



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

**Tuesday, February 03, 2026 at 7:00 PM**

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

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

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Betsy Cooper

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
Bart Rowlett, City Attorney  
Travis Bishop, City Recorder  
Jerry DeBerry, Fire Chief  
Adrienne Batara, Public Relations Director

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Tyra Copas, Human Resources Director  
Jason Bellamy, Police Chief  
Floyd Bailey, Chief Information Officer

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

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

1. New Vision Youth

### **III. INVOCATION**

### **IV. ROLL CALL**

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

- [1.](#) Proclamation: Black History Month - Mayor Montgomery

### **VI. COMMENT**

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

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

## **VII. APPOINTMENTS**

## **VIII. APPROVAL OF MINUTES**

- [1.](#) January 20, 2026 - Work Session
- [2.](#) January 20, 2026 - Business Meeting

## **IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

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

- [1.](#) Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 032, a Portion of Parcel 015.20, Located along Bancroft Chapel Road from the M-1, Light Manufacturing District to PD, Planned Development District (AF-32-2026) (Jessica McMurray)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-35-2026) (Chris McCartt)

## **X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- [1.](#) Consideration of an Ordinance to Amend the Zoning Ordinance as it Pertains to Data Center and Cryptocurrency Mining Land Uses (AF-16-2026) (Ken Weems)
- [2.](#) Consideration of an Ordinance to Amend the Zoning Ordinance as it Pertains to Residential Foundation Requirements (AF-17-2026) (Ken Weems)
- [3.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-23-2026) (Chris McCartt)

## **XI. OTHER BUSINESS**

- [1.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Various Fleet Maintenance Items (AF-27-2026) (Ryan McReynolds)

- [2.](#) Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Grades 6 and 9 Dell Chromebooks and Google Chrome Licenses from Dell Marketing LP (AF-28-2026) (David Frye)
- [3.](#) Consideration of a Resolution to Enter into an Agreement with LJA Engineering for Phase 3 Sanitary Sewer Inspection of the West Kingsport Sewer Basin (AF-31-2026) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Approve a Lease Extension with Create Appalachia (AF-33-2026) (Jessica Harmon)
- [5.](#) Consideration of a Resolution for Bays Mountain Park to Enter into a Multi-Year Agreement with the Senior Community Employment Program (AF-34-2026) (Michael T. Borders)

## **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 Ratifying the Application for the Public Entity Partners 2025-2026 Cyber Security Matching Grant Program (AF-26-2026) (Bart Rowlett)
- [2.](#) Consideration of a Resolution to Apply for and Receive an Apprenticeship Training Grant from the First Tennessee Development District for February 2026 - June 2027 (AF-29-2026) (Tyra Copas)
- [3.](#) Consideration of a Resolution to Apply for and Receive an Incumbent Worker Training Grant from the First Tennessee Development District for December 15, 2025 - June 30 2026 (AF-30-2026) (Tyra Copas)
- [4.](#) Consideration of a Resolution to Sign FTDD Worksite Agreement for the WIOA Programs and Receive Reimbursement Funds (AF-36-2026) (Tyra Copas)
- [5.](#) Consideration of a Resolution to Accept a Donation from Appalachian Community Federal Credit Union and Cardinal FG (AF-14-2026) (Jerry DeBerry)
- [6.](#) Consideration of a Resolution to Accept a Donation from Shades of Grace UMC (AF-13-2026) (Jerry DeBerry)

- [7.](#) Consideration of a Resolution for KATS to Accept a Donation from the Grace Point Fellowship Church to Provide Transportation to People in the Kingsport Community (AF-25-2026)  
(Candace Sherer)

### **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

### **XIV. ADJOURN**



# City of Kingsport

## Proclamation

**Whereas**, the Board of Mayor and Aldermen of the City of Kingsport takes pride in recognizing February 2026 as Black History Month, celebrating the many notable contributions Black Americans have made to our country; and,

**Whereas**, since President Gerald Ford officially recognized Black History Month in 1976, presidents have designated February as national Black History Month to honor and affirm the importance of Black history throughout our American experience; and,

**Whereas**, we acknowledge the 100<sup>th</sup> anniversary of Black History Month's origins with this year's theme of '*A Century of Black History Commemorations*'; and,

**Whereas**, we recognize Black citizens of Kingsport for their many accomplishments and positive contributions to our community and stand united with them in the finest traditions of the Kingsport Spirit; and,

**Whereas**, Black History Month is a time for all Americans to remember the contributions and legacy of those who helped build our nation, fought against prejudice to secure lives of dignity and opportunity for all of our citizens, advanced the cause of civil rights for all Americans, and strengthened our families and communities.

**Now, therefore**, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim February 2026 as

## Black History Month

in the City of Kingsport and encourage all citizens to join me in honoring the many contributions made by Black Americans to our city, state, and nation.

**In Witness Whereof**, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this 3<sup>rd</sup> day of February, in the year of our Lord two thousand twenty-six.

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Paul W. Montgomery, Mayor



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, January 20, 2026 at 4:00 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

**I. CALL TO ORDER** 4:00 pm by Mayor Montgomery.

**II. ROLL CALL** by City Recorder Travis Bishop. Alderman James Phillips

### **III. DISCUSSION ITEMS**

**1. KHRA Lee Property Update** - Greg Perdue, KHRA Chair

Mr. Perdue gave a presentation on this project which was initiated in 2018. He stated the new name for the property is The Grove at PoplarDale and proceeded to provide details on the different components of affordable housing programs. He talked about the new advantages in funding and confirmed the project is moving forward, pointing out it will be a phased approach. He noted Knight Development will be assisting and provided details on the vision and future partnership opportunities. There was considerable discussion.

**2. CIP / Bond Resolution** - Travis Bishop

The City Recorder provided information on this item which will be on the agenda tonight, noting that in addition to new money for FY26 capital projects it will also refund Series 2013B Bonds for cost savings. He gave further details regarding the new money aspect. Deputy City Manager Ryan McReynolds answered questions regarding specific projects. Mr. Bishop provided a detailed timeline for the proposed issuance of bonds. There was considerable discussion.

## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, January 20, 2026, at 4:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

### 3. Senior Center Facility Update FY26 - Michael Borders

The Assistant City Manager provided an overview of the Senior Center regarding services and locations, noting the significant growth in membership and daily attendance. He gave details on the three improvement phases specifically at the Renaissance Center. The new parking lot will add 52 spaces with 11 of those spaces being accessible. Shirley Buchanan also provided further details and answered questions. Lastly, Mr. Borders provided information on the transition from the Lynn View Center. Discussion ensued throughout the presentation.

## IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the January 20, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**IX.1 Conduct a Public Hearing and Consideration of an Ordinance to Amend the Zoning Ordinance as it Pertains to Residential Foundation Requirements (AF-17-2026)** Planning Manager Ken Weems stated the Chief Building Official recognized this change that needed to be made to update the code and provided further details.

**IX.2 Conduct a Public Hearing and Consideration of an Ordinance to Amend the Zoning Ordinance as it Pertains to Data Center and Cryptocurrency Mining Land Uses (AF-16-2026)** Mr. Weems provided the background for this amendment, defining data centers and cryptocurrency mining as well as principal land uses. He pointed out these facilities would still have to get special approval from the Board of Zoning Appeals. The City Manager expressed his appreciation for the staff work put into this proposal.

## V. ITEMS OF INTEREST

1. Sales Tax Revenue Report
2. Projects Status Report

## VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:48 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor

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

**Tuesday, January 20, 2026, at 4:00 PM**

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



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

**Tuesday, January 20, 2026 at 7:00 PM**

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

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

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Betsy Cooper

Alderman Colette George  
Alderman Gary Mayes

### **City Administration**

Chris McCartt, City Manager  
Bart Rowlett, City Attorney

Travis Bishop, City Recorder  
Angie Marshall, City Clerk/Deputy City Recorder

- I. CALL TO ORDER** 7:00 pm by Mayor Montgomery.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG** led by Cub Scout Troop 49.
- III. INVOCATION** led by Alderman Mayes.
- IV. ROLL CALL** by City Recorder Travis Bishop. Absent: Alderman James Phillips
- V. RECOGNITIONS AND PRESENTATIONS**
  - 1. Human Trafficking Prevention Month** - Mayor Montgomery

### **VI. COMMENT**

Mayor Montgomery invited citizens in attendance to speak. Derrick Browder commented on previous discussions from the Board of Education. Alice Page commented on the agenda item concerning data centers and cryptocurrency. The mayor then closed the public comment section.

### **VII. APPOINTMENTS**

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

**Tuesday, January 20, 2026 at 7:00 PM**

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**VIII. APPROVAL OF MINUTES** *(These items are approved under one motion.)*

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

Passed: All present voting "aye."

- 1. December 15, 2025 - Work Session**
- 2. December 16, 2025 - Business Meeting**

**IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

- 1. Conduct a Public Hearing and Consideration of an Ordinance to Amend the Zoning Ordinance as it Pertains to Residential Foundation Requirements (AF-17-2026) (Ken Weems)**

PUBLIC HEARING - None.

Motion made by Alderman George, Seconded by Alderman Mayes.

AN ORDINANCE AMENDING SECTION 114-131 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, PERTAINING TO FOUNDATION REQUIREMENTS FOR RESIDENTIAL DWELLINGS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 2. Conduct a Public Hearing and Consideration of an Ordinance to Amend the Zoning Ordinance as it Pertains to Data Center and Cryptocurrency Mining Land Uses (AF-16-2026) (Ken Weems)**

PUBLIC HEARING - None.

Motion made by Alderman Baker, Seconded by Alderman George.

AN ORDINANCE AMENDING CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, PERTAINING TO DATA CENTERS AND CRYPTOCURRENCY MINING; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of a Budget Adjustment Ordinance for the General Fund in FY26 (AF-23-2026) (Chris McCartt)**

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

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

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

**Tuesday, January 20, 2026 at 7:00 PM**

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**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- 1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-343-2025) (Chris McCartt)**

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

**ORDINANCE NO. 7238** AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 2. Consideration of an Ordinance to Amend the FY 2026 General Purpose School Fund Budget and the General Project Fund Budget (AF-333-2025) (David Frye)**

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

**ORDINANCE NO. 7239** AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**XI. OTHER BUSINESS**

- 1. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Thompson & Litton for Phase 2 of the Architectural Services for the New Elementary School and Associated Work at the Lynn View Community Center Site (AF-01-2026) (David Frye)**

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

**RESOLUTION NO. 2026-139** A RESOLUTION APPROVING AN AGREEMENT WITH THOMPSON & LITTON, INC., FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR PHASE 2 OF THE NEW ELEMENTARY SCHOOL AND ASSOCIATED WORK AT THE LYNN VIEW COMMUNITY CENTER SITE 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."

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

**Tuesday, January 20, 2026 at 7:00 PM**

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

- 2. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Thompson & Litton for Renovations at Dobyngs-Bennett High School (AF-02-2026) (David Frye)**

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

**RESOLUTION NO. 2026-140** A RESOLUTION AUTHORIZING AN AGREEMENT WITH THOMPSON & LITTON FOR RENOVATIONS AT DOBYNSBENNETT HIGH SCHOOL 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."

- 3. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order to Dell Marketing LP for Laptops for Kingsport City Schools (AF-12-2026) (David Frye)**

Motion made by Alderman Mayes, Seconded by Alderman Cooper.

**RESOLUTION NO. 2026-141** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL MARKETING LP FOR 180 LAPTOPS FOR KINGSFORT CITY SCHOOLS

Passed: All present voting "aye."

- 4. Consideration of a Resolution Renewing the Award for Generator Services (AF-08-2026) (Ryan McReynolds)**

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

**RESOLUTION NO. 2026-142** A RESOLUTION RENEWING THE AWARD OF BID FOR GENERATOR SERVICES TO NIXON POWER SERVICES AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Enter into a Lease Extension Agreement with the Upper East Tennessee Human Development Agency, Inc. (AF-11-2026) (Michael T. Borders)**

Motion made by Alderman George, Seconded by Alderman Baker.

**RESOLUTION NO. 2026-143** A RESOLUTION APPROVING AMENDMENT 3 TO THE LEASE BETWEEN THE CITY OF KINGSFORT AND UPPER EAST TENNESSEE HUMAN DEVELOPMENT AGENCY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."



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

**Tuesday, January 20, 2026 at 7:00 PM**

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**6. Consideration of a Resolution to Amend a Lease Agreement with the United Way of Greater Kingsport (AF-15-2026) (Michael T. Borders)**

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

**RESOLUTION NO. 2026-144** A RESOLUTION APPROVING AMENDMENT 3 TO THE LEASE BETWEEN THE CITY OF KINGSFORT AND THE UNITED WAY OF GREATER KINGSFORT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

**7. Consideration of a Resolution to Purchase Three (3) 2026 Chevrolet 1500 4WD Crew Cab with Police Package Utilizing TN State Contract (AF-22-2026) (Ryan McReynolds)**

Motion made by Alderman Baker, Seconded by Alderman George.

**RESOLUTION NO. 2026-145** A RESOLUTION AUTHORIZING THE PURCHASE OF THREE 2026 CHEVROLET 1500 FOUR WHEEL DRIVE CREW CAB TRUCKS WITH POLICE PACKAGE FROM ALAN JAY FLEET SALES UTILIZING TENNESSEE STATE CONTRACT NO.: 88753; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**8. Consideration of a Resolution Approving Change Order One to the Boone Street Demolition Project and Ratifying the Mayor's Execution of the Same (AF-03-2026) (Jessica Harmon)**

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

**RESOLUTION NO. 2026-146** A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH ENVIRONMENTAL HOLDINGS GROUP D/B/A ALLOY GROUP FOR THE DEMOLITION OF 609-611 BOONE STREET; RATIFYING THE MAYOR'S EXUCTION OF THE SAME AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

**9. Consideration of a Resolution to Purchase a Drone from Skydio for use by the Kingsport Police Department, Utilizing a Sourcewell Cooperative Agreement (AF-04-2026) (Chief Bellamy)**

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

**Tuesday, January 20, 2026 at 7:00 PM**

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

Motion made by Alderman George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2026-147** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO AXON ENTERPRISES, INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 101223-AXN FOR A DRONE FOR USE BY THE KINGSPORT POLICE DEPARTMENT

Passed: All present voting "aye."

- 10. Consideration of a Resolution to Refund Series 2013B General Obligation Bonds and Issue General Obligation Refunding Bonds, Series 2026B, Not to Exceed \$12,500,000 (AF-18-2026) (Travis Bishop)**

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

**RESOLUTION NO. 2026-148** RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$12,500,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026B, OF THE CITY OF KINGSPORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting "aye."

