,398,088.33

Yield Statistics

Bond Year Dollars	\$736,204.00
Average Life	18.341 Years
Average Coupon	4.3816779%
Net Interest Cost (NIC)	4.1906106%
True Interest Cost (TIC)	4.0732056%
Bond Yield for Arbitrage Purposes	-
All Inclusive Cost (AIC)	4.1018269%

IRS Form 8038

Net Interest Cost	4.0345478%
Weighted Average Maturity	18.136 Years

Series 2023 | General Fund Projects | 6/14/2023 | 12:29 PM

Raymond James

Preliminary

\$9,600,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Sources & Uses

Dated 08/25/2023 | Delivered 08/25/2023

Sources Of Funds

Par Amount of Bonds	\$9,600,000.00
Reoffering Premium	398,505.30

Total Sources **\$9,998,505.30**

Uses Of Funds

Total Underwriter's Discount (0.650%)	62,400.00
Costs of Issuance	34,353.16
Deposit to Project Construction Fund	9,900,000.00
Rounding Amount	1,752.14

Total Uses **\$9,998,505.30**

Series 2023 | Water Projects | 6/14/2023 | 12:29 PM

Raymond James

Item XI23.

Preliminary

\$9,600,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/30/2024	-	-	217,490.83	217,490.83
06/30/2025	170,000.00	5.000%	420,950.00	590,950.00
06/30/2026	175,000.00	5.000%	412,450.00	587,450.00
06/30/2027	185,000.00	5.000%	403,700.00	588,700.00
06/30/2028	195,000.00	5.000%	394,450.00	589,450.00
06/30/2029	205,000.00	5.000%	384,700.00	589,700.00
06/30/2030	215,000.00	5.000%	374,450.00	589,450.00
06/30/2031	225,000.00	5.000%	363,700.00	588,700.00
06/30/2032	235,000.00	5.000%	352,450.00	587,450.00
06/30/2033	250,000.00	4.000%	340,700.00	590,700.00
06/30/2034	260,000.00	4.000%	330,700.00	590,700.00
06/30/2035	270,000.00	4.000%	320,300.00	590,300.00
06/30/2036	280,000.00	4.000%	309,500.00	589,500.00
06/30/2037	290,000.00	4.000%	298,300.00	588,300.00
06/30/2038	305,000.00	4.000%	286,700.00	591,700.00
06/30/2039	315,000.00	4.000%	274,500.00	589,500.00
06/30/2040	325,000.00	4.000%	261,900.00	586,900.00
06/30/2041	340,000.00	4.000%	248,900.00	588,900.00
06/30/2042	355,000.00	4.000%	235,300.00	590,300.00
06/30/2043	370,000.00	4.000%	221,100.00	591,100.00
06/30/2044	385,000.00	4.000%	206,300.00	591,300.00
06/30/2045	400,000.00	4.000%	190,900.00	590,900.00
06/30/2046	415,000.00	4.000%	174,900.00	589,900.00
06/30/2047	430,000.00	4.000%	158,300.00	588,300.00
06/30/2048	450,000.00	4.000%	141,100.00	591,100.00
06/30/2049	465,000.00	4.000%	123,100.00	588,100.00
06/30/2050	485,000.00	5.000%	104,500.00	589,500.00
06/30/2051	510,000.00	5.000%	80,250.00	590,250.00
06/30/2052	535,000.00	5.000%	54,750.00	589,750.00
06/30/2053	560,000.00	5.000%	28,000.00	588,000.00
Total	\$9,600,000.00	-	\$7,714,340.83	\$17,314,340.83

Yield Statistics

Bond Year Dollars	\$176,075.00
Average Life	18.341 Years
Average Coupon	4.3812812%
Net Interest Cost (NIC)	4.1903936%
True Interest Cost (TIC)	4.0730730%
Bond Yield for Arbitrage Purposes	-
All Inclusive Cost (AIC)	4.1016931%

IRS Form 8038

Net Interest Cost	4.0344125%
Weighted Average Maturity	18.136 Years

Series 2023 | Water Projects | 6/14/2023 | 12:29 PM

Raymond James

Item XI23.