- 11. Consideration of an Initial Resolution Authorizing the Issuance of Not-to-Exceed \$16,500,000 General Obligation Public Improvement Bonds, Series 2026A (AF-19-2026) (Travis Bishop)**

Motion made by Alderman George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2026-149** INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$16,500,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026A OF THE CITY OF KINGSPORT, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

Passed: All present voting "aye."

- 12. Consideration of a Resolution Authorizing the Execution, Sale, and Issuance of Not-to-Exceed \$16,500,000 General Obligation Public Improvement Bonds, Series 2026A (AF-20-2026) (Travis Bishop)**

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

**Tuesday, January 20, 2026 at 7:00 PM**

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

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

**RESOLUTION NO. 2026-150** RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$16,500,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026A, OF THE CITY OF KINGSFORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting "aye."

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

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

Passed as presented with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Mayor Montgomery

**1. Consideration of a Resolution to Approve the Permanent Installation of two Public Art Pieces** (AF-06-2026) (Michael T. Borders)

**RESOLUTION NO. 2026-151** A RESOLUTION APPROVING THE PERMANENT INSTALLATION OF "PORTAL" AT THE KINGSFORT AREA TRANSIT SERVICE PROPERTY AND THE FOX DEN PLAYGROUND SCULPTURE AT BAYS MOUNTAIN PARK, AND APPROVING THE SCULPTURE AS PUBLIC ART

**2. Consideration of a Resolution of Formal Acceptance of Deeds and Deeds of Easement** (AF-21-2026) (Rowlett)

**RESOLUTION NO. 2026-152** A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSFORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 7 TH, 10TH, 11TH, 12TH AND 18 TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE. AND THE 6TH CIVIL DISTRICT OF HAWKINS COUNTY, TENNESSEE

## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, January 20, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

### XIII. COMMUNICATIONS

#### 1. City Manager

Mr. McCartt commented on all the work that has been done by everyone regarding the Lee Property project and how it will be beneficial to Kingsport. He remarked on the good presentation regarding capital projects at the work session and talked about the timeline for the work to be done. He offered his thanks to Raymond James for their guidance with helping the bond items to become a reality. He mentioned the Data Center and Cryptocurrency item is not a one size fits all solution, but the action tonight makes Kingsport a leader in the region. Lastly, he noted we are watching the weather for possible snow this weekend and the city will be prepared to manage it.

#### 2. Mayor and Board Members

Alderman Mayes mentioned the upcoming weather event and thanked the police, fire and public works employees who are always out working in it. Alderman Cooper was appreciative of the presentations at the work session, noting she has encouraged citizens to attend the work sessions to hear what's going on, pointing out there is more information presented and discuss at those meetings than the actual business meetings. Alderman George agreed with Alderman Cooper about the housing presentation at the work session and how that project will be providing hope for that property. She also recognized all the city workers who will be out in the cold next week. Lastly, she noted it was election time for local officials and hoped people would consider running for the County Commission or the BMA as her seat would be open. Vice-Mayor Duncan thanked those who organized and participated in the MLK parade yesterday. He also pointed out that In 2025 there were 591 families who chose to live in Kingsport and encouraged citizens to welcome them. Mayor Montgomery also gave a shoutout to KHRA for their efforts.

### XIV. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:16 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor



## AGENDA ACTION FORM

### **Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 032, a Portion of Parcel 015.20, Located along Bancroft Chapel Road from the M-1, Light Manufacturing District to PD, Planned Development District.**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-32-2026

Work Session: February 2, 2026

First Reading: February 3, 2026

Final Adoption: February 17, 2026

Staff Work By: J. McMurray

Presentation By: Jessica McMurray

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#### **Strategic Focus Area: 5. Thriving Local Economy**

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#### **Recommendation:**

- Hold public hearing
- Approve ordinance

#### **Executive Summary:**

If approved, this owner-initiated request would **rezone approximately 25 acres along Bancroft Chapel Road from the M-1, Light Manufacturing District to the PD, Planned Development District.**

During their January 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 7-0.

The proposed PD rezoning is compatible with surrounding residential uses, will not negatively impact nearby properties, and reduces potential land use conflicts compared to the existing M-1 zoning. It provides a more appropriate and economically viable framework for residential development and is supported by existing residential development in the city and county.

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

#### **No opposition was received to this item.**

The notice of public hearing was published on January 26, 2026.

#### **Attachments:**

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

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on February 3, 2026 to consider the rezoning of Tax Map 032, a Portion of Parcel 015.20 located along Bancroft Chapel Road from the M-1, Light Manufacturing District to PD, Planned Development District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING AT AN IRON PIN FOUND ON THE WESTERN RIGHT OF WAY OF BANCROFT CHAPEL ROAD, SAID PIN BEING A COMMON CORNER TO ANGELA BAILEY HARRIS (DB 3597 PG 2490 & DB 3303 PG 2237); THENCE LEAVING THE RIGHT OF WAY AND WITH SAID HARRIS S 50°28'40" W A DISTANCE OF 786.43' TO AN IRON PIN FOUND; THENCE S 39°58'30" E A DISTANCE OF 274.76' TO AN IRON PIN FOUND BEING A COMMON CORNER TO KINGSFORT UTILITIES; THENCE WITH SAID KINGSFORT UTILITIES S 81°54'00" W A DISTANCE OF 153.52' TO A CONCRETE MARKER, SAID MARKER BEING A COMMON CORNER TO ANGELA BAILEY HARRIS (DB 3597 PG 2490 & DB 483C PG 136); THENCE WITH HARRIS S 65°47'10" W A DISTANCE OF 780.37' TO AN IRON PIN FOUND; THENCE LEAVING SAID HARRIS AND CREATING A DIVISIONAL LINE THROUGH THE ORIGINAL 34.552 ACRE TRACT N 24°19'12" W A DISTANCE OF 647.67' TO AN IRON PIN FOUND AT A CORNER POST ON THE ORIGINAL BOUNDARY, SAID PIN BEING A COMMON CORNER TO BANCROFT CHAPEL (DB 646C PG 378); THENCE WITH SAID BANCROFT CHAPEL N 47°20'10" E A DISTANCE OF 102.36' TO AN IRON PIN FOUND AT A 16" WHITE OAK; THENCE N 47°12'28" E A DISTANCE OF 394.89' TO AN IRON PIN FOUND; THENCE N 47°09'10" E A DISTANCE OF 881.02' TO AN IRON PIN FOUND ON THE WESTERN RIGHT OF WAY OF BANCROFT CHAPEL ROAD; THENCE WITH THE WESTERN RIGHT OF WAY OF BANCROFT CHAPEL ROAD WITH A CURVE WITH A RADIUS OF 244.00', TURNING TO THE RIGHT WITH AN ARC LENGTH OF 72.46', WITH A CHORD BEARING OF S 45°03'00" E, WITH A CHORD LENGTH OF 72.19', TO A POINT NOT SET; THENCE WITH A REVERSE CURVE WITH A RADIUS OF 813.01', TURNING TO THE LEFT WITH AN ARC LENGTH OF 258.68', WITH A CHORD BEARING OF S 45°39'31" E, WITH A CHORD LENGTH OF 257.59', TO A POINT NOT SET; THENCE S 54°46'30" E A DISTANCE OF 177.99' TO A POINT NOT SET; THENCE S 50°13'40" E A DISTANCE OF 219.68' TO THE POINT OF BEGINNING, HAVING AN AREA OF 25.712 ACRES

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

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



CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 1/12/2026

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BANCROFT CHAPEL ROAD FROM THE M-1R, LIGHT MANUFACTURING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 10TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Bancroft Chapel Road from the M-1R, Light Manufacturing District to PD, Planned Development District in the 10th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT AN IRON PIN FOUND ON THE WESTERN RIGHT OF WAY OF BANCROFT CHAPEL ROAD, SAID PIN BEING A COMMON CORNER TO ANGELA BAILEY HARRIS (DB 3597 PG 2490 & DB 3303 PG 2237); THENCE LEAVING THE RIGHT OF WAY AND WITH SAID HARRIS S 50°28'40" W A DISTANCE OF 786.43' TO AN IRON PIN FOUND; THENCE S 39°58'30" E A DISTANCE OF 274.76' TO AN IRON PIN FOUND BEING A COMMON CORNER TO KINGSPORT UTILITIES; THENCE WITH SAID KINGSPORT UTILITIES S 81°54'00" W A DISTANCE OF 153.52' TO A CONCRETE MARKER, SAID MARKER BEING A COMMON CORNER TO ANGELA BAILEY HARRIS (DB 3597 PG 2490 & DB 483C PG 136); THENCE WITH HARRIS S 65°47'10" W A DISTANCE OF 780.37' TO AN IRON PIN FOUND; THENCE LEAVING SAID HARRIS AND CREATING A DIVISIONAL LINE THROUGH THE ORIGINAL 34.552 ACRE TRACT N 24°19'12" W A DISTANCE OF 647.67' TO AN IRON PIN FOUND AT A CORNER POST ON THE ORIGINAL BOUNDARY, SAID PIN BEING A COMMON CORNER TO BANCROFT CHAPEL (DB 646C PG 378); THENCE WITH SAID BANCROFT CHAPEL N 47°20'10" E A DISTANCE OF 102.36' TO AN IRON PIN FOUND AT A 16" WHITE OAK; THENCE N 47°12'28" E A DISTANCE OF 394.89' TO AN IRON PIN FOUND; THENCE N 47°09'10" E A DISTANCE OF 881.02' TO AN IRON PIN FOUND ON THE WESTERN RIGHT OF WAY OF BANCROFT CHAPEL ROAD; THENCE WITH THE WESTERN RIGHT OF WAY OF BANCROFT CHAPEL ROAD WITH A CURVE WITH A RADIUS OF 244.00', TURNING TO THE RIGHT WITH AN ARC LENGTH OF 72.46', WITH A CHORD BEARING OF S 45°03'00" E, WITH A CHORD LENGTH OF 72.19', TO A POINT NOT SET; THENCE WITH A REVERSE CURVE WITH A RADIUS OF 813.01', TURNING TO THE LEFT WITH AN ARC LENGTH OF 258.68', WITH A CHORD BEARING OF S 45°39'31" E, WITH A CHORD LENGTH OF 257.59', TO A POINT NOT SET; THENCE S 54°46'30" E A DISTANCE OF 177.99' TO A POINT NOT SET; THENCE S



50°13'40" E A DISTANCE OF 219.68' TO THE POINT OF  
BEGINNING, HAVING AN AREA OF 25.712 ACRES

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

\_\_\_\_\_  
PAUL W. MONTGOMERY  
Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1ST READING \_\_\_\_\_  
PASSED ON 2ND READING \_\_\_\_\_

## **Supplementary Information – Bancroft Chapel Road Rezoning Request**

### **Principal uses permitted in the PD District are as follows:**

Single-family detached dwellings; Small group residential projects; Two-family dwellings; Multifamily dwellings; Dormitories, sorority or fraternity houses, boarding houses or lodging houses; Group residential projects.

### **Special exceptions uses are permitted only with the approval of the BZA and are allowed in the PD district as follows:**

Cemeteries and other burial grounds, Day care nurseries, Country clubs and golf course, Churches and other places of worship, Schools and colleges for academic instruction, On-site subdivision sales offices while sales are underway.

### **Standards of Review:**

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed Planned Development is suitable given the surrounding development pattern, which includes residential zoning within both the city and county. The PD zone allows for a coordinated and thoughtfully designed development that can provide appropriate transitions, buffering, and compatibility with adjacent residential uses.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The proposed PD zoning is expected to reduce potential land use conflicts when compared to the existing M-1 classification. Planned Development standards allow for site-specific controls related to layout, density, buffering, and access, which will help protect the usability and character of nearby residential properties.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** While the property may have reasonable economic use under the existing M-1 zoning, that classification is less compatible with the surrounding residential development pattern. The proposed PD zoning provides a reasonable and economically viable alternative that better reflects current conditions and allows for development that is more appropriate in this location.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed PD rezoning is consistent with land use policies that promote compatibility, appropriate land use transitions, and protection of established residential neighborhoods. The PD district allows site-specific standards tailored to the surrounding residential context. Notably, the proposed Future Placetype Map designates the area as Suburban Living, which supports predominantly single-family residential development, and the proposal aligns with this long-term vision.

**Proposed use:** Residential Development

**The Future Placetype Map recommends** suburban living.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The presence of established residential zoning and development in both the city and county surrounding the site represents a changed condition that supports approval of the proposed rezoning. Transitioning the property from an industrial zoning district to a Planned Development will better align the site with its surroundings and promote orderly growth and development.

**Kingsport Regional Planning Commission**  
**Rezoning Report**

**File Number REZONE25-0308**

**Bancroft Chapel Road Rezoning**

<b>Property Information</b>			
<b>Address</b>	Bancroft Chapel Road		
<b>Tax Map, Group, Parcel</b>	Tax Map 032 Portion of Parcel 015.20		
<b>Civil District</b>	10		
<b>Overlay District</b>	N/A		
<b>Land Use Designation</b>	Industrial		
<b>Acres</b>	Rezone Site 25.712 acres +/-		
<b>Existing Use</b>	Vacant	<b>Existing Zoning</b>	M-1
<b>Proposed Use</b>	Residential	<b>Proposed Zoning</b>	PD
<b>Owner /Applicant Information</b>			
<b>Name:</b> B & G Investments <b>Address:</b> P.O. Box 3543 <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37664		<b>Intent:</b> <i>To rezone from M-1 (Light Manufacturing District) to PD (Planned Development District) to accommodate future residential development.</i>	
<b>Planning Department Recommendation</b>			
<p><b>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</b></p> <ul style="list-style-type: none"> <li><i>The proposed PD rezoning is compatible with adjacent and adjoining city and county residential zoning.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li><i>The rezoning site is currently vacant.</i></li> <li><i>Water and sewer available to the rezoning site.</i></li> <li><i>The development review team is supportive of the rezoning request.</i></li> </ul>			
<b>Planner:</b>	Jessica McMurray	<b>Date:</b>	January 5, 2026
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>January 15, 2026</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

## PROPERTY INFORMATION

<b>ADDRESS</b>	A Portion of Parcel 015.20
<b>DISTRICT</b>	10
<b>OVERLAY DISTRICT</b>	N/A
<b>EXISTING ZONING</b>	M-1 (Light Manufacturing District)
<b>PROPOSED ZONING</b>	PD (Planned Development District)
<b>ACRES</b>	Rezone Site 25.712 acres +/-
<b>EXISTING USE</b>	Vacant
<b>PROPOSED USE</b>	Residential

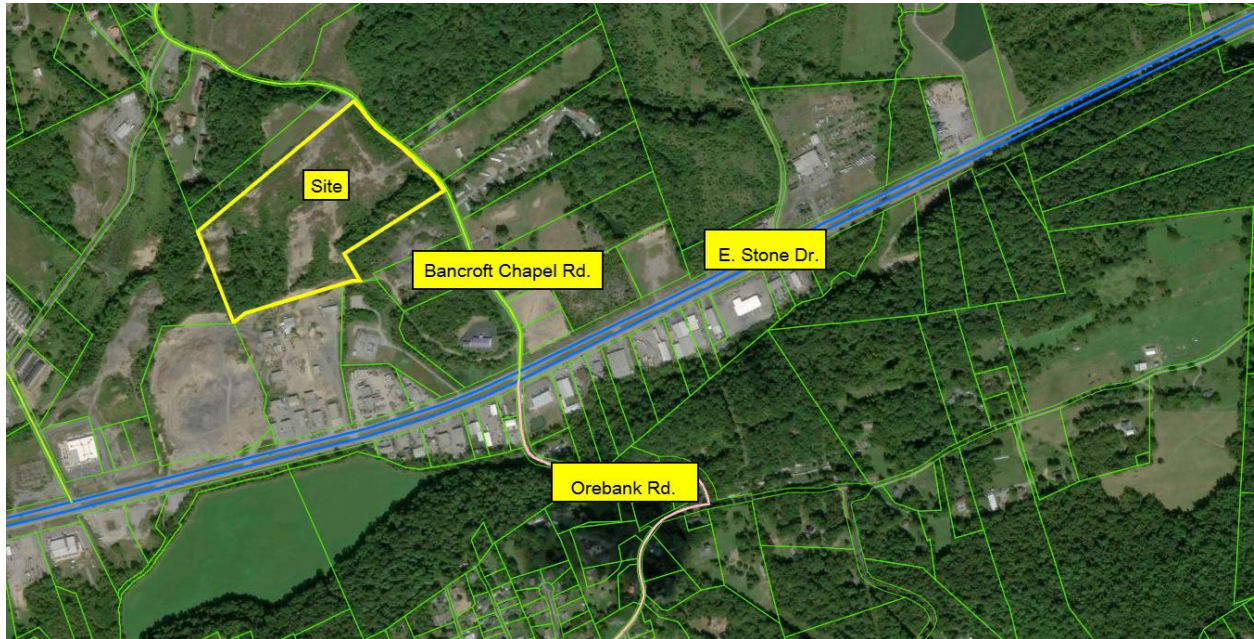
**PETITIONER**

**ADDRESS** **P.O. Box 3543, Kingsport, TN 37664**

## INTENT

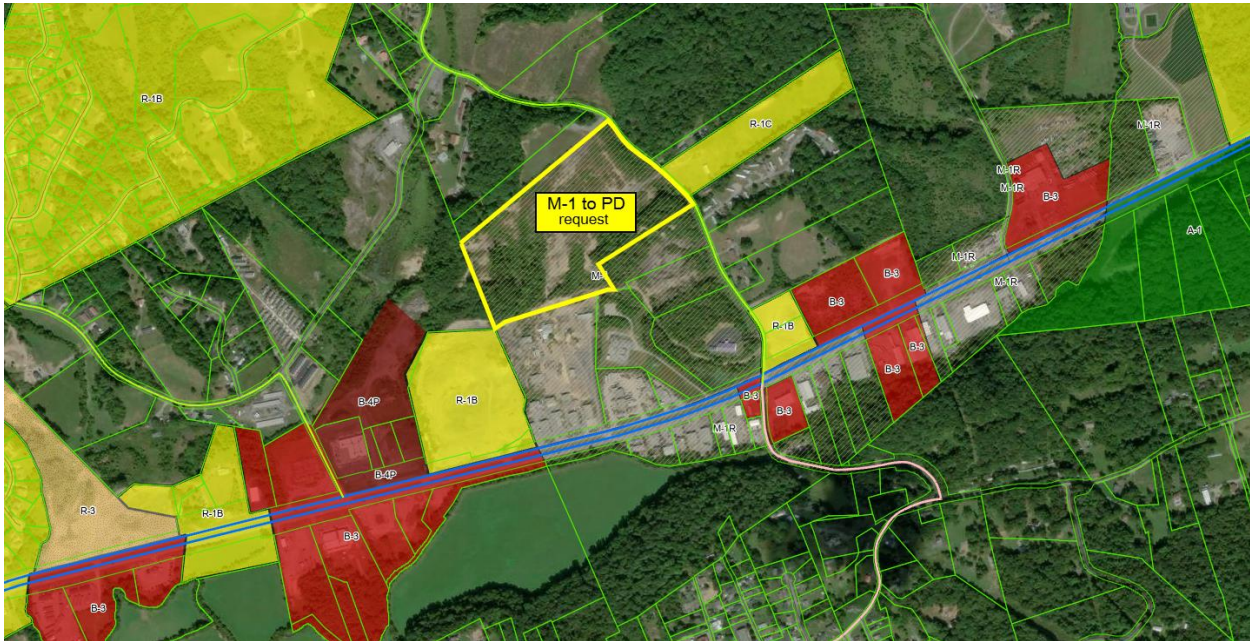
*To rezone from M-1 (Light Manufacturing District) to PD (Planned Development District) to accommodate future residential development.*

Vicinity Map

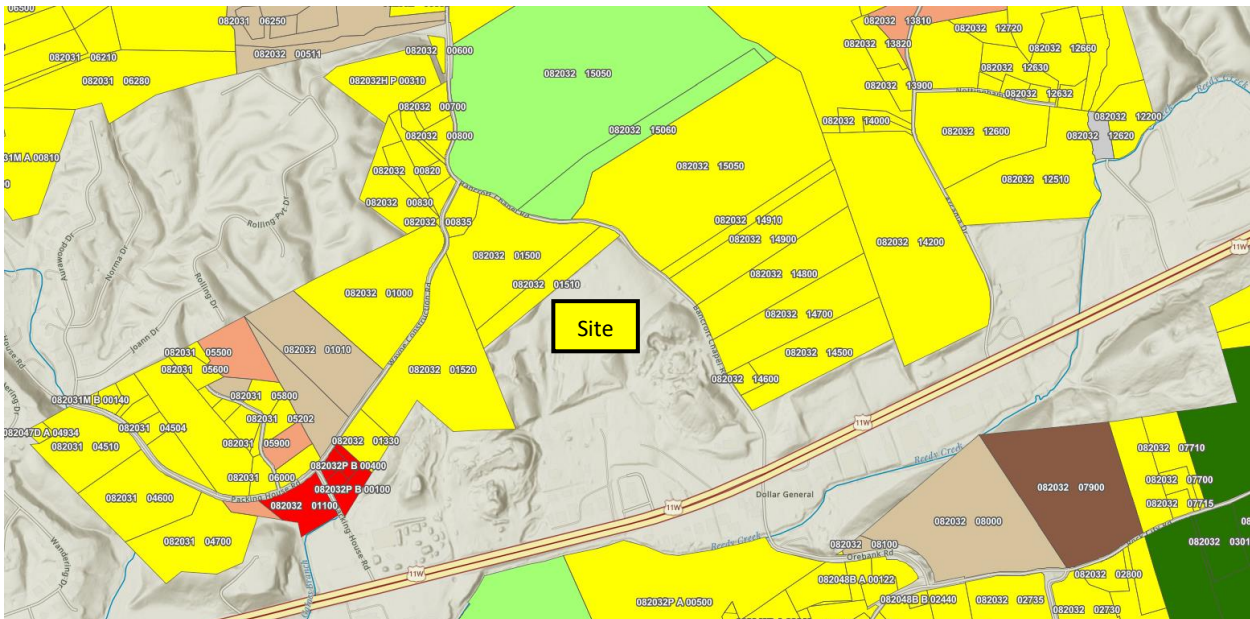




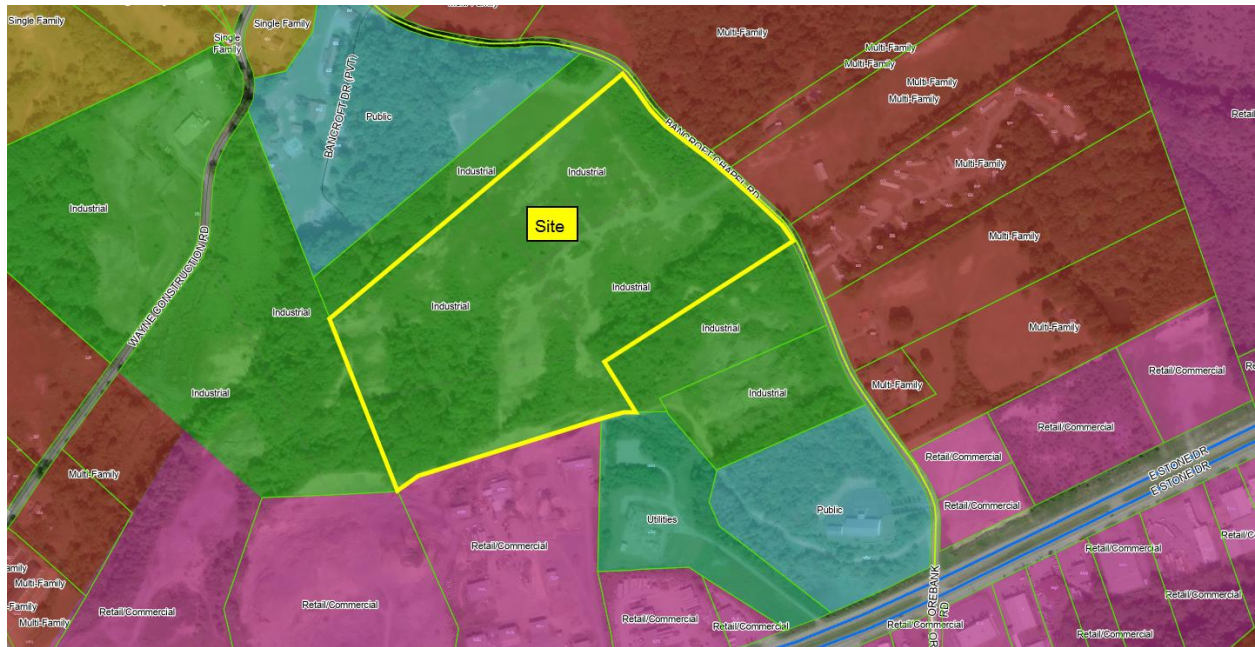
### Surrounding City Zoning Map



### Surrounding County Zoning Map



Future Land Use Plan 2030





Aerial



**View from Site Facing Bancroft Chapel Road**





**View from Site Facing toward E. Stone Drive**



View of Site



**View from Site Facing Bancroft Chapel Road**

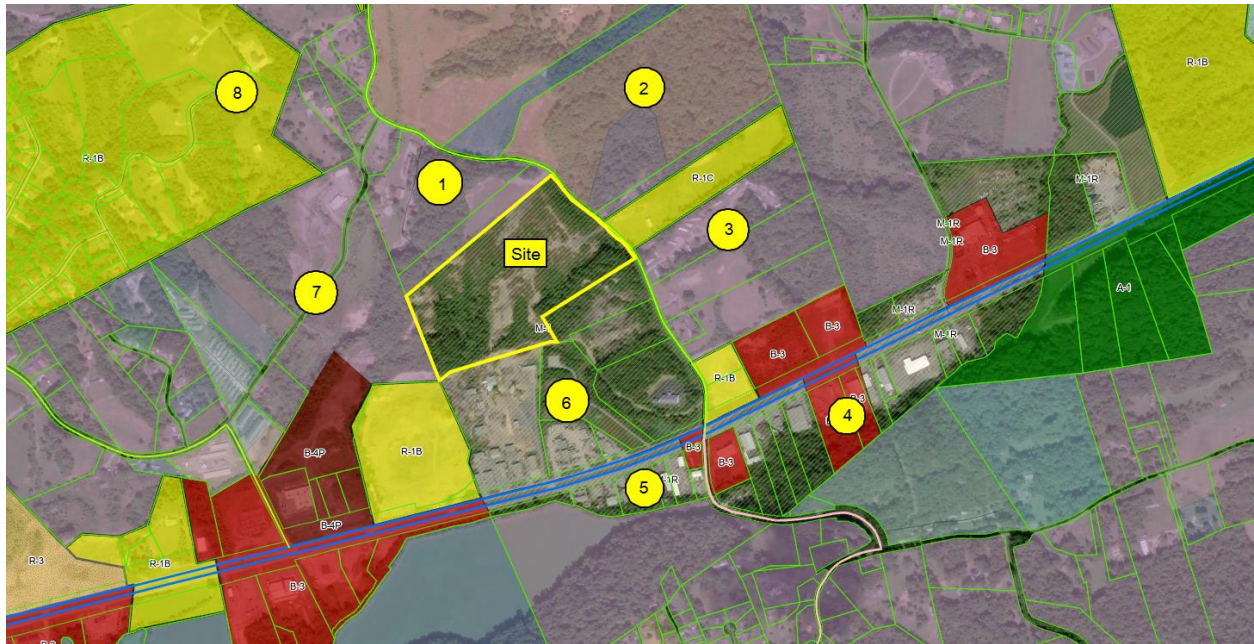




View from Site Facing Bancroft Chapel Road



EXISTING USES LOCATION MAP



**Rezoning Report**

**Kingsport Regional Planning Commission**

**File Number REZONE25-0308**

**Existing Zoning/ Land Use Table**

<b>Location</b>	<b>Parcel / Zoning Petition</b>	<b>Zoning / Name</b>	<b>History Zoning Action Variance Action</b>
North	<b>1</b>	<u>Zone: County R-1</u> Use: single-family	
Northeast	<b>2</b>	<u>Zone: County R-1</u> Use: commercial	
East	<b>3</b>	<u>Zone: County R-1</u> Use: mobile home park	
Southeast	<b>4</b>	<u>Zone: City B-3</u> Use: commercial	
South	<b>5</b>	<u>Zone: City M-1R</u> Use: commercial	
Southwest	<b>6</b>	<u>Zone: City M-1</u> Use: commercial	
West	<b>7</b>	<u>Zone: County R-1</u> Use: vacant	
Northwest	<b>8</b>	<u>Zone: City R-1B</u> Use: single-family	



**Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 5, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed Planned Development is suitable given the surrounding development pattern, which includes residential zoning within both the city and county. The PD zone allows for a coordinated and thoughtfully designed development that can provide appropriate transitions, buffering, and compatibility with adjacent residential uses.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The proposed PD zoning is expected to reduce potential land use conflicts when compared to the existing M-1 classification. Planned Development standards allow for site-specific controls related to layout, density, buffering, and access, which will help protect the usability and character of nearby residential properties.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** While the property may have reasonable economic use under the existing M-1 zoning, that classification is less compatible with the surrounding residential development pattern. The proposed PD zoning provides a reasonable and economically viable alternative that better reflects current conditions and allows for development that is more appropriate in this location.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed PD rezoning is consistent with land use policies that promote compatibility, appropriate land use transitions, and protection of established residential neighborhoods. The PD district allows site-specific standards tailored to the surrounding residential context. Notably, the proposed Future Placetype Map designates the area as Suburban Living, which supports predominantly single-family residential development, and the proposal aligns with this long-term vision.