Preliminary

\$9,600,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/25/2023	-	-	-	-
03/01/2024	-	-	217,490.83	217,490.83
09/01/2024	-	-	210,475.00	210,475.00
03/01/2025	170,000.00	5.000%	210,475.00	380,475.00
09/01/2025	-	-	206,225.00	206,225.00
03/01/2026	175,000.00	5.000%	206,225.00	381,225.00
09/01/2026	-	-	201,850.00	201,850.00
03/01/2027	185,000.00	5.000%	201,850.00	386,850.00
09/01/2027	-	-	197,225.00	197,225.00
03/01/2028	195,000.00	5.000%	197,225.00	392,225.00
09/01/2028	-	-	192,350.00	192,350.00
03/01/2029	205,000.00	5.000%	192,350.00	397,350.00
09/01/2029	-	-	187,225.00	187,225.00
03/01/2030	215,000.00	5.000%	187,225.00	402,225.00
09/01/2030	-	-	181,850.00	181,850.00
03/01/2031	225,000.00	5.000%	181,850.00	406,850.00
09/01/2031	-	-	176,225.00	176,225.00
03/01/2032	235,000.00	5.000%	176,225.00	411,225.00
09/01/2032	-	-	170,350.00	170,350.00
03/01/2033	250,000.00	4.000%	170,350.00	420,350.00
09/01/2033	-	-	165,350.00	165,350.00
03/01/2034	260,000.00	4.000%	165,350.00	425,350.00
09/01/2034	-	-	160,150.00	160,150.00
03/01/2035	270,000.00	4.000%	160,150.00	430,150.00
09/01/2035	-	-	154,750.00	154,750.00
03/01/2036	280,000.00	4.000%	154,750.00	434,750.00
09/01/2036	-	-	149,150.00	149,150.00
03/01/2037	290,000.00	4.000%	149,150.00	439,150.00
09/01/2037	-	-	143,350.00	143,350.00
03/01/2038	305,000.00	4.000%	143,350.00	448,350.00
09/01/2038	-	-	137,250.00	137,250.00
03/01/2039	315,000.00	4.000%	137,250.00	452,250.00
09/01/2039	-	-	130,950.00	130,950.00
03/01/2040	325,000.00	4.000%	130,950.00	455,950.00
09/01/2040	-	-	124,450.00	124,450.00
03/01/2041	340,000.00	4.000%	124,450.00	464,450.00
09/01/2041	-	-	117,650.00	117,650.00
03/01/2042	355,000.00	4.000%	117,650.00	472,650.00
09/01/2042	-	-	110,550.00	110,550.00
03/01/2043	370,000.00	4.000%	110,550.00	480,550.00
09/01/2043	-	-	103,150.00	103,150.00
03/01/2044	385,000.00	4.000%	103,150.00	488,150.00
09/01/2044	-	-	95,450.00	95,450.00
03/01/2045	400,000.00	4.000%	95,450.00	495,450.00
09/01/2045	-	-	87,450.00	87,450.00
03/01/2046	415,000.00	4.000%	87,450.00	502,450.00
09/01/2046	-	-	79,150.00	79,150.00
03/01/2047	430,000.00	4.000%	79,150.00	509,150.00
09/01/2047	-	-	70,550.00	70,550.00
03/01/2048	450,000.00	4.000%	70,550.00	520,550.00
09/01/2048	-	-	61,550.00	61,550.00
03/01/2049	465,000.00	4.000%	61,550.00	526,550.00
09/01/2049	-	-	52,250.00	52,250.00
03/01/2050	485,000.00	5.000%	52,250.00	537,250.00
09/01/2050	-	-	40,125.00	40,125.00
03/01/2051	510,000.00	5.000%	40,125.00	550,125.00
09/01/2051	-	-	27,375.00	27,375.00
03/01/2052	535,000.00	5.000%	27,375.00	562,375.00
09/01/2052	-	-	14,000.00	14,000.00
03/01/2053	560,000.00	5.000%	14,000.00	574,000.00
Total	\$9,600,000.00	-	\$7,714,340.83	\$17,314,340.83

Yield Statistics

Bond Year Dollars	\$176,075.00
Average Life	18.341 Years
Average Coupon	4.3812812%
Net Interest Cost (NIC)	4.1903936%
True Interest Cost (TIC)	4.0730730%
Bond Yield for Arbitrage Purposes	-
All Inclusive Cost (AIC)	4.1016931%

IRS Form 8038

Net Interest Cost	4.0344125%
Weighted Average Maturity	18.136 Years

Series 2023 | Water Projects | 6/14/2023 | 12:29 PM

Raymond James

Preliminary

\$11,250,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Sources & Uses

Dated 08/25/2023 | Delivered 08/25/2023

Sources Of Funds

Par Amount of Bonds	\$11,250,000.00
Reoffering Premium	467,946.90

Total Sources **\$11,717,946.90**

Uses Of Funds

Total Underwriter's Discount (0.650%)	73,125.00
Costs of Issuance	40,257.62
Deposit to Project Construction Fund	11,600,000.00
Rounding Amount	4,564.28

Total Uses **\$11,717,946.90**

Series 2023 | Sewer Projects | 6/14/2023 | 12:29 PM

Raymond James

Item XI23.

Preliminary

\$11,250,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/30/2024	-	-	254,923.33	254,923.33
06/30/2025	200,000.00	5.000%	493,400.00	693,400.00
06/30/2026	205,000.00	5.000%	483,400.00	688,400.00
06/30/2027	220,000.00	5.000%	473,150.00	693,150.00
06/30/2028	230,000.00	5.000%	462,150.00	692,150.00
06/30/2029	240,000.00	5.000%	450,650.00	690,650.00
06/30/2030	250,000.00	5.000%	438,650.00	688,650.00
06/30/2031	265,000.00	5.000%	426,150.00	691,150.00
06/30/2032	280,000.00	5.000%	412,900.00	692,900.00
06/30/2033	290,000.00	4.000%	398,900.00	688,900.00
06/30/2034	305,000.00	4.000%	387,300.00	692,300.00
06/30/2035	315,000.00	4.000%	375,100.00	690,100.00
06/30/2036	330,000.00	4.000%	362,500.00	692,500.00
06/30/2037	340,000.00	4.000%	349,300.00	689,300.00
06/30/2038	355,000.00	4.000%	335,700.00	690,700.00
06/30/2039	370,000.00	4.000%	321,500.00	691,500.00
06/30/2040	385,000.00	4.000%	306,700.00	691,700.00
06/30/2041	400,000.00	4.000%	291,300.00	691,300.00
06/30/2042	415,000.00	4.000%	275,300.00	690,300.00
06/30/2043	430,000.00	4.000%	258,700.00	688,700.00
06/30/2044	450,000.00	4.000%	241,500.00	691,500.00
06/30/2045	465,000.00	4.000%	223,500.00	688,500.00
06/30/2046	485,000.00	4.000%	204,900.00	689,900.00
06/30/2047	505,000.00	4.000%	185,500.00	690,500.00
06/30/2048	525,000.00	4.000%	165,300.00	690,300.00
06/30/2049	545,000.00	4.000%	144,300.00	689,300.00
06/30/2050	570,000.00	5.000%	122,500.00	692,500.00
06/30/2051	595,000.00	5.000%	94,000.00	689,000.00
06/30/2052	625,000.00	5.000%	64,250.00	689,250.00
06/30/2053	660,000.00	5.000%	33,000.00	693,000.00
Total	\$11,250,000.00	-	\$9,036,423.33	\$20,286,423.33

Yield Statistics

Bond Year Dollars	\$206,222.50
Average Life	18.331 Years
Average Coupon	4.3818804%
Net Interest Cost (NIC)	4.1904261%
True Interest Cost (TIC)	4.0728662%
Bond Yield for Arbitrage Purposes	-
All Inclusive Cost (AIC)	4.1014985%

IRS Form 8038

Net Interest Cost	4.0341795%
Weighted Average Maturity	18.126 Years

Series 2023 | Sewer Projects | 6/14/2023 | 12:29 PM

Raymond James

Item XI23.