**Proposed use:** Residential Development

**The Future Placetype Map recommends** suburban living.

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The presence of established residential zoning and

**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number REZONE25-0308**

development in both the city and county surrounding the site represents a changed condition that supports approval of the proposed rezoning. Transitioning the property from an industrial zoning district to a Planned Development will better align the site with its surroundings and promote orderly growth and development.

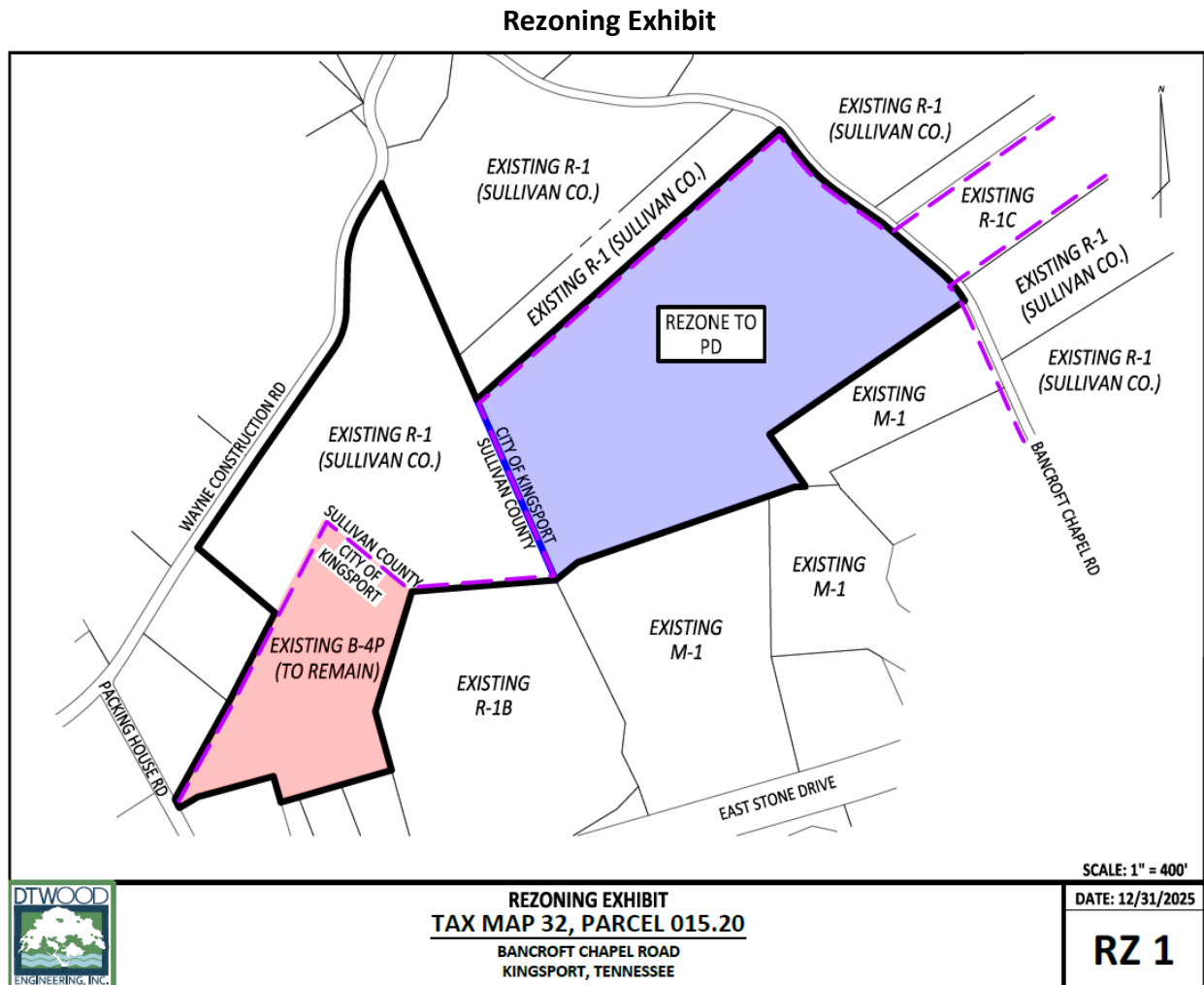
**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number REZONE25-0308**

**Zoning Development Plan (A Full Size Copy Available for Meeting)**

A zoning development plan is not included with this request, as it is not required for rezoning to the Planned Development (PD) District. Submission and approval of a zoning development plan by the Planning Commission will be required prior to any construction.



**CONCLUSION**

Staff recommends sending a positive recommendation to rezone from M-1 to PD, based on the proposal’s compatibility with surrounding City and County residential zoning districts.



## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-35-2026

Work Session: February 2, 2026

First Reading: February 3, 2026

Final Adoption: February 17, 2026

Staff Work By: Bishop

Presentation By: McCartt

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### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

If approved, the General Fund will be amended by accepting a donation of \$200 from the Appalachian Community Federal Credit Union and a donation in the amount of \$200 From Cardinal FG Company to Kingsport Fire Station #3 for the purchase of food as a thank you for the KFD's community outreach efforts. The City of Kingsport will also accept a \$500 donation from Shades of Grace United Methodist Church for the purchase of multi-use rescue tools.

The Transit Fund will be amended by accepting the FY25-26 Section 5307 Operations and Preventive Maintenance Grant from the Department of Transportation in the amount of \$1,051,600.

The Transit Operations project (FTA038) will also accept a donation from Grace Point Fellowship Church in the amount of \$1,000 for the purpose of providing free transportation to the City of Kingsport during "Love Your City Week".

The General Projects-Special Revenue Fund will be amended by accepting a Library Top Grant from the Tennessee State Library and Archives in the amount of \$4,080 for the purchase of equipment and services to provide Wi-Fi hotspots for home use. A match of \$1,020 is required from the General Fund.

The Water Project Fund is being amended by accepting \$58,893 from the Sewer Project Fund for the purchase of a Ditch Witch.

The Fleet Fund is being amended by accepting \$132,592 from the Water Project Fund and by accepting \$132,592 from the Sewer Project Fund for the purchase of a Hydro Excavator. The total amount being transferred to the Fleet Fund is \$265,184.

#### **Attachments:**

1. Budget Ordinance
2. Ordinance Summary

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS  
FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by accepting a donation of \$200 from the Appalachian Community Federal Credit Union and a donation in the amount of \$200 from Cardinal FG Company to the Contributions From Corporations line (110-0000-364.20-00) and allocated to the Food line (110-3501-451.30-12) in the amount of \$400 for the purchase of food as a thank you for the KFD's community outreach efforts. The City of Kingsport will also accept a \$500 donation from Shades of Grace United Methodist Church to the Contributions From Non-Profit Groups line (110-0000-364.30-00) and allocated to the Operating Supplies & Tool line (110-3501-451.30-20) for the purchase of multi-use rescue tools, and by transferring \$1,020 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to provide matching funds for the Library TOP Grant.

SECTION II. That the Urban Mass Transit Authority Grant Fund be amended by accepting the FY25-26 Section 5307 Operations and Preventive Maintenance Grant in the amount \$1,051,600 to the 5307 Operations/Capital project (FTA038), and by accepting a donation in the amount of \$1,000 From Grace Point Fellowship Church to the 5307 Operations/Capital project (FTA038) for the purpose of providing free transportation to the City of Kingsport during "Love Your City Week".

SECTION III. That the General Projects-Special Revenue Fund be amended by accepting a Library Top Grant from the Tennessee State Library and Archives to the Library TOP Grant project (NC2611) in the amount of \$4,080 and by allocating matching funds from the General Fund in the amount of \$1,020 for the purchase of equipment and services to provide Wi-Fi hotspots for home use.

SECTION IV. That the Water Fund be amended by accepting \$58,893 from the Sewer Fund and by appropriating the \$58,893 to the Hydro Excavator project (WA2503), and by accepting \$132,592 from the Water Project Fund and allocating the \$132,592 to the Fleet Fund.

SECTION V. That the Sewer Fund be amended by accepting \$58,893 from the Hydro Excavator Truck project (SW2504) and allocating \$58,893 to the Water fund, and by accepting \$132,592 from the Hydro Excavator Truck project (SW2504) and allocating the \$132,592 to the Fleet Fund.

SECTION VI. That the Water Project Fund be amended by decreasing the Hydro Excavator project (WA2503) by \$58,893 and allocating the \$58,893 to the Water Fund, and by decreasing the Hydro Excavator project (WA2503) by \$132,592 and allocating the \$132,592 to the Water Fund.

SECTION VII. That the Sewer Project Fund be amended by decreasing the Hydro Excavator Truck project (SW2504) by \$58,893 and allocating the \$58,893 to the Sewer Fund, and by decreasing the Hydro Excavator Truck project (SW2504) by \$132,592 and allocating the \$132,592 to the Sewer Fund.

SECTION VIII. That that Fleet Fund be amended by accepting \$132,592 from the Water Fund and amended by accepting \$132,592 from the Sewer Fund and allocating the \$265,184 to Replacement Vehicles line (511-5008-501.90-10).

**Fund 110: General Fund**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-0000-364.20-00 From Corporations	0	400	400
110-0000-364.30-00 From Non-Profit Groups	0	500	500
	<b>0</b>	<b>900</b>	<b>900</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-3501-451.30-12 Food	800	400	1,200
110-3501-451.30-20 Operating Supplies and Tool	24,545	500	25,045
110-4804-481.70-35 To Gen Proj – Special Rev	5,825,911	1,020	5,826,931
110-4890-901.60-01 Reserve for Future Appr.	102,841	(1,020)	101,821
<b>Total:</b>	<b>5,984,097</b>	<b>900</b>	<b>6,414,997</b>

**Fund 123: Urban Mass Transit Fund**

**5307 Operations/Capital (FTA038)**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	1,140,700	1,051,600	2,192,300
123-0000-364.30-00 From Non-Profit Groups	0	1,000	1,000
<b>Total:</b>	<b>1,140,700</b>	<b>1,052,600</b>	<b>2,193,300</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	1,100,000	548,333	1,648,333
123-5901-602.10-11 Overtime	55,000	27,417	82,417
123-5901-602.10-20 Social Security	75,000	37,386	112,386
123-5901-602.10-30 Group Health Insurance	180,000	89,727	269,727
123-5901-602.10-41 TCRS Retirement	90,000	44,864	134,864
123-5901-602.10-42 TCRS Hybrid Retirement	3,300	1,645	4,945
123-5901-602.10-43 ICMA Retirement	37,000	18,444	55,444
123-5901-602.10-50 Life Insurance	1,800	897	2,697
123-5901-602.10-52 Long Term Disability Ins	1,600	798	2,398
123-5901-602.10-60 Workmen's Compensation	1,100	548	1,648
123-5901-602.10-61 Unemployment Insurance	2,200	1,097	3,297
123-5901-602.20-10 Advertising & Publication	1,000	498	1,498
123-5901-602.20-11 Printing & Binding	6,400	3,190	9,590
123-5901-602.20-20 Professional/Consultant	500	249	749
123-5901-602.20-30 Electric Service	22,600	11,266	33,866
123-5901-602.20-33 Water & Sewer	5,500	2,742	8,242
123-5901-602.20-34 Telephone	3,400	1,695	5,095

123-5901-602.20-36 Natural Gas	4,100	2,044	6,144
123-5901-602.20-40 Travel Expense	19,500	9,720	29,220
123-5901-602.20-41 Registration Fees/Tuition	5,300	2,642	7,942
123-5901-602.20-43 Dues & Memberships	7,000	3,489	10,489
123-5901-602.20-44 Literature/Subscriptions	1,000	498	1,498
123-5901-602.20-45 Training	3,000	1,495	4,495
123-5901-602.20-52 Medical Services	800	399	1,199
123-5901-602.20-54 Equipment Rental	6,000	2,991	8,991
123-5901-602.20-55 Repairs & Maintenance	7,000	3,489	10,489
123-5901-602.20-56 Repairs & Maint-Vehicles	400,000	199,394	599,394
123-5901-602.20-57 Computer Repairs/Mainten	2,000	997	2,997
123-5901-602.20-69 Stormwater Fee Expense	1,600	798	2,398
123-5901-602.20-75 Temporary Employees	9,300	4,636	13,936
123-5901-602.20-99 Miscellaneous	7,300	3,639	10,939
123-5901-602.30-10 Office Supplies	6,100	3,041	9,141
123-5901-602.30-11 Postage	500	249	749
123-5901-602.30-12 Food	3,100	1,545	4,645
123-5901-602.30-20 Operating Supplies & Tool	8,500	4,237	12,737
123-5901-602.30-22 Maintenance Supplies	20,200	10,069	30,269
123-5901-602.30-26 Sign Parts & Supplies	300	150	450
123-5901-602.30-29 Clothing & Uniforms	5,600	2,792	8,392
123-5901-602.50-26 Vehicle Ins Chgd by FLM	7,000	3,490	10,490
<b>Total:</b>	<b>2,111,600</b>	<b>1,052,600</b>	<b>3,164,200</b>

**Fund 111: Gen Proj – Special Revenue Fund**  
**Library TOP Grant (NC2611)**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-332.73-00 TN State Library Grant	0	4,080	4,080
111-0000-391.01-00 From General Fund	0	1,020	1,020
<b>Total:</b>	<b>0</b>	<b>5,100</b>	<b>5,100</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-601.20-20 Professional Consultant	0	2,500	2,500
111-0000-601.30-20 Operating Supplies and Tool	0	2,600	2,600
<b>Total:</b>	<b>0</b>	<b>5,100</b>	<b>5,100</b>

**Fund 411: Water Fund**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
411-0000-391-4561 From Sewer Fund	0	58,893	58,893
<b>Total:</b>	<b>0</b>	<b>58,893</b>	<b>58,893</b>

**Expenditures:**

411-6996-696.76-01 To Water Project Fund  
 411-6996-699.70-09 To Fleet Fund

	\$	\$	\$
	3,200,000	(73,699)	3,126,301
	0	132,592	132,592
<b>Total:</b>	<b>3,200,000</b>	<b>58,893</b>	<b>3,258,893</b>

**Fund 412: Sewer Fund****Account Number/Description:****Expenditures:**

412-6996-696.76-02 To Sewer Project Fund  
 412-6996-699.70-02 To Water Fund  
 412-6996-699.70-09 To Fleet Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	2,430,000	(191,485)	2,238,515
	0	58,893	58,893
	0	132,592	132,592
<b>Total:</b>	<b>2,430,000</b>	<b>0</b>	<b>2,430,000</b>

**Fund 451: Water Project Fund:****Hydro Excavator (WA2503)****Account Number/Description:****Revenues:**

451-0000-391.45-00 From Water Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	200,000	(73,699)	126,301
<b>Total:</b>	<b>200,000</b>	<b>(73,699)</b>	<b>126,301</b>

**Expenditures:**

451-0000-605.90-03 Improvements

	\$	\$	\$
	200,000	(73,699)	126,301
<b>Total:</b>	<b>200,000</b>	<b>(73,699)</b>	<b>126,301</b>

**Fund 452: Sewer Project Fund:****Hydro Excavator Truck (SW2504)****Account Number/Description:****Revenues:**

452-0000-391.42-00 From Sewer Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	200,000	(191,485)	8,515
<b>Total:</b>	<b>200,000</b>	<b>(191,485)</b>	<b>8,515</b>

**Expenditures:**

452-0000-606.90-03 Improvements

	\$	\$	\$
	200,000	(191,485)	8,515
<b>Total:</b>	<b>200,000</b>	<b>(191,485)</b>	<b>8,515</b>



**Fleet Maintenance Fund: 511**

**Account Number/Description:**

**Revenues:**

511-0000-391.42-00 From Sewer

511-0000-391.45-00 From Water

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	132,592	132,592
	0	132,592	132,592
<b>Total:</b>	<b>0</b>	<b>265,184</b>	<b>265,184</b>

**Expenditures:**

511-5008-501.90-10 Replacement Vehicles

	\$	\$	\$
	7,599,374	265,184	7,864,558
<b>Total:</b>	<b>7,599,374</b>	<b>265,184</b>	<b>7,864,558</b>

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.

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:

CITY OF KINGSPORT  
FISCAL YEAR 2025-2026  
BUDGET AMENDMENT NUMBER 9

**ITEM ONE: Accepts Three Donations to the Kingsport Fire Department**

The Appalachian Community Federal Credit Union and the Cardinal FG Company both donated \$200 for a total of \$400 to Kingsport Fire Station #3 for the purchase of food as a thank you for the KFD's community outreach efforts. Shades of Grace United Methodist Church also donated \$500 to the Kingsport Fire Department for the purchase of multi-use rescue tools.

**ITEM TWO: Accepts Annual Operations Funds from the Department of Transportation**

Accepts the FY25-26 Section 5307 Operations and Preventive Maintenance Grant from the Department of Transportation in the amount of \$1,051,600 to the current Transit Operations project (FTA038).

**ITEM THREE: Accepts a Donation for Free Transportation during "Love Your City Week"**

Accepts a donation in the amount of \$1,000 from Grace Point Fellowship Church for the purpose of providing free transportation to the City of Kingsport during "Love Your City Week"

**ITEM FOUR: Accepts Library TOP Grant for Wi-Fi Hotspots for Home Use**

Accepts a Library Top Grant from the Tennessee State Library and Archives in the amount of \$4,080 for the purchase of equipment and services to provide Wi-Fi hotspots for home use. This Grant requires a \$1,020 match from the General Fund. The total amount of the grant funded project will be \$5,100.

**ITEM FIVE: Transfers \$58,893 for the purchase of Ditch Witch**

The Water Project Fund is being amended by accepting of \$58,893 from the Sewer Project Fund for the purchase of a Ditch Witch.

**ITEM SIX: Transfers \$132,592 for the purchase of Hydro Excavator**

The Fleet Fund is being amended by accepting \$132,592 from the Water Project Fund and by accepting \$132,592 from the Sewer Project Fund for the purchase of a Hydro Excavator. The total amount being transferred to the Fleet Fund is \$265,184.



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Amend the Zoning Ordinance as it Pertains to Data Center and Cryptocurrency Mining Land Uses**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-16-2026

Work Session: January 20, 2026

First Reading: January 20, 2026

**Final Adoption: February 3, 2026**

Staff Work By: K. Weems

Presentation By: Ken Weems

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#### **Strategic Focus Area: 6. Strong & Vibrant Neighborhoods**

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#### **Recommendation:**

Approve Ordinance

#### **Executive Summary:**

If approved, this zoning text amendment would amend multiple sections of Section 114 of the City Code and will create definitions, development standards, and location standards for proper siting of data center and cryptocurrency mining land uses.

Data center and associated cryptocurrency mining uses are emerging land uses in East Tennessee and are not currently addressed specifically in the City's zoning code. The City's existing code was created without anticipation of mass digitization. Subsequently, an amendment to the City's code is needed to best protect existing land uses and provide an appropriate framework for siting data centers, to include data centers that function as cryptocurrency mines. A clear distinction should be made between standard data centers and data centers used as cryptocurrency mining facilities, as the latter constitute a high-intensity land use with notable sound impacts that warrant careful consideration when sited adjacent to lower-intensity uses.

Staff proposes requiring a special exception to be granted by the Kingsport Board of Zoning Appeals for any data center siting proposal. Through the special exception process, data centers could locate as a principal use only in the City's M-2 (General Manufacturing) zone. The amendment also contains a provision for data centers as accessory uses for the City's existing commercial zones. It is important to note that if a data center is proposed as an accessory use, cryptocurrency mining must not be an element of the proposal.

No calls or comments have been received on this item. During their December regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation to the Board of Mayor and Aldermen in support of approving this text amendment. The notice of public hearing was published on December 29, 2025.

#### **Attachments:**

1. Ordinance

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

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

AN ORDINANCE AMENDING CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO DATA CENTERS AND CRYPTOCURRENCY MINING; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Sec 114-1 Code of Ordinances, City of Kingsport, Tennessee is amended by adding the existing text:

Sec. 114-1. – Definitions:

*Cryptocurrency Mining* means the process by which cryptocurrency transactions are verified and added to the public ledger, known as the block chain, and also the means through which new units of crypto are released, through the use of data centers. This definition does not include use of not more than five computers from which cryptocurrency is mined in an enclosed structure, provided the cryptocurrency is not mined for commercial purposes.

*Data Center* means a facility consisting of buildings or structures specifically designed or modified for storage, management, processing, and/or transmission of digital data. This includes *Cryptocurrency Mining*. Such facilities may include high-density computer and/or network equipment, systems, servers, appliances, air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations. Administrative areas and offices for the purpose of supporting the primary activity may be located within the buildings.

SECTION II. That Sec 114-191(a)(2) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and replacing with:

(2) Credit agencies, brokers, travel agencies, real estate offices, finance, photography studios, law offices.

SECTION III. That Sec 114-353(1) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and replacing with:

(1) Offices for brokers, businesses, credit agencies, finance, government, law, medical, photography, real estate and travel agencies.

SECTION IV. That Sec 114-199(d)(2) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and replacing with:

(2) Cryptocurrency Mining and Data Centers, provided that upon findings of fact that all of the following criteria are met:

a. A perimeter minimum yard of 100 feet;

b. All digital data operations use shall be conducted in a completely enclosed building;

c. All facilities shall not be located within 500 feet of any residential use or district. This includes any zoning district that permits single-family residences or dwellings. The measurement shall be made from the nearest property line or zoning line of the residential use or district, whichever is closer, to the nearest property line of the property that contains the data center use;

d. The applicant shall demonstrate through a sound study conducted by a professional acoustical expert that the sound generated by a data center shall be limited to a maximum decibel level of 60 (dBA) as measured from the property line of the use. Such sound study shall be conducted using generally accepted methodology. A sound study shall be conducted at the following phases:

1. A preliminary study shall be conducted and supplied as part of the special exception application process. The preliminary sound study shall include recommended sound reducing materials or systems as needed to meet the required sound limit.

2. An interim sound study shall be conducted during the building permit approval process based upon the proposed user or users of the data center uses depicted on the building plans. Any sound reducing materials or systems recommended by interim sound study shall be incorporated into the construction plans for the use.

3. An as-built sound study shall be conducted six months after issuance of the certificate of occupancy. If it is determined by the as-built sound study that there is a violation of the aforesaid noise limits, it shall be considered a violation of this ordinance.

e. The applicant shall provide a vibration study prepared by a qualified professional that demonstrates that no vibration from the data center or associated equipment will be perceptible to the human sense of feeling beyond the property line.

SECTION V. That Sec 114-564(5) Code of Ordinances, City of Kingsport, Tennessee is amended by adding the following text as a new subparagraph e.:

e. Data Center: one parking space per 8,000 square feet of floor area designed and intended to be accessible regularly by employees, or one parking space for every one employee, based upon the maximum number of employees on site during the largest shift, whichever is lesser.

SECTION VI. That Sec 114-194(c) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and replacing with:

(c)Special Exceptions. Special exceptions. Special exceptions are permitted only with the approval of the board of zoning appeals and are allowed in the B-2 district as follows:

(1) Communication facilities and facilities with drive-throughs with a weekday peak hour volume of 30 vehicles or greater per 1000 square feet (per the 8th edition ITE Traffic Generation Manual), as measured for the entire site;

(2) Data centers no larger than a total accumulative allotment of 2,000 sq. ft. net floor area in size as an accessory use strictly operated in support of the primary business on the same property; when data centers as accessory uses are considered, cryptocurrency mining must not be an element of the accessory data center proposal.

SECTION VII. That Sec 114-203(c) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and replacing with:

(c)Special Exceptions. Special exceptions. Special exceptions are permitted only with the approval of the board of zoning appeals and are allowed in the B-2E district as follows:

(1) Communication facilities and facilities with drive-throughs with a weekday peak hour volume of 30 vehicles or greater per 1000 square feet (per the 8th edition ITE Traffic Generation Manual), as measured for the entire site;

(2) Data centers no larger than a total accumulative allotment of 2,000 sq. ft. net floor area in size as an accessory use strictly operated in support of the primary business on the same property; when data centers as accessory uses are considered, cryptocurrency mining must not be an element of the accessory data center proposal.

SECTION VIII. That Sec 114-195(c) Code of Ordinances, City of Kingsport, Tennessee is amended by adding as a new subsection (3) the following text:

(3). Data centers no larger than a total accumulative allotment of 2,000 sq. ft. net floor area in size as an accessory use strictly operated in support of the primary business on the same property. When data centers as accessory uses are considered, cryptocurrency mining must not be an element of the accessory data center proposal.

SECTION IX. That Sec 114-227 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and replacing with:

Sec. 114-227. – Special exceptions

Permitted only with approval of board of zoning appeals: Helistops; institution for human care; open-air businesses such as plant sales, lawn furniture, playground equipment, and garden supplies; minor automobile repair centers; and parking lots and structures; data centers no larger than a total accumulative allotment of 2,000 sq. ft. net floor area in size as an accessory use strictly operated in support of the primary business on the same property. When data centers as accessory uses are considered, cryptocurrency mining must not be an element of the accessory data center proposal.

SECTION X. That Sec 114-382 Code of Ordinances, City of Kingsport, Tennessee is amended by adding as a new subsection (8) the following text:

(8) data centers no larger than a total accumulative allotment of 2,000 sq. ft. net floor area in size as an accessory use strictly operated in support of the primary business on the same property. When data centers as accessory uses are

considered, cryptocurrency mining must not be an element of the accessory data center proposal.

SECTION XI. That Sec 114-191 Code of Ordinances, City of Kingsport, Tennessee is amended by adding as a new subsection (8) the following text:

(8) data centers no larger than a total accumulative allotment of 2,000 sq. ft. net floor area in size as an accessory use strictly operated in support of the primary business on the same property. When data centers as accessory uses are considered, cryptocurrency mining must not be an element of the accessory data center proposal.

SECTION XII. That Sec 114-192(d) Code of Ordinances, City of Kingsport, Tennessee is amended by adding as a new subsection (2) the following text:

(2) Data centers no larger than a total accumulative allotment of 2,000 sq. ft. net floor area in size as an accessory use strictly operated in support of the primary business on the same property; When data centers as accessory uses are considered, cryptocurrency mining must not be an element of the accessory data center proposal.

SECTION XIII. That Sec 114-355 Code of Ordinances, City of Kingsport, Tennessee is amended by adding the following new text:

Sec. 114-355. – Special Exceptions

Data centers no larger than a total accumulative allotment of 2,000 sq. ft. net floor area in size as an accessory use strictly operated in support of the primary business on the same property. When data centers as accessory uses are considered, cryptocurrency mining must not be an element of the accessory data center proposal.

SECTION XIV. 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.

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PAUL W. MONTGOMERY, Mayor

ATTEST:

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ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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RODNEY B. ROWLETT III, City Attorney

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

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





## AGENDA ACTION FORM

### **Consideration of an Ordinance to Amend the Zoning Ordinance as it Pertains to Residential Foundation Requirements**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-17-2026

Work Session: January 20, 2026

First Reading: January 20, 2026

**Final Adoption: February 3, 2026**

Staff Work By: K. Weems

Presentation By: Ken Weems

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### **Strategic Focus Area: 6. Strong & Vibrant Neighborhoods**

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#### **Recommendation:**

Approve Ordinance

#### **Executive Summary:**

If approved, this zoning text amendment will update Section 114-131(7) and change the minimum residential foundation perimeter enclosure material from four-inch-thick solid underpinning to six inch-width masonry.

This section of the zoning text deals with foundation requirements for residential dwellings, including manufactured homes. The City's Building Department has requested to amend the zoning text to align with best practices in the building industry. The amendment would ensure that the perimeter enclosures are constructed to provide long-term durability for homeowners.

During their December regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation to the Board of Mayor and Aldermen in support of approving this text amendment. The notice of public hearing was published on December 29, 2025.

#### **Attachments:**

1. Ordinance

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

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

AN ORDINANCE AMENDING SECTION 114-131 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO FOUNDATION REQUIREMENTS FOR RESIDENTIAL DWELLINGS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Sec 114-131(7) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

Sec. 114-131. – Uniform regulations

(7) Foundation *requirements for residential dwellings*. All residential dwellings, including manufactured homes, shall be located in appropriately zoned districts and shall meet minimum setback and landscaping requirements of the district in which the property is located. All residential dwellings, including manufactured homes, shall have a minimum of six inch-width masonry, to include footings capable of carrying the applicable loads for a permanent perimeter enclosure of the foundation system. All manufactured homes shall have the chassis tongue and hitch permanently removed.