Preliminary

\$11,250,000

City of Kingsport, Tennessee

General Obligation Public Improvement Bonds, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/25/2023	-	-	-	-
03/01/2024	-	-	254,923.33	254,923.33
09/01/2024	-	-	246,700.00	246,700.00
03/01/2025	200,000.00	5.000%	246,700.00	446,700.00
09/01/2025	-	-	241,700.00	241,700.00
03/01/2026	205,000.00	5.000%	241,700.00	446,700.00
09/01/2026	-	-	236,575.00	236,575.00
03/01/2027	220,000.00	5.000%	236,575.00	456,575.00
09/01/2027	-	-	231,075.00	231,075.00
03/01/2028	230,000.00	5.000%	231,075.00	461,075.00
09/01/2028	-	-	225,325.00	225,325.00
03/01/2029	240,000.00	5.000%	225,325.00	465,325.00
09/01/2029	-	-	219,325.00	219,325.00
03/01/2030	250,000.00	5.000%	219,325.00	469,325.00
09/01/2030	-	-	213,075.00	213,075.00
03/01/2031	265,000.00	5.000%	213,075.00	478,075.00
09/01/2031	-	-	206,450.00	206,450.00
03/01/2032	280,000.00	5.000%	206,450.00	486,450.00
09/01/2032	-	-	199,450.00	199,450.00
03/01/2033	290,000.00	4.000%	199,450.00	489,450.00
09/01/2033	-	-	193,650.00	193,650.00
03/01/2034	305,000.00	4.000%	193,650.00	498,650.00
09/01/2034	-	-	187,550.00	187,550.00
03/01/2035	315,000.00	4.000%	187,550.00	502,550.00
09/01/2035	-	-	181,250.00	181,250.00
03/01/2036	330,000.00	4.000%	181,250.00	511,250.00
09/01/2036	-	-	174,650.00	174,650.00
03/01/2037	340,000.00	4.000%	174,650.00	514,650.00
09/01/2037	-	-	167,850.00	167,850.00
03/01/2038	355,000.00	4.000%	167,850.00	522,850.00
09/01/2038	-	-	160,750.00	160,750.00
03/01/2039	370,000.00	4.000%	160,750.00	530,750.00
09/01/2039	-	-	153,350.00	153,350.00
03/01/2040	385,000.00	4.000%	153,350.00	538,350.00
09/01/2040	-	-	145,650.00	145,650.00
03/01/2041	400,000.00	4.000%	145,650.00	545,650.00
09/01/2041	-	-	137,650.00	137,650.00
03/01/2042	415,000.00	4.000%	137,650.00	552,650.00
09/01/2042	-	-	129,350.00	129,350.00
03/01/2043	430,000.00	4.000%	129,350.00	559,350.00
09/01/2043	-	-	120,750.00	120,750.00
03/01/2044	450,000.00	4.000%	120,750.00	570,750.00
09/01/2044	-	-	111,750.00	111,750.00
03/01/2045	465,000.00	4.000%	111,750.00	576,750.00
09/01/2045	-	-	102,450.00	102,450.00
03/01/2046	485,000.00	4.000%	102,450.00	587,450.00
09/01/2046	-	-	92,750.00	92,750.00
03/01/2047	505,000.00	4.000%	92,750.00	597,750.00
09/01/2047	-	-	82,650.00	82,650.00
03/01/2048	525,000.00	4.000%	82,650.00	607,650.00
09/01/2048	-	-	72,150.00	72,150.00
03/01/2049	545,000.00	4.000%	72,150.00	617,150.00
09/01/2049	-	-	61,250.00	61,250.00
03/01/2050	570,000.00	5.000%	61,250.00	631,250.00
09/01/2050	-	-	47,000.00	47,000.00
03/01/2051	595,000.00	5.000%	47,000.00	642,000.00
09/01/2051	-	-	32,125.00	32,125.00
03/01/2052	625,000.00	5.000%	32,125.00	657,125.00
09/01/2052	-	-	16,500.00	16,500.00
03/01/2053	660,000.00	5.000%	16,500.00	676,500.00
Total	\$11,250,000.00	-	\$9,036,423.33	\$20,286,423.33

Yield Statistics

Bond Year Dollars	\$206,222.50
Average Life	18.331 Years
Average Coupon	4.3818804%
Net Interest Cost (NIC)	4.1904261%
True Interest Cost (TIC)	4.0728662%
Bond Yield for Arbitrage Purposes	-
All Inclusive Cost (AIC)	4.1014985%

IRS Form 8038

Net Interest Cost	4.0341795%
Weighted Average Maturity	18.126 Years

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Raymond James

DISCLAIMER

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your accounting, tax and other advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

RAYMOND JAMES®

PROJECT AMENDMENT IV

BY AND BETWEEN

**CITY OF KINGSPORT, TENNESSEE
AND
RAYMOND JAMES & ASSOCIATES, INC.**

WHEREAS, the City of Kingsport, Tennessee (the “Issuer”) and Raymond James & Associates, Inc. (the “Municipal Advisor”) have entered into a continuing Municipal Advisory Agreement, (the “Agreement”), dated September 17, 2019 (which is incorporated by reference herein) to provide financial advice and assistance to the Issuer on an on-going basis regarding the sale, issuance and administration of its Debt Obligations and perhaps other related projects if and when needed; and

WHEREAS, the Issuer has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing Issuer and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with any Debt Obligations undertaken pursuant to the Agreement in a timely manner; and

WHEREAS, the Board of Mayor and Aldermen of the Issuer may consider authorizing the sale and issuance of its general obligation public improvement bonds for the purposes of (a) funding in part the City’s Fiscal Year 2023 – 2024 Capital Improvement Program; and (b) paying costs incident to the issuance and sale of the bonds; and

WHEREAS, consistent with the Agreement and the Issuer’s Debt Management Policy, the Issuer and the Municipal Advisor have agreed to disclose the proposed fees of the Municipal Advisor and all transaction participants for each transaction undertaken pursuant to the Agreement through an amendment and supplement with associated attachments, if any (the “Amendment”); and

WHEREAS, the Municipal Advisor agreed to provide disclosures including professional relationships among transaction participants in accordance with the Issuer’s Debt Management Policy, any additional possible conflicts of interest not previously disclosed in Exhibit A to the Agreement and an estimate of all transaction expenses and participants which are to be memorialized and presented in such Amendment; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement, it is hereby mutually understood and acknowledged by all parties that:

Section 1. Consistent with the Issuer’s formally adopted Debt Management Policy and/or in the interest of full disclosure and transparency, the foregoing disclosures supplement those included in the Agreement and are made and hereby acknowledged as fully disclosed and waived where applicable.

Section 2. Consistent with the terms of the Agreement, it is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this Project Amendment IV and paid from proceeds of the Debt Obligations are as follows:

<u>Service</u>	<u>Provider</u>	<u>Estimated Cost</u>
Municipal Advisor:	Raymond James & Associates, Inc.	\$ 85,000.00
Bond Counsel:	Adams and Reese LLP	45,000.00
Credit Rating:	Moody's Investors Service, Inc.	44,500.00
	S&P Global Ratings, Inc.	40,000.00
Registration Agent	US Bank National Association	1,000.00
POS Posting and Distribution:	IPREO	1,500.00
Cusip Numbers:	S&P Cusip Services	1,250.00
Estimated Total:		<u>\$ 218,250.00</u>

Section 3. Underwriter's discount is compensation paid to the bond underwriter relating to the purchase of the of the Issuer's Debt Obligations. Such compensation is determined through the formal pricing process on the date of the competitive public sale. This compensation is embedded in the bond issue bid pricing and is not separately stated cost of issuance.

Section 4. A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of Mayor and Aldermen at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of Local Government Finance in a timely fashion as required by prevailing State law.

Section 5. To the extent other related Raymond James personnel may assist with and provide investment services to the Issuer, it is acknowledged that on occasion separate compensation will be paid for any such services and that up to one-half of any such fees paid to Raymond James may be shared internally with representatives of the Municipal Advisor acting as a solicitor and that any such fees charged will be the same regardless of whether a solicitor is used or not.

Section 6. Raymond James serves as Dissemination Agent for the Issuer and for such services receives a separate annual fee.

Section 7. From time to time, Adams and Reese LLP has represented Raymond James on matters unrelated to the Issuer and may continue to do so in the future.

Section 8. We have reviewed Exhibit A "Disclosure for Municipal Advisor Agreement" which is part of the Agreement. We are not aware of any updates that are needed nor are there any additional disclosures that should be added at this time.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS PROJECT AMENDMENT IV to be signed and sealed by their respective authorized officers this ____ day of June 2023.

CITY OF KINGSPORT, TENNESSEE

By: _____
Name: Patrick W. Shull
Title: Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____
Name: Rodney B. Rowlett, IV
Title: City Attorney

By: _____
Name: Lisa E. Winkle
Title: City Recorder and Treasurer

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Name: Richard T. Dulaney
Title: Managing Director



AGENDA ACTION FORM

Consideration of a Resolution to Apply for and Receive 2024 LSTA Technology Grant

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

Action Form No.: AF-187 -2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Chris Markley
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will apply for and be authorized to receive the 2024 LTSA Technology Grant for the Kingsport Public Library.

This grant is offered annually by the Tennessee State Library and Archives will provide up to \$20,000 for libraries to update technology. The library and Information Technology Departments will be using the grant to purchase Wireless access points, Network switches, and technology security devices.

The library applies for and typically receives this grant annually. A 50% match is required. The Friends of the Kingsport Public Library and the City of Kingsport IT department will provide the matching funds.

- Attachments:**
1. Resolution
 2. Supplemental Information

	<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 TECHNOLOGY GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES

WHEREAS, the city, on behalf of its Kingsport Public Library, is eligible to apply for a technology grant from the Tennessee State Library and Archives to update and add to the technology available at the library and for use by staff and public; and

WHEREAS, the grant will be used to purchase wireless access points, network switches, and technology security devices; and

WHEREAS, the grant is in the amount of up to \$20,000.00 and requires a fifty percent (50%) match of funds which will be made available from the city's Information technology Department.

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 technology grant funds from the Tennessee State Library in the amount of \$20,000.00 for wireless access points, network switches and security devices, said grant requiring a fifty percent (50%) match, which will be made available from city's Information Technology Department.

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

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

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

ADOPTED this the 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

2024 Technology Grant



Tre Hargett
Secretary of State

Tennessee State Library and Archives
Department of State
State of Tennessee
1001 Rep. John Lewis Way North
Nashville, TN 37219
615-741-7996

The Tennessee State Library and Archives is pleased to provide a grant opportunity to public libraries across Tennessee for their technology needs. This grant is supported in part by the U. S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act.