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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

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

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



## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-23-2026

Work Session: January 20, 2026

First Reading: January 20, 2026

**Final Adoption: February 3, 2026**

Staff Work By: Bishop

Presentation By: McCartt

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### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

If approved, \$25,000 will be transferred in the General Fund, \$25,000 will be appropriated from the Criminal Forfeiture Fund's Fund Balance, and \$25,000 will be appropriated from the Drug Fund's Fund Balance for a total of \$75,000 to be used for the purchase of a drone for the Kingsport Police Department.

Another \$30,000 will be transferred in the General Fund to cover the purchase of Self-Contained Breathing Apparatus (SCBA) equipment for the Kingsport Fire Department.

The Fire Department will be purchasing three staff vehicles through the Fleet Fund. Funds were already set up in project to cover the expense of these vehicles. The General Projects Fund will be reduced by \$201,795 and the funds will be transferred to the Fleet fund to cover the purchase.

#### **Attachments:**

1. Budget Ordinance
2. Ordinance Summary

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS  
FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by transferring \$25,000 from the Telephone line (110-3001-441.20-34) to the Purchases \$5,000 & Over line (110-3001-441.90-06) for the partial purchase of a drone by the Kingsport Police Department, by transferring \$30,000 from the Reserve for Future Appropriation line (110-4890-901.60-01) to the Purchases \$5,000 & Over line (110-3501-451.90-06) for the purchase of Self-Contained Breathing Apparatus equipment for the Kingsport Fire Department, and by accepting \$201,795 in Border Regions Sales Tax from the Fire Emergency Vehicles project (GP2600) to the Border Regions Allocation line (110-0000.332.10-15) to be allocated to the To Fleet Maintenance Line (110-4804-481.70-51).

SECTION II. That the Criminal Forfeiture Fund be amended by increasing the Fund Balance Appropriations line (126-0000-392.01-00) by \$25,000 and increasing the Purchases \$5,000 & Over line (126-3021-442.90-06) by \$25,000 for the partial purchase of a drone by the Kingsport Police Department.

SECTION III. That the Drug Fund be amended by increasing the Fund Balance Appropriations line (127-0000-392.01-00) by \$25,000 and increasing the Purchases \$5,000 & Over line (127-3020-442.90-06) by \$25,000 for the partial purchase of a drone by the Kingsport Police Department.

SECTION IV. That the General Project Fund be amended by reducing the Fire Emergency Vehicles project (GP2600) by \$201,795 and reallocating the \$201,795 to the Fleet Fund for the purchase of three staff vehicles for the Kingsport Fire Department.

SECTION V. That the Fleet Fund be amended by accepting \$201,795 to the From General Fund line (511-0000-391.01-00) and allocating the \$201,795 to the Replacement Vehicles line (511-5008-501.90-10) for the purchase of three staff vehicles for the Kingsport Fire Department.

**Fund 110: General Fund**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
110-0000-332.10-15 Border Regions Allocation	0	201,795	201,795
	<b>0</b>	<b>201,795</b>	<b>201,795</b>

**Expenditures:**

	<b>\$</b>	<b>\$</b>	<b>\$</b>
110-3001-441.20-34 Telephone	142,171	(25,000)	117,171
110-3001-441.90-06 Purchases \$5,000 & Over	0	25,000	25,000
110-3501-451.90-06 Purchases \$5,000 & Over	0	30,000	30,000
110-4804-481.70-51 To Fleet Maintenance	0	201,795	201,795
110-4890-901.60-01 Future Appropriations	132,841	(30,000)	102,841
<b>Total:</b>	<b>275,012</b>	<b>201,795</b>	<b>1,095,940</b>

**Fund 126: Criminal Forfeiture Fund****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
126-0000-392.01-00 Fund Bal Appropriations	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
126-3021-442. 90-06 Purchases \$5,000 & Over	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Fund 127: Drug Fund****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
127-0000-392.01-00 Fund Bal Appropriations	0	25,000	25,000
<b>Total:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
127-3020-442. 90-06 Purchases \$5,000 & Over	50,000	25,000	75,000
<b>Total:</b>	<b>50,000</b>	<b>25,000</b>	<b>75,000</b>

**General Project Fund: 311****Fire Emergency Vehicles (GP2600)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-332.10-15 Border Regions Allocation	240,000	(201,795)	38,205
<b>Total:</b>	<b>240,000</b>	<b>(201,795)</b>	<b>38,205</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-601.90-04 Equipment	240,000	(201,795)	38,205
<b>Total:</b>	<b>240,000</b>	<b>(201,795)</b>	<b>38,205</b>

**Fleet Maintenance Fund: 511****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
511-0000-391.01-00 From General Fund	0	201,795	201,795
<b>Total:</b>	<b>0</b>	<b>201,795</b>	<b>201,795</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
511-5008-501.90-10 Replacement Vehicles	7,397,579	201,795	7,599,374
<b>Total:</b>	<b>7,397,579</b>	<b>201,795</b>	<b>7,599,374</b>

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:

CITY OF KINGSPORT  
FISCAL YEAR 2025-2026  
BUDGET AMENDMENT NUMBER 8

**ITEM ONE: Sets up funds to Purchase a Drone for the Kingsport Police Department**

Transfers \$25,000 from the Kingsport Police Department's telephone line to the Purchase of Equipment line, appropriates \$25,000 in Fund Balance from the Criminal Forfeiture Fund, and appropriates \$25,000 from the Drug Fund for the purchase of Drone for the Kingsport Police Department.

**ITEM TWO: Sets up funds for the Purchase of SCBA equipment for the Kingsport Fire Department**

Transfers \$30,000 from the Reserve for Future Appropriations for the purchase of self-contained breathing apparatus (SCBA) equipment for the Fire Department.

**ITEM THREE: Reallocates Border Regions Sales Tax for Three Staff Vehicles for the Kingsport Fire Department**

Reallocates \$201,795 from a previously set up project to the Fleet Fund for Three Staff Vehicles for the Kingsport Fire Department.



## AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-27-2026

Work Session: February 2, 2026

First Reading: N/A

Final Adoption: February 3, 2026

Staff Work By: Committee

Presentation By: R. McReynolds

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### **Strategic Focus Area: 2. Sustainable Infrastructure**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, this resolution authorizes awarding the bid for the purchase of various Fleet Maintenance inventory items to Safety-Kleen Systems, Inc. for \$62,525.00. Their bid is the only to be awarded that exceeds \$50,000 to require BMA approval. There were bids from 7 other vendors that will also be awarded purchase orders.

Bids were opened on January 14, 2026 for the purchase of various Fleet Maintenance inventory items stocked at the Fleet Maintenance Department warehouse located at 625 W. Industry Drive. The bid was issued to secure pricing for a twelve-month time frame and included a total of 179 items to be purchased on an as needed basis. The invitation to bid was publicly advertised on December 17, 2025 in the Kingsport Times News and downloadable bid documents were posted on the Purchasing Department's website for 28 calendar days.

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

Funding available in various accounts.

#### **Attachments:**

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

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



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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
VARIOUS FLEET MAINTENANCE ITEMS TO SAFETY-KLEEN-  
SYSTEMS AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened January 14, 2026, for the purchase of various fleet maintenance inventory items to be stocked at the Fleet Maintenance Department warehouse located at 625 West Industry Drive; and

WHEREAS, upon review of bids, the board finds that Safety-Kleen Systems, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or services desired, and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase various fleet maintenance inventory items as set out in the Fleet Maintenance bid opening minutes, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> from Safety-Kleen Systems, Inc. at an amount up to \$62,525.00; and

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

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

Now therefore,

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

SECTION I. That the bid for purchase of fleet maintenance inventory items as set out in the "Various Fleet Maintenance Items Supplemental Information" as detailed in the "Various Fleet items – Bid Opening Date January 14, 2026", available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the fleet department is awarded to Safety-Kleen Systems, Inc., at an amount up to \$62,525.00, and the city manager is authorized and directed to execute a purchase order for the same.

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

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

ADOPTED this the 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

## ATTACHMENT A

### Various Fleet Maintenance Items Bid Award Summary

**Bid Opening Date – January 14, 2026**

Vendor	Purchase Order #	Amount
TruckPro	AC1308	\$8,203.41
Fisher Auto Parts, Inc.	AC1309	\$9,172.71
Ken Smith Auto Parts	AC1310	\$5,906.67
Summers Hardware & Supply Co.	AC1311	\$5,426.35
Hutchens Petroleum	AC1312	\$22,357.50
Safety-Kleen Systems, Inc.	AC1313	\$62,525.00
Best One Tire	AC1314	\$19,373.75
Southern Tire Mart LLC	AC1315	\$48,311.70



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Grades 6 and 9 Dell Chromebooks and Google Chrome Licenses from Dell Marketing LP**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-28-2026

Work Session: February 2, 2026

First Reading: N/A

Final Adoption: February 3, 2026

Staff Work By: Committee

Presentation By: David Frye

---

#### **Strategic Focus Area: World-Class Education**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City will purchase 1,300 Dell Chromebook 11 and 1,300 new Google Chrome Educational Perpetual Licenses for Kingsport City Schools grades 6 and 9 students in the amount of \$522,691.00. The Chromebooks will be purchased for \$370.00 each and the licenses are \$32.07 each.

The Kingsport Board of Education voted on January 27, 2026 to recommend the purchase of Dell Chromebooks and Google Chrome licenses utilizing the Wilson County Schools Cooperative Purchasing Agreement (Contract C000000381302) with Dell Marketing L.P.

Kingsport City Schools benefits from using cooperative purchasing contracts like the Wilson County Schools Agreement with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process. 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 the School General Purpose Fund.

#### **Attachments:**

1. Resolution
2. Quote
3. Contract

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER TO DELL MARKETING LP FOR  
1,300 DELL CHROMEBOOKS AND GOOGLE LICENSES FOR  
KINGSPORT CITY SCHOOLS 6TH AND 9TH GRADE STUDENTS

WHEREAS, the city entered into an agreement with Wilson County Board of Education for cooperative purchasing in December 2021; and

WHEREAS, T.C.A. § 12-3-1205(b)(2) authorizes any local government in this state to participate in a master agreement by adopting a resolution accepting its terms. If a participant in the master agreement is required to advertise and receive bids, it is sufficient that the purchasing entity complied with its own requirements. The participant is required to acquire and maintain documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, Wilson County Schools is a governmental entity of the state of Tennessee; and

WHEREAS, by utilizing the Wilson County Board of Education agreement with Dell Marketing L.P. (Contract C000000381302), the city can purchase 1,300 Dell Chromebook 11 with 1,300 Google Chrome Licenses for a total cost of \$522,691.00; and

WHEREAS, the Board of Education approved this action on January 27, 2026; and

WHEREAS, the Chromebooks will be utilized by students in grades 6 and 9; and

WHEREAS, funding for this project is in the School General Purpose Funds.

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 1,300 each Dell Chromebook 11 and 1,300 new Google Chrome Educational Perpetual Licenses at \$370.00 and \$32.07 respectively for a total of \$522,691.00, which will be funded by funds in the School General Purpose Funds 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 3rd day of February 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Feb. 03, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

<b>Quote No.</b>	<b>3000198289289.1</b>	<b>Sales Rep</b>	Rachel Holmes
<b>Total</b>	<b>\$522,691.00</b>	<b>Phone</b>	1(800) 4563355, 6177273
<b>Customer #</b>	125498624	<b>Email</b>	Rachel.Holmes1@dell.com
<b>Quoted On</b>	Jan. 20, 2026	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Feb. 03, 2026		KINGSPORT CITY SCHOOLS
	Wilson County Schools -		415 BROAD ST
<b>Contract Name</b>	Customer Purchase		KINGSPORT, TN 37660
	Agreement for Products		
	and Services		
<b>Contract Code</b>	C000000381302		
<b>Customer Agreement #</b>	Wilson County Schools		
<b>Deal ID</b>	29798777		

### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Rachel Holmes

### 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 Dell Chromebook 11 (CC11260)	\$370.00	1300	\$481,000.00
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	\$32.07	1300	\$41,691.00

Item XI2.

Subtotal:	\$522,691.00
Shipping:	\$0.00
Non-Taxable Amount:	\$522,691.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$522,691.00

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

# Accelerate the power of AI for your data

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Item X12.



Shipping Group Details

Shipping To	Shipping Method
ANDY ARNOLD KINGSPORT CITY SCHOOLS 1000 POPLAR ST KINGSPORT, TN 37660-4552 (423) 378-2154	Standard Delivery

	Unit Price	Quantity	Subtotal
<b>SI# C5T903 Dell Chromebook 11 (CC11260)</b>	<b>\$370.00</b>	<b>1300</b>	<b>\$481,000.00</b>
Estimated delivery if purchased today: Feb. 10, 2026 Contract # C000000381302 Customer Agreement # Wilson County Schools			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 11 CC11260	210-BSQY	-	1300	-
Intel(R) Processor N150 (6 MB cache, 4 cores, 4 threads, up to 3.60 GHz, 6W), 8GB, 64GB, 2 USBC	338-CTMG	-	1300	-
8GB 4800MT/s LPDDR5 Non-ECC	370-BCDV	-	1300	-
64GB eMMC Hard Drive	400-BNIB	-	1300	-
ChromeOS	634-BUOO	-	1300	-
Laptop, 11.6", Non-Touch, HD(1366x768) TN, Anti-Glare, Dual Mic, HD Camera, WLAN	391-BKGM	-	1300	-
English US non-backlit keyboard	583-BNKS	-	1300	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211 + Bluetooth	555-BJNJ	-	1300	-
3-cell, 45 Wh	451-BDNJ	-	1300	-
65W AC adapter, USB Type-C	492-BDTG	-	1300	-
Palmrest, 2 USB C, Clamshell	346-BMKS	-	1300	-
E4 Power Cord 1M for US	450-AMEI	-	1300	-
Quickstart Guide	340-DXQH	-	1300	-
Documentation	340-DNBV	-	1300	-
Fixed Hardware Configuration	998-HVCV	-	1300	-
Laptop, TNR Camera, 2 USBC, NonTouch	389-FPDB	-	1300	-
Min Packaging, 65W, Dell Chromenbook 11 CC11260	340-DXYK	-	1300	-
Intel(R) Processor N150 CPU Label	389-FNWH	-	1300	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	1300	-
Bottom Door, Wlan, Clamshell	321-BMGJ	-	1300	-
Dell Limited Hardware Warranty Initial Year	722-5224	-	1300	-
ProSupport Next Business Day Onsite, 1 Year	722-5236	-	1300	-
ProSupport 7x24 Technical Support, 1 Year	722-5240	-	1300	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1300	-
CFI Routing SKU	365-0257	-	1300	-
Custom Asset Tag	366-0133	-	1300	-
Custom Ship Box Label	366-0154	-	1300	-

Item X12.