The 2024 Technology Grant is available for public libraries to replace or purchase technology for use by staff or the public. Grant funds are available for the following:

- Computers
- Software
- Networking hardware
- Peripherals

Grant awards are in the amount of up to \$20,000.00, and each grant will require a 50% local match. The Grant will run from October 1, 2023 – April 30, 2024.

Note: As this is a contractual grant, all contracts will have to be signed and received by the Library and Archives prior to funds being available.

Applications can be sent via e-mail, fax, or mail, as we do not require original signatures to be submitted. Please send all applications to the following:

Jennifer Cowan-Henderson
Director of Planning and Development
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219
ph: 615-741-1923
fax: 615-532-9904
jennifer.cowan-henderson@tn.gov

Deadline for applications is July 7, 2023

2024 Technology Grant



Tre Hargett
Secretary of State

Tennessee State Library and Archives
Department of State
State of Tennessee
1001 Rep. John Lewis Way North
Nashville, TN 37219
615-741-7996

Legal Library Name <i>(or applicant name if a Friends group or city/county)</i>			
Full Name of the Entity that is registered for the UEI number listed below			
UEI (Unique Entity Identifier @SAM.gov) Number*			
Grantee Mailing Address			
City		State	Zip Code
Grantee Physical Address <i>If different than mailing address</i>			
City		State	Zip Code
Phone Number			
City/County to be Served			
Name of Region, Independent or Metro			
Grant Contact Person <i>will be the person listed in the contract</i>			
Grant Contact Person Title			
Grant Contact Person e-mail address			
Title VI Contact Name			
Title VI Contact Information	Phone	Email	
Date of Grantee's Last A-133 Audit** <i>spent \$500,000 or more in Federal Funds only</i>			
Fiscal Year Covered in Last A-133 Audit <i>i.e. 2017/2018, 2013/2014, etc.</i>			
Federal Congressional District(s) to be Served	<i>(District Number only)</i>		
State House District to be Served	<i>(District Number only)</i>		
State Senate District to be Served	<i>(District Number only)</i>		

2024 Technology Grant



Tre Hargett
Secretary of State

Tennessee State Library and Archives
Department of State
State of Tennessee
1001 Rep. John Lewis Way North
Nashville, TN 37219
615-741-7996

* Unique Entity Identifier (UEI)

Starting in April 2022, the Federal government requires that any grantee of Federal funds provide a UEI instead of a DUNS number. UEIs are free to register for and to renew and are available through <https://sam.gov>. You may have already gone through this process with E-rate.

Please note that you will have to have a login to access the system.

Whose UEI should I use?

- If you are a department of the city or county, you can use the UEI of your city or county.
- Please check with your financial officer regarding what UEI you should use, or if you should register for your own.
- 501-C-3 libraries should either have their own UEI or have permission from their funding body to use theirs.
- 501-C-3 Friends groups should have their own UEI and FEIN, as they are not funded by the library's funding bodies.

From the U.S. General Services Administration:

If you are new to the federal marketplace, you may not know what it means to “register” in SAM.gov versus just getting a unique entity identifier (or “UEI” as we sometimes call it).

First, what is a UEI?

Today, the federal government uses the DUNS Number, issued by Dun & Bradstreet, to identify businesses and organizations as unique. Each unique business or organization is referred to as an “entity” on SAM.gov. Each entity that does business with the government by bidding on contracts or applying for grants, and certain subawardees, need a DUNS Number to conduct business with federal agencies.

Effective April 4, 2022, the federal government will stop using the DUNS Number and start using a new identifier, the Unique Entity ID (SAM), to identify businesses and organizations as unique. Like the DUNS Number, the UEI will be required to do business with the government.

What Does it Mean to Get a UEI?

Getting a UEI is a validation that your entity is what you say it is: a unique organization with its own physical address. *Just getting a UEI assigned does not mean your organization is eligible for federal awards.* SAM.gov will validate and assign a UEI to your organization even if you do not intend to register your entity in SAM.gov. “Getting a UEI” in SAM.gov refers to just that—getting a UEI only, not registration. If you are only interested in participating in the award process as a sub-awardee or other situations when registration is not required, then getting only a UEI is the right option for you.

2024 Technology Grant



Tre Hargett
Secretary of State

Tennessee State Library and Archives
Department of State
State of Tennessee
1001 Rep. John Lewis Way North
Nashville, TN 37219
615-741-7996

Unique Entity IDs (SAM) do not expire, and if you choose to register your entity later, you will keep the same Unique Entity ID (SAM).

What Does it Mean to Register Your Entity?

“Entity Registration” is a more involved process where you provide certain information about your organization and get a UEI along the way (if you don’t already have one). “Register” in SAM.gov always refers to entity registration. If you are interested in participating in the award process as a primary contractor or awardee—the one that bids directly or applies for the award—then registering is the right option for you.

Registration requires you to provide detailed information about your organization, potentially including representations and certifications (we call them “Reps & Certs”), tax information, assertions (organization size metrics, NAICS codes, etc.), and more. Your registration must be updated (renewed) every year to remain active and keep you eligible for federal awards.

Where Do I Go to Get a Unique Entity ID (SAM)?

- If you have an entity registration (even if your registration has expired), you already have a Unique Entity ID (SAM). You can find it by selecting the Entity Management widget in your Workspace on SAM.gov or by signing in and searching entity information.
- If you are a sub-awardee now or want to be one in the future, choose “Get Started” on the SAM.gov homepage and “Get a UEI.” Do not choose “Register Entity.”
- If you want to bid as a primary awardee on a contract or grant now or in the future, you need to register your entity. A Unique Entity ID (SAM) will be assigned to you as part of registering. Choose “Get Started” on the SAM.gov homepage and “Register Entity.”

[Check out this FAQ](#) for more on the difference between getting a UEI and registering your entity. And if you have more questions about the transition from the DUNS Number to the Unique Entity ID (SAM), please check out our list of [FAQs](#) on FSD.gov.

There is also a [help area](#) on the SAM.gov website if you need assistance.

** A-133 Audit

An A-133 audit is not your typical annual audit. This is an audit that is required by the Federal government if you or your city/county (if you are a department) spent more than \$500,000 in federal funds.

Please check with your city/county/library financial officer to verify that your library was or was not part of an A-133 audit. If you were, then please provide the fiscal year that the audit was conducted for.

2024 Technology Grant

Certifications

For this LSTA Grant Proposal to be considered for funding, the library must meet requirements for items in the certification tables below.

- If this LSTA grant request does not include funding for computers or electronic devices to access the Internet, computer software, or peripherals installed on computers accessing the internet, compliance with item 1 is not required.

I certify that the applicant or public library being applied for is compliant with the following:

Please check one

		Yes	No
1.	Children’s Internet Protection Act <i>(complete and sign Internet Safety Certification page, which follows this page)</i>		
2.	Title VI, Civil Rights Act of 1964		
3.	Type of Library <i>(please mark yes or no, please choose only one as yes)</i>		
3.a.	Department of the County or City		
3.b.	Joint Venture <i>(a formal agreement between a city and county; between cities; between cities and counties, or between counties where funding for the library is split between the agreeing entities, and the facility and materials are equally owned by the funding bodies; the library is considered neither a city nor a county department, but is a separate entity and is audited independently)</i>		
3.c.	A documented 501-C-3 <i>(the library has filed with the IRS as a 501-C-3 non-profit organization; having a tax-exempt number or using one from a city or county does not qualify the library as a 501-C-3, just as tax exempt)</i>		
3.d.	Other, please specify		

Items 4 – 7 are not required for Metropolitan or Independent Libraries

4.	Signed Service Agreement filed with your regional office for the most recent completed fiscal year		
5.	Signed Maintenance of Effort documentation filed with your regional office for the most recent completed fiscal year		
6.	Did a member of your library board attend the 2022 Trustee Workshop?		
6.a.	If yes, please provide the name of at least one board member who attended		
	Attendee Name:		
7.	Has the Standards Survey been completed for your library for the 2022/2023 Fiscal Year? **		
8.	How many served on your board (including ex officio members if any) as of June 30, 2023? How many of those board members completed the Tennessee Trustee Certification Program?	#board	# certified

Items 6 – 8 will directly affect your grant award.

**** Note: The status of your Standards Survey will be checked to ensure that the most updated data is being used.**

Signature of Library Director

Date

Signature of Board Chairperson or Authorizing Authority

Date

Printed Name and Title of Board Member or Authorizing Authority

2024 Technology Grant

Internet Safety Certification For Public Libraries

Library Name: _____

As the duly authorized representative of the library, I hereby certify that

(Check EITHER A or B, but not both):

<p>A.</p> <input type="checkbox"/>	<p>The recipient library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act and has in place the following policies, as provided by 20 U.S.C. Section 9134(f)(1):</p> <p>(i). A policy of Internet safety <i>for minors</i> that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are: (1) obscene; (2) child pornography; or (3) harmful to minors; and the library is enforcing the operation of such technology protection measure during any use of such computers <i>by minors</i>; and</p> <p>(ii). A policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (1) obscene; or (2) child pornography; and the library is enforcing the operation of such technology protection measure during any use of such computers.</p>
<p>B.</p> <input type="checkbox"/>	<p>The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the recipient library because no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.</p>

Signature of Library Director or Authorizing Authority

Date

Printed Name of Signatory

Title of Signatory

2024 Technology Grant

Certification of Indirect Cost

Library Name: _____

Definition: An Indirect Cost is an organization's incurred cost that cannot be readily isolated or identified with just one project or activity. These types of costs are often referred to as "overhead costs." Typical examples are charges for utilities, general insurance, use of office space and equipment that you own, local telephone service, and the salaries of the management and administrative personnel of the organization.

Note: Choosing to utilize indirect cost will not increase your grant award.

Check one of the following options regarding indirect costs as part of your grant award.

- The Grantee has a Federally negotiated rate for indirect cost, which is _____%.
Note: if a Federally negotiated rate is chosen, it is necessary for the appropriate documentation to be attached.
- The Grantee requests that 10% of their grant award be allocated for indirect costs.
- The Grantee requests that 0% of their grant award be allocated for indirect costs, and that the full grant award go towards the cost of technology items.

Signature of Library Director or Authorizing Authority

Date

Printed Name of Signatory

Title of Signatory

2024 Technology Grant

Financial Certification

Library Name: _____

Federal Employer Identification Number (FEIN)	
---	--

Also referred to as a tax-exempt number

Business Name or Name of the Holder of the FEIN _____

In order to direct deposit your reimbursement, please provide the last 4 digits of the account you will be using for this grant _____

Note: if using a new account for direct deposit, please contact the grant manager for the documentation and instructions to add this account to your file.

Signature of Authorizing Authority **Date**

Printed Name of Authorizing Authority

Title of Authorizing Authority

If you cannot receive reimbursement by direct deposit, please provide below the address of where a check should be sent.

2024 Technology Grant

Instructions

1. All Windows Desktops and Laptops purchased in this grant must follow the minimum specifications, though you are not required to purchase from the State contract.
 - a. This includes the hard drive size, whether solid state (SSD) or hard disk drives (HDD).
2. If you are planning to purchase from the State Contract for desktops or laptops, the description can be “Platform 2” or whichever platform meets the minimum specifications.
3. You will need to specify what purpose each item will provide. For example:
 - a. Is your item to replace an older one?
 - b. Will it be to increase your network size?
 - c. Will it allow you to increase your service?