Configuration Services, FEE, I NTG, CHROME ENROLLMENT	366-0217	-	1300	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	1300	-
CFI,Information,GCS,BOX,ASSET, TAG,Customer Install	377-4846	-	1300	-
CFI,Information,GCS,ITEM,ASSET ,TAG,Customer Install	377-4847	-	1300	-
CFI,Information,GCS,ENT,ENROLL MENT,Customer Install	377-7823	-	1300	-
		<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)</b>		<b>\$32.07</b>	<b>1300</b>	<b>\$41,691.00</b>

Estimated delivery if purchased today:  
Jan. 30, 2026  
Contract # C000000381302  
Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	AB543620	-	1300	-
				<b>Subtotal:</b>
				<b>\$522,691.00</b>
				<b>Shipping:</b>
				<b>\$0.00</b>
				<b>Estimated Tax:</b>
				<b>\$0.00</b>
				<b>Total:</b>
				<b>\$522,691.00</b>

Item X12.

## 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 Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. 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](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto: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](http://www.dell.com/terms) or [www.dell.com/oemterms](http://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](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.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/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("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.



**AMENDMENT TO CUSTOMER PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES  
BETWEEN DELL MARKETING L.P. ("Dell")  
AND  
WILSON COUNTY BOARD OF EDUCATION ("Customer")  
(Contract Effective Date: March 28, 2019)  
Dell Contract Code: C000000381302/51AHO**

This Amendment No. 1 is by and between the Wilson County Board of Education ("**Customer**") and Dell Marketing, L.P. ("**Dell**"), (together the "**Parties**").

**RECITALS**

**WHEREAS**, Dell entered into a Customer Purchase Agreement ("CPA") with the Customer to sell Dell hardware, third party hardware, software, peripherals and services to the Customer through March 27, 2024;

**WHEREAS**, the CPA provides for an additional five-year renewal term to be begin on the anniversary of the Effective Date;

**WHEREAS**, Customer has requested that Dell renew the CPA for an additional five-year term and Dell has agreed to renew it subject to an updated Discount Structure;

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

1. The Parties agree to renew the CPA for an additional five-year term, beginning on March 28, 2024 and ending on March 27, 2029.
2. The updated Discount Structure is attached hereto as "Attachment A."
3. Except as explicitly amended by this Amendment, all other terms and conditions contained in the Contract, including the terms within the CPA's Product Schedule and Exhibit A to the Product Schedule, shall remain in full force and effect.
4. In the case of a conflict between the terms of the Contract and this Amendment, this Amendment shall take precedence.

By their signatures below, the Parties indicate their agreement to the terms and conditions of this Amendment:

<b>Dell Marketing L.P.:</b>	<b>Wilson County Board of Education:</b>
Signature: <u>Katherine Castillo</u>	Signature: <u>[Signature]</u>
Printed Name: <u>Katherine Castillo</u>	Printed Name: <u>Brandon Cook</u>
Title: <u>Paralegal Advisor</u>	Title: <u>Technology Supervisor</u>
Date: <u>02/06/2024</u>	Date: <u>2/16/24</u>

## Attachment A

Discount Category	Description	DOL %
A	Commercial Chrome, Wyse, Cloud Products, Dell Storage OEM, Dell-Branded Memory (Non-Tied), Precision Desktops, Internet of Things (IOT), Latitude, Precision Notebooks, Optiplex, PowerEdge Servers, Software - Server & Other, Software – Storage, Customer Kits(Dell Branded Non-tied Peripherals including some monitors), Consumer Chrome	11.5 %
F	Toner	0%
H	BTX, Prebuilt – Ready to Ship Systems	5%
M	Third Party – Mainstream	5%
R	CFI / Configuration Services SKUs	14.5%
S	Alienware Notebooks, Converged Infrastructure, Data Protection Appliance, Data Protection Software, Data Security Solutions, Dell Networking, Dell Storage PS, Dell Storage SC, Displays (Dell Branded Non-Tied),, OEM Networking, Inspiron Notebooks, Projectors/Monitors/Other Electronics (Dell Branded Non-Tied), Storage Entry, Storage High End, Storage Integrated Offer, Storage Mid Range, Storage Unstructured, Tablets, Vostro Notebooks, XPS Notebooks	2%
S	Hyper Converged Infrastructure, Dell   EMC	11.5%
U	Spare Parts	0%
X	Third Party - Non-Discountable	0%
Z	Alienware Desktops, Vostro Desktops, XPS Desktops	0%
Z	Inspiron Desktops	2%
Z, Z1, Z5	Services - i.e Deployment, VSOE, Custom, and System-Tied and Non-Tied (POS and APOS)	0%

*Where a Dell-branded product is comprised of both hardware and services, the contract discount percentage for the hardware as per the Discount Category Matrix above will also apply to the tied services. When a service is purchased on its own and is not tied to a system/hardware, then the*

*service will be discounted according to its Discount Category assignment – i.e., R at 14.5%; Z, Z1, and ZS at 0%.*

**WILSON COUNTY SCHOOLS**  
**Travis Mayfield**  
**Deputy Director of Operations**



**415 Harding Drive, Lebanon TN 37087**  
**(615) 444-3282**  
**[www.wcschools.com](http://www.wcschools.com)**

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**TO:** Board Members  
Jeff Luttrell, Director of Schools

**FROM:** Travis Mayfield, Deputy Director of Operations

**DATE:** September 25, 2023

**RE:** Extension of Contract – RFP 2019-02 – Digital Transformation Goods & Services

Sealed RFPs were received and opened on November 15, 2018 for the above referenced RFP. For your review, the results of each response are detailed on the attached RFP Summary Spreadsheet.

An agreement was entered into between Dell Marketing L.P. and Wilson County Schools for a five (5) year term that will expire in February 2024. This agreement includes an auto-renewal term that will allow Wilson County Schools and Dell Marketing L.P. to continue under the same contract terms for one (1) additional five (5) year period. I am recommending this extension be approved and our partnership with Dell continue through February 2029.



WILSON COUNTY SCHOOLS  
Donna L. Wright, Ed.D  
Director of Schools



415 Harding Drive, Lebanon TN 37087  
Tel: (615) 444-3282  
Fax: (615) 449-3858

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## MEMO

To: Dr. Donna Wright, Mickey Hall, Board Members  
From: Tom Waller Technology Director  
Date: 11/19/2018  
Re: Award Recommendation for RFP 2019-02

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### RFP 2019-02 Digital Transformation of Goods and Services

Requests for proposals on the above referenced Bid were sent to fifteen (15) vendors requesting a response. Sealed Bid responses were received and opened from two (2) vendors. For your review, the results of each response are detailed on the attached Bid Summary Spreadsheet. Dell submitted the overall best Bid meeting specifications for Bid #2019-02.

I am recommending Dell Technologies be awarded the Bid for the Digital Transformation of Goods and Services. Please contact Tom Waller if you need further information.

**Original Recommendation**  
**Approved December 3, 2018**

## RFP 2019-02

District Name Wilson County SchoolsBid # (if applicable) 2019-02

Bid Due Date

11/15/2018Project or Service  
Description

Digital Transformation Goods and Service

**Directions:** Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points.

No.	Factor	Vendor	Dell	CDWG						
		System Bid	Dell	HP						
		Price Total Per respondent	\$85,307.61	\$85,261.00						
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		% of total price points	100%	100%	0%	0%	0%	0%	0%	0%
1	Price	35	34.981	35.000	0.000	0.000	0.000	0.000	0.000	0.000
2	Providers Qualifications	15	15	15						
3	Provider's ability to demonstrate that the core aspects of the RFP requirements	15	12	10						
4	Completeness and quality of Provider's RFP response	10	10	8						
5	Warranty and support	15	15	10						
6	Asset tagging and reporting	10	10	5						
Total Points		100	96.98	83.00	0.00	0.00	0.00	0.00	0.00	0.00

Item XI2.



**WILSON COUNTY  
SCHOOLS**  
Excellence in all we do!

### Agenda Item Details

Meeting	Oct 11, 2023 - Regular Board Meeting
Category	8. Recommendations from Director of Schools
Subject	8.1 Recommendation to Approve Dell Contract Renewal
Type	Action
Recommended Action	To approve as presented

[Dell Contract - 2019-02-Board Approval Memo EXTENSION.pdf \(435 KB\)](#)

### Motion & Voting

To approve as presented

Motion by Beth Meyers, second by Kimberly McGee.

Final Resolution: Motion Passed

Yes: Kimberly McGee, Larry Tomlinson, Carrie Pfeiffer, Jamie Farough, Melissa Lynn, Joseph Padilla, Beth Meyers

**WILSON COUNTY SCHOOLS**  
**Michael Smith, CPA**  
**Deputy Director of Finance &**  
**Business Operations**



415 Harding Drive, Lebanon TN 37087  
Tel : (615) 444-3282  
Fax : (615) 449-3858

## WILSON COUNTY SCHOOLS' PURCHASING AGREEMENT

Kingsport City Schools requests permission from Wilson County Schools to purchase from bids awarded by Wilson County Schools.

Kingsport City Schools agrees to purchase directly from the vendor that is awarded the Wilson County Schools' bid, and agrees to be financially responsible for all orders placed, and holds Wilson County Schools harmless against any claims which may arise from Kingsport City Schools' failure to pay for any orders placed by Kingsport City Schools.

Wilson County Schools hereby grants permission for Kingsport City Schools to purchase from bids awarded by Wilson County Schools.

 11/5/2021

Michael Smith  
Deputy Director of Finance and Business Operations

This is to comply with T.C.A. 12-3-1205.

DocuSigned by:  
**Patrick W. Shull**

72D36825DF7443D...  
Pat Shull, Mayor of Kingsport

ATTEST: DS

DocuSigned by:  


AD9E46744BDB469...  
CITY RECORDER

APPROVED AS TO FORM:

DocuSigned by:  
**J. Michael Billingsley**

90246FFA1976462...  
CITY ATTORNEY



## AGENDA ACTION FORM

### **Consideration of a Resolution to Enter into an Agreement with LJA Engineering, Inc. for Phase 3 Sanitary Sewer Inspection of the West Kingsport Sewer Basin**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-31-2026

Work Session: February 2, 2026

First Reading: N/A

Final Adoption: February 3, 2026

Staff Work By: W. Stallard

Presentation By: R. McReynolds

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#### **Strategic Focus Area: Sustainable Infrastructure**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City would enter into an agreement with LJA Engineering, Inc. in the amount of \$420,264.00 to provide sewer inspection and engineering services for the West Kingsport Sewer Basin.

To accurately plan future capital expenditures, in-depth monitoring of sewer flows during rainy periods is necessary to assess the sewer system's overall capacity. The West Kingsport Sewer Drainage Basin has seen increased development, and continued assessment of the sewer system was needed. The flow monitoring assessment was completed in early 2023. Phase 1 and 2 in-depth assessments of the sewer basins most impacted by rainfall inflow and infiltration (5438\_12 and 5491\_12) were completed in 2024 and 2025.

Phase 3 will continue the City's investigation of the West Kingsport sewer basin to the south side of Ridgefields Road (Basin 6101\_12) and across the Holston River in Rotherwood Hills (Basin 5605\_12). This project will provide manhole inspections, GPS survey and integration, smoke testing, CCTV inspection and cleaning, and an engineering summary, which will be used to develop additional rehabilitation projects for the West Kingsport sewer basin.

To ensure the City's ability to grow and to support proper infrastructure reinvestment, city staff recommends awarding the contract to LJA Engineering in the amount of \$420,264, in accordance with the attached proposal.

Project funding will reside in the Sewer Fund Professional/Consultant 412-5001-501.20-20.

#### **Attachments:**

1. Resolution
2. LJA Proposal
3. Location Map

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

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

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LJA ENGINEERING FOR PHASE 3 OF THE SANITARY SEWER INSPECTION PROJECT FOR THE WEST KINGSPORT SEWER BASIN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has been working on an in-depth monitoring of sewer flows during rainy periods to assess the overall capacity of the sewer system; and

WHEREAS, the West Kingsport Sewer Drainage Basin has seen increased development over the past few years and assessment of this area is particularly important; and

WHEREAS, previously the board adopted Resolution No. 2024-203 which authorized an agreement with LJA Engineering, Inc., to perform flow monitoring and other analysis of Basin 5348\_12, and adopted Resolution No. 2025-148 which authorized an agreement with LJA Engineering, Inc., to perform flow monitoring and other analysis of Basin 5491\_12 as Phases 1 and 2; and

WHEREAS, this resolution will authorize Phase 3, and will continue the city's investigation of the West Kingsport sewer basin to the south side of Ridgefield Road (Basin 6101\_12) and across the Holston River in Rotherwood Hills (Basin 5605\_12); and

WHEREAS, LJA Engineering has proposed as part of Phase 3 of the Sanitary Sewer Inspection Project to perform/provide manhole inspections, GPS survey and integration, smoke testing, CCTV inspection and cleaning, and an engineering summary, which will be used to develop additional rehabilitation projects for the West Kingsport sewer basin.; and

WHEREAS, the funds, in the amount of \$420,264.00, is available in 412-5001-501.20-20.

Now therefore,

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

SECTION I. That an agreement with LJA Engineering to provide inspection and engineering services for Phase 3 of the sanitary sewer inspection project for the West Kingsport Sewer Basin, 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 LJA Engineering to provide inspection and engineering services for the West Kingsport Sewer Basin Sanitary Sewer Inspection Project – Phase 3, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

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

ADOPTED this the 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

January 8, 2026

## TASK ORDER

Mr. Chad Austin  
City of Kingsport  
1113 Konnarock Road  
Kingsport, Tennessee 37664

RE: Engineering Services as Related to the  
Phase 3 Sanitary Sewer Inspection Project  
City of Kingsport, Tennessee  
LJA Task Order 20260108

Dear Mr. Austin,

LJA Engineering, Inc. ("LJA") is pleased to provide this Task Order for engineering services associated with the Phase 3 Sanitary Sewer Inspection Project for the City of Kingsport ("Client"). This task order is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on November 28, 2022, by and between LJA Engineering, Inc. and the City of Kingsport.

### Background

The Client is actively working through inflow/infiltration (I/I) correction measures within the sanitary sewer collection system. LJA staff completed a flow monitoring study and Phases 1 & 2 Sanitary Sewer Evaluation Survey (SSES) Inspection Projects in high priority areas identified through the flow monitoring results.