Note: Items requested cannot be for marketing or advocacy purposes.

4. The grant request should be up to half of the total cost, with the overall grant request from all categories not being more than \$20,000.00 and no less than \$350.00. A grant request of \$20,000.00 would mean that a minimum total of \$40,000.00 would be spent towards the grant with both the grant award and local funding match.
5. Any item that is \$5,000.00 or more in total cost for a single item is not eligible for this grant.
6. Licenses that extend past the grant end date will be prorated to meet the dates on the contract.
7. This is a matching grant, in that for every dollar you receive from the grant, a local dollar must be spent at well.

Note: Federal funds (i.e. USDA funds) cannot be used as your match for this grant.
8. Paper purchases can be an eligible cost with leftover funds, up to \$100.00, but may not be requested on the application.
9. Printer toner can only be requested if a printer is also requested.
10. Subscription software is eligible, but it will be prorated to meet the grant contract dates of October 1, 2023 – April 30, 2024.

Ineligible Items

Items not eligible for direct purchase through this grant include (but may not be limited to):

- Refurbished equipment (desktops and laptops included)
- Salaries
- Construction
- Gaming Consoles/Games
- Mobile Apps
- Network Cabling
- Patron/door counters
- STEM kits (including robotics)
- Security systems
- Phones
- Internet access or phone charges
- Late fees, fines, or penalties
- Telecomm and surveillance items or systems by Huawei, ZTE, Hytera, Hangzhou Hikivision, or Dahua Tech companies and corporations
- Taxes
- Hotspots
- Renewal charges, for example: ILS systems
- Items costing \$5,000.00 or more
- Digital picture frames
- Headphones/earbuds purchased specifically to sell or give away
- Non-digital microfilm readers or reader/printers
- Non-networked and/or leased networked copiers
- Items purchased solely for marketing, personal, or advocacy purposes
- Food or giveaway items
- Furniture, kiosks, and seating

Note: If you are not sure if the item you are interested in is eligible, please feel free to ask.

Note: Televisions are eligible, however, a detailed explanation on how it will be used and where is required. This can be provided on an additional page.

2024 Technology Grant

Minimum Specifications for Windows Desktops and Laptops

Windows Desktop

Operating System: Windows 10 Professional Edition 64-bit
Processor Speed: Intel Core i5-12500
Memory: 8 GB
Hard Drive: 256 GB (either HDD or SSD)
Warranty: 3 year on-site or ship back warranty

Windows Laptop

Operating System: Windows 10- Professional Edition 64-bit
Processor Speed: Intel I5-1235U processor
Memory: 8 GB
Hard Drive: 256 GB (either HDD or SSD)
Warranty: 4 year on-site or ship back warranty

Category	Description/Purpose	Is this a subscription? What are the license dates?	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
----------	---------------------	--	----------------	---------------	------------	---

Library Name _____

Computers						
Windows Desktop <i>(must meet or exceed minimum specifications)</i>						
Windows Laptop <i>(must meet or exceed minimum specifications)</i>						
Additional Warranty						
Macintosh Desktop						
Macintosh Laptop						
Server						
Children's Workstation						
All-in-one or Thin Clients						
Other Computers <i>(please specify)</i>						
Software <i>(subscriptions will be prorated if they started before October 1, 2022 and/or exceed past 5/31/2023)</i>						
Productivity Software						
Security Software						
Anti-Virus Software						
Automation						
Other Software <i>(please specify)</i>						
Networking Hardware <i>(internet cabling is not eligible)</i>						
Routers/Wireless Routers						
Hubs/Switches/etc.						

Category	Description/Purpose	Is this a subscription? What are the license dates?	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
Wireless Access Points						
Other Networking Hardware <i>(please specify)</i>						
Peripherals, Mobile Devices and other Small Items						
Monitors						
Black and White Printers						
Color Printers						
All-in-One Scanners/ Fax / Printers						
Barcode Scanners						
Flatbed Scanners						
E-Book Reader						
Digital Camera						
Tablet/iPad						
TV <i>(include how it will be used and where in the description)</i>						
Other <i>(please specify)</i>						
Other Items Not in Another Category <i>(please specify)</i>						
Totals*						
					Revised Total	

*Total request should be in a whole dollar format

Please add additional pages after this page if necessary

2024 Technology Grant

Checklist for Application

- Application completed
- All certification pages completed and signed

Please note: Authorizing Authority is referring to someone not part of the library staff that has fiscal authority. This can include the board chair, mayor, city or county financial officer, etc.

Grant Questions?

Questions regarding the tech grant can be sent to Jennifer Cowan-Henderson

Phone 615-741-1923

E-Mail Jennifer.Cowan-Henderson@tn.gov

Submitting Applications

Applications will be accepted via e-mail, postal mail, or fax, as we do not need original signatures.

Applications can be sent to your regional Assistant Director, or the Lead Grant Analyst:

Buffalo River Regional Library

Anne Reever Osborne, Assistant Director

Anne.Osborne@tn.gov

230 E. James Campbell Blvd., Suite 108

Columbia, TN 38401

Fax: 931-388-1762

Holston River Regional Library

Selena Harmon, Assistant Director

Selena.Harmon@tn.gov

170 W. Springbrook Drive

Johnson City, TN 37604

Fax: 423-854-5082

Clinch River Regional Library

Karye Cook, Lead Grant Analyst

Karye.Cook@tn.gov

1001 Rep. John Lewis Way N.

Nashville, TN 37219

Fax: 615-532-9904

Independents and Metros

Karye Cook, Lead Grant Analyst

Karye.Cook@tn.gov

1001 Rep. John Lewis Way N.

Nashville, TN 37219

Fax: 615-532-9904

Falling Water River Regional Library

Claire Broyles, Assistant Director

Claire.Broyles@tn.gov

208 Minnear Street

Cookeville, TN 38501

Fax: 931-520-2460

Obion River Regional Library

Kathryn McBride, Assistant Director

Kathryn.McBride@tn.gov

542 N. Lindell Street

Martin, TN 38237

Fax: 731-364-4536

Hatchie River Regional Library

Julie Dahlhauser, Assistant Director

Julie.Dahlhauser@tn.gov

63 Executive Drive

Jackson, TN 38305

Fax: 731-668-6663

Ocoee River Regional Library

Nikki Branam-Snyder, Assistant Director

Nikki.Branam-Snyder@tn.gov

718 George Street, NW

Athens, TN 37303

Fax: 423-649-1501

2024 Technology Grant

Red River Regional Library

Caitlyn, Haley, Assistant Director

Caitlyn.Haley@tn.gov

1753 Alpine Drive, Suite A

Clarksville, TN 37041

Fax: 931-905-3030

Stones River Regional Library

Cindy Matthews, Assistant Director

Cynthia.Matthews@tn.gov

2118 E. Main Street

Murfreesboro, TN 37130

Fax: 615-895-6727

Note: To ensure postal delivery, it is recommended to mail your application through certified mail, so you receive notification of delivery.

Deadline for submitting applications:

July 7, 2023



AGENDA ACTION FORM

Consideration of a Resolution to Approve an Amendment to the Finchum Sports Floors Agreement for the John Sevier Middle School Gym Floor Project

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

Action Form No.: AF-197-2023
Work Session: June 19, 2023
First Reading: N/A
Final Adoption: June 20, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the Resolution

Executive Summary:

On April 11, 2023, the Board of Education approved awarding an agreement for the John Sevier Middle School Gym Floor Project to Finchum Sports Floors, LLC, in the amount of \$198,998.00. The agreement was fully executed on April 12, 2023.

Due to the condition under the existing flooring, additional work must be done to level the concrete in the auxiliary gym to be able to apply the new floor. The cost for this additional work is \$65,000.00.

The amended agreement amount will be \$263,998.00. Funding will be from the School Capital Improvements Project, GP2301.

This motion was approved by the Board of Education on June 13, 2023.

- Attachments:**
- 1. Resolution
 - 2. Proposal

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

RESOLUTION NO. _____

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

WHEREAS, an agreement was executed with Finchum Sports Floors, LLC, in the amount of \$198,998.00 for the John Sevier Middle School Gym Floor Project; and

WHEREAS, upon commencement of the work it was discovered that additional work would be necessary to level concrete floor of the auxiliary gym in order to install the new hardwood floor; and

WHEREAS, the Board of Education recommends amending the current agreement with Finchum Sports Floors, LLC, for additional work at a cost of \$65,000.00, making the total contract cost \$263,998.00; and

WHEREAS, funding is available in the School Capital Improvements Project, GP2301.

Now therefore,

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

SECTION I. That an amendment to the Finchum Sports Floors LLC agreement to add concrete leveling work for the Sevier Gym Floor Project is approved.

SECTION II. That the Procurement Manager 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 and all documents necessary and proper, to deliver the amendment and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment being as follows:

**AMENDMENT NUMBER 1
TO THE CONTRACT
ENTERED INTO BETWEEN FINCHUM SPORTS FLOORS, LLC
AND CITY OF KINGSPORT, TENNESSEE**

On April 12, 2023, a Contract was entered into by and between Finchum Sports Floors, LLC (hereinafter Contractor) and the City of Kingsport, Tennessee (hereinafter Owner). The parties now desire to expand the scope of the contract and other provisions of the Contract and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into this Amendment Number 1 to the Contract effective as of the date of its execution by the parties. The terms of the Agreement are hereby amended as set forth herein.

Section 1. Scope of the Contract shall include the following language:

1.1 Additionally, work to be performed shall include the attached proposal dated June 9, 2023, from Contractor hereinafter referred to as Appendix A.

Section 3. The Contract Price shall include the following language:

4.1 Owner agrees to compensate Contractor for work performed pursuant to Appendix A in the amount of sixty five thousand dollars and zero cents (\$65,000.00) for a total sum payable to

Contractor in an amount not to exceed of two hundred sixty three thousand nine hundred ninety eight dollars and zero cents (\$263,998.00).
Except as hereby amended, all other terms and conditions of the Agreement effective April 12, 2023, shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in 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 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 20th day of June, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B ROWLETT, III, CITY ATTORNEY

Finchum



Proposal

2812 Boyds Creek Hwy
Sevierville, TN 37876
Office: (865) 453-3995
Fax: (865) 429-2431

DATE June 9, 2023
Job Name John Sevier M.S.
Job Location Kingsport, TN

Submitted to:

Quotation valid until: September 6, 2023
Prepared by: Lisa Zielinski

Kingsport City Schools
415 Broad Street
Kingsport, TN. 37660
Rick Lutz
rickL@grcinc.com

Start Date: TBD
Type of Floor: WD

Job Phone: 423-349-7760
After Hours:

Line Item	AMOUNT
To level concrete in aux gymnasium to be able to apply new gym floor. Man hours and quick Crete to achieve level and smoother surface.	\$ 65,000.00
TOTAL	\$ 65,000.00

All material is guaranteed to be as specified. All work is to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, holidays, shutdowns, weather or other acts of nature and God are beyond our control. Owner is to carry fire, tornado, flood (if required), and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

AUTHORIZED SIGNATURE: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Finchum Sports Floors, LLC. Is authorized to complete the work as specified above. Payment will be submitted to Finchum Sports Floors, LLC. as outlined above in a timely manner.

SIGNATURE: _____

Date of Acceptance: _____