The Client has requested LJA to provide a proposal for a similar SSES project in Basins 5605\_12 and 6101\_12 which were both identified as high priority areas during the flow monitoring study. Combined, the proposed study area is approximately 60,000 linear feet with approximately 275 manholes (See Exhibit A).

### Approach

It is expected that project activities will begin (manhole inspections and CCTV inspections) once weather conditions are more wet and be completed by the end of April 2026. The manhole wet weather inspections will be performed utilizing NASSCO defect criteria such that all defects can be relatively ranked and prioritized. The inspections will provide a condition assessment for each manhole and identify defects to be prioritized. It is critical that these inspections be performed during wetter periods to identify those contributing Rain-dependent inflow & infiltration (RDII) into the system since manhole/line connections are a typical inflow and infiltration (I/I) source. During the manhole inspection process, system connectivity and map verification is also performed which is critical for the next phases of work. Survey grade GPS coordinates will be taken at each manhole during the process of identifying system connectivity. It is imperative to have a corrected map prior to beginning any rehabilitation projects in order to minimize change orders and provide the most efficient repairs.



Smoke testing efforts will be completed during the spring/summer of 2026, approximately between the months of April through July when groundwater levels are at the lowest. This will identify inflow type defects which contribute to the significant peaks observed with intense rainfall events. These type defects also significantly contribute to SSO events due to the quick response during intense storms.

CCTV inspections are necessary to identify defects within mainlines and provide a means to formulate a rehabilitation design. Once completed, the CCTV inspection results are analyzed (coupled with the smoke testing and wet weather manhole inspection results) to finalize the priority ranking of work to be performed during rehabilitation.

Upon completion of all field work, LJA staff will compile the findings into a summary spreadsheet to provide a general indication of defects observed. LJA staff would integrate the associated reports from the SSES activities into the Client's current GIS and provide an updated GIS map layer. LJA would work with the Client's GIS staff to incorporate the updated layers into the Client's current GIS system.

The associated Scope of Services outline the tasks to be performed to meet the approach discussed in the above narrative.

## **Scope of Services**

### **1.0 SSES Activities, Field Services Management, & GIS Integration**

SSES field activities performed during this Task include the following with approximate quantities based on Client's current GIS:

- Manhole inspections (approximately 275) – Manhole inspections will be conducted during wet weather periods (~ January through March) to identify I/I sources. Data collected during manhole inspections will include the material of each manhole component (cover, frame, chimney, cone, wall, bench and invert) and will be based on NASSCO coding. The condition of each component will be assessed, defects identified, and pertinent photos will be taken. Additionally, connectivity will be verified with the GIS on each incoming and outgoing pipe segment such that map corrections can be made. A PDF report summarizing the information collected will be provided including photos. A sample is included in Exhibit B.
- GPS Surveying of Manholes (approximately 275) – A GPS survey of each manhole will be performed to obtain x, y, and z coordinates. Each point will be gathered with survey grade accuracy using a Trimble GPS data collector. Manhole GPS work will be performed during the wintertime period (between February through April) when the tree canopy is at a minimum. Any manholes where survey grade accuracy cannot be obtained will be collected with mapping grade accuracy (+/- 3 feet). At the time a model is formulated utilizing the GPS data, other survey means will be utilized as part of that effort to obtain survey grade data for any locations required. LJA staff will coordinate with the Client to integrate the GPS data and revised sanitary sewer layer into the Client's existing GIS mapping system.
- Smoke testing (approximately 60,000 LF) – Smoke testing will be conducted to identify cross connection defects and severe inflow sources. These activities will be conducted during drier periods of the year (~ April through July) when ground conditions are dry allowing the smoke to permeate through the soil and into the air. Strategic smoke testing points will be identified throughout the project area to accommodate approximately 600-800 foot stretches of sewer mainline. While

smoke is being pushed through the mainlines by a smoke blower, GPS points will be taken of each observed defect where smoke is exiting the ground. A photo will be taken of each defect and logged with the associated data collected. A summary report of each segment will be provided detailing the type of leak observed and an aerial map of the marked location. A sample is provided in Exhibit B.

In order to facilitate the field work listed above, LJA staff will perform the following:

- Provide oversight and direct management of subcontractors working on the project performing the above activities including scheduling, coordinating with the Client, coordinating during specific weather periods.
- Track progress throughout the project and provide updates to the Client as requested, including evaluating production logs and “cannot locate” lists for manholes. LJA staff will coordinate with subcontractor and the Client to get necessary access/manholes raised to facilitate work.
- A professional licensed surveyor (PLS) will validate any GPS shots taken to verify accuracy and ensure the points are imported into ESRI platform to be used in the Client’s current GIS layer.
- Track progress during the smoke testing phase and provide updates to the Client as requested. Any significant findings will be submitted to the Client as they are identified.
- Perform various site visits during field activities.
- Conduct interim meetings/progress meetings with the Client during work to provide updates and discuss project progress and details.

Throughout the course of each field activity, LJA staff will receive preliminary data cuts of the database deliverable to ensure data is being collected properly, perform QA/QC checks, and verify accuracy. As each type of field work is completed, LJA staff will receive a final database submittal and perform a final review of the information collected. Upon receipt and final review of each dataset, LJA staff will integrate the data collected within the Client’s current GIS layer. Using any GPS data collected, LJA staff will initially create the geometric network within the GIS to provide connectivity from manhole to manhole throughout the project area and enable the ability to perform tracing functions within ESRI. The manhole reports and individual data will be linked to each associated manhole within the manhole shape file. The smoke testing reports and individual data will be linked to each associated mainline segment within the sewer line shape file. LJA staff will compile the digital information and create point and linear defect events in personal geodatabases that will contain all the data to be served and queried within the GIS. Specific information about the defect such as type, location and severity score will be available in tabular format via the “Identify Tool” of ArcGIS. LJA staff will provide the Client with a final layer set to be imported into current GIS system. The final layer will contain links to each manhole and smoke testing report submitted.

Upon finalization of the GIS integration, LJA staff will compile the findings and create a list of priority mainline segments to be CCTV inspected. A map book will be created in PDF format, with index pages and map numbering, to be provided to the CCTV subcontractor to complete inspection work. An associated listing of each segment will also be exported from the GIS layer to create an Excel spreadsheet which will also be provided to the subcontractor to be used during the project to facilitate work.

## 2.0 CCTV Surveys, Field Services Management, & GIS Integration

It is anticipated that approximately 60,000 linear feet will be inspected. Preconditioning (cleaning) will only be conducted when needed. It is not expected that each pipe will need to be cleaned prior to inspections. A budgeted quantity of 60% of the inspected footage will be used for segments to be cleaned. However, this footage is a budgetary number and the segments that need to be cleaned in order to complete the work will be cleaned.

Of the pipe segments on the priority CCTV inspection list, only those mainlines requiring cleaning will be cleaned. It is expected that up to 60% (~36,000 LF) of the mainlines inspected may require preconditioning prior to inspection and 20% (~12,000 LF) of the mainlines may require heavy cleaning. However, should the pipes have a significant amount of debris, the totals could be higher. The projected footage to be cleaned and associated fees are only estimates. Should more cleaning be required than anticipated, fees will need to be increased appropriately or an associated reduction in scope for the inspection will be necessary. Although the service lateral connections within the mainline will be visible during the mainline inspections, the inspection of each individual service lateral via a lateral launch will not be included as part of the scope of this project. It will be required to inspect each lateral included in the rehabilitation project at the time of construction to verify final rehabilitation once that data becomes available.

CCTV mainline inspections will be performed utilizing NASSCO standards. The camera will stop and pan each defect and tap to record pertinent information. Pre-conditioning of the pipe will be performed as needed to obtain an unobstructed view of the pipe. Heavy cleaning may be required to remove roots, heavy debris/silt, or remove protruding taps. It is estimated/budgeted that approximately 20% of the pipelines will require heavy cleaning. This is only an estimate. Should the actual footage requiring heavy cleaning be higher than the estimated amount, additional monies would be required to complete the work or work would need to be eliminated accordingly. A log will be provided that indicates the footage inspected, the footage preconditioned, and the footage heavy cleaned. A PDF report will be created from the inspection summarizing each item observed along with pictures.

In order to facilitate the CCTV inspections listed above, LJA staff will perform the following:

- Provide oversight and direct management of subcontractors working on the project performing the above activities including scheduling, coordinating with Client, coordinating during specific weather periods
- Track progress throughout the project and provide updates to Client as requested, including evaluating production logs and manholes that have been located and marked for Client to raise.
- Perform various site visits during field activities.
- Conduct interim meetings/progress meetings with Client during work to provide updates and discuss project progress and details as needed.

Throughout the course work, LJA staff will receive preliminary data cuts of the database deliverable to ensure data is being collected properly, perform QA/QC checks, and verify accuracy. As field work is completed, LJA staff will receive a preliminary database submittal and perform a review of the information collected. Upon receipt and final review of each dataset, LJA staff will integrate the data collected within the GIS layer. LJA staff will compile the digital information and create point and linear defect events in personal geodatabases that will contain all the data to be served and queried within the GIS. Specific information about the defect such

as type, location and severity score will be available in tabular format via the “Identify Tool” of ArcGIS. LJA staff will provide Client with a final layer set to be imported into Client’s current GIS system. The final layer will contain links to the associated inspection report.

### **3.0 Engineering Summary of Findings**

Upon finalization of the GIS integration, LJA staff will perform a general prioritization for each sewer mainline segment, taking into account each SSES activity completed. This summary of information will be shown in ESRI ArcGIS via symbology based on severity of defects or I/I observed. LJA staff will provide a summary spreadsheet with defects prioritized based on the NASSCO scoring system. LJA staff will present the findings to Client staff and discuss the criteria used during the evaluation. LJA staff and Client staff will jointly review the results and findings and discuss steps to perform the next phase of work (rehabilitation).

LJA staff will provide a summary GIS dataset that can be incorporated into Client’s existing GIS network. LJA will coordinate with Client’s GIS department to facilitate the delivery.

### **Client’s Responsibilities**

Client shall be responsible for the following items:

- Provide assistance and coordinate with property owners as needed for property access.
- Assist LJA staff by locating manholes not easily identified both above and below grade.
- Provide access to buried manholes that are below grade (raising manholes to facilitate entry).
- Provide water at no charge during cleaning and CCTV inspections. Contractors will provide an accounting of water used for water loss purposes.
- Provide access at the WWTP to offload debris from the Vac-truck during cleaning and inspections.
- Allow CCTV inspections to be performed during Monday through Saturday if needed to ensure deadlines are met.

### **Compensation**

We propose to provide the specific services described above to be billed as follows:

**Task 1.0 SSES Activities, Field Services Management, & GIS Integration**

Item No.	Description	Units	Unit Cost	Total
1a.	Manhole Inspections	275	\$165	\$45,375
1b.	Manhole GPS	275	\$55	\$15,125
1c.	Smoke Testing	60,000	\$0.65	\$39,000
1d.	Engineering/GIS integration Field/Management	LS	\$28,125	\$28,125
<b>Sub-Total Task 1</b>				<b>\$127,625</b>

**Task 2.0 CCTV Inspections, Field Services Management, & GIS Integration**

Item No.	Description	Units	Unit Cost	Total
2a.	Mobilization	1	\$5,400	\$5,400
2b1.	CCTV Inspection 6-inch to 8-inch	50,950	\$1.93	\$98,435
2b2.	CCTV Inspection 10-inch	4,050	\$1.99	\$8,068
2b2.	CCTV Inspection 12-inch	3,000	\$2.03	\$6,084
2c1.	Preconditioning 6-inch to 8-inch	30,570	\$2.07	\$63,341
2c2.	Preconditioning 10-inch	2,430	\$2.13	\$5,171
2c2.	Preconditioning 12-inch	1,800	\$2.17	\$3,911
2d1.	Heavy Cleaning Adder to Preconditioning 6-inch to 8-inch	10,190	\$1.40	\$14,307
2d3.	Heavy Cleaning Adder to Preconditioning 10-inch	810	\$1.48	\$1,196
2d2.	Heavy Cleaning Adder to Preconditioning 12-inch	600	\$1.54	\$922
2e.	Reverse Setup	20	\$210	\$4,200
2f.	Locate, Sonde, Mark MH	28	\$158	\$4,345
2g.	CCTV Reports and Data Delivery	LS	\$10,945	\$10,945
2h.	Engineering/GIS CCTV & Management	LS	\$38,325	\$38,325
<b>Sub-Total Task 2</b>				<b>\$264,649</b>

**Task 3.0 Engineering Summary of Findings**

Item No.	Description	Units	Unit Cost	Total
3	Engineering Reporting	LS	\$27,990	\$27,990

**Total Not-to-Exceed Amount**

**\$420,264**

*Item XI/3.*

Any work not authorized within three (3) months of the date of this agreement will be subject to renegotiations based on current rates.

### **Schedule**

LJA staff would tentatively schedule to begin manhole inspections and manhole GPS work immediately upon approval. It is anticipated the manhole inspections will take approximately 6-8 weeks to complete pending weather conditions. CCTV inspections will begin within 2-3 weeks of authorization. It is anticipated that CCTV inspections will take approximately 6-8 weeks to complete the field portion of the work. It is anticipated that smoke testing would begin in the when groundwater conditions are at the lowest. Timing to complete smoke testing would tentatively be between April 2026 and July 2026. It is anticipated that smoke testing would take approximately 4 weeks to complete pending weather conditions. Upon completion of all field work, LJA staff will present the findings and discuss the recommendations for the rehabilitation project and design parameters. LJA staff will then coordinate with the Client to determine the tentative schedule for advertisement and bidding of the project.

### **Reimbursables and additional services**

Included in the above fees are reimbursable expenses incurred on the project's behalf, including: mileage, printing, plotting, photocopies, reproduction, express mail, and/or courier services. Any regulatory agency review fees associated with plan reviews shall be the responsibility of the Client. Reimbursable expenses will be billed at cost plus ten percent (10%). LJA will bill monthly for all work performed and expenses incurred on the project's behalf. Unpaid invoices after thirty (30) days will accrue service charges at 1-1/2% per month and include any costs of collections and reasonable attorney's fees.

### **Authorization**

If this proposal meets with your approval, your signature below and on the attached Professional Services Agreement will be sufficient authorization for LJA to commence the stated work as indicated in the above Scope of Services.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please contact me at 931.273.8999.

Sincerely,



Travis E. Wilson, PE  
Vice President

TEW

Attachments:

**Accepted By:**  
**City of Kingsport**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Exhibit A – Basin Maps

Exhibit B – Sample Field Reports

# EXHIBITS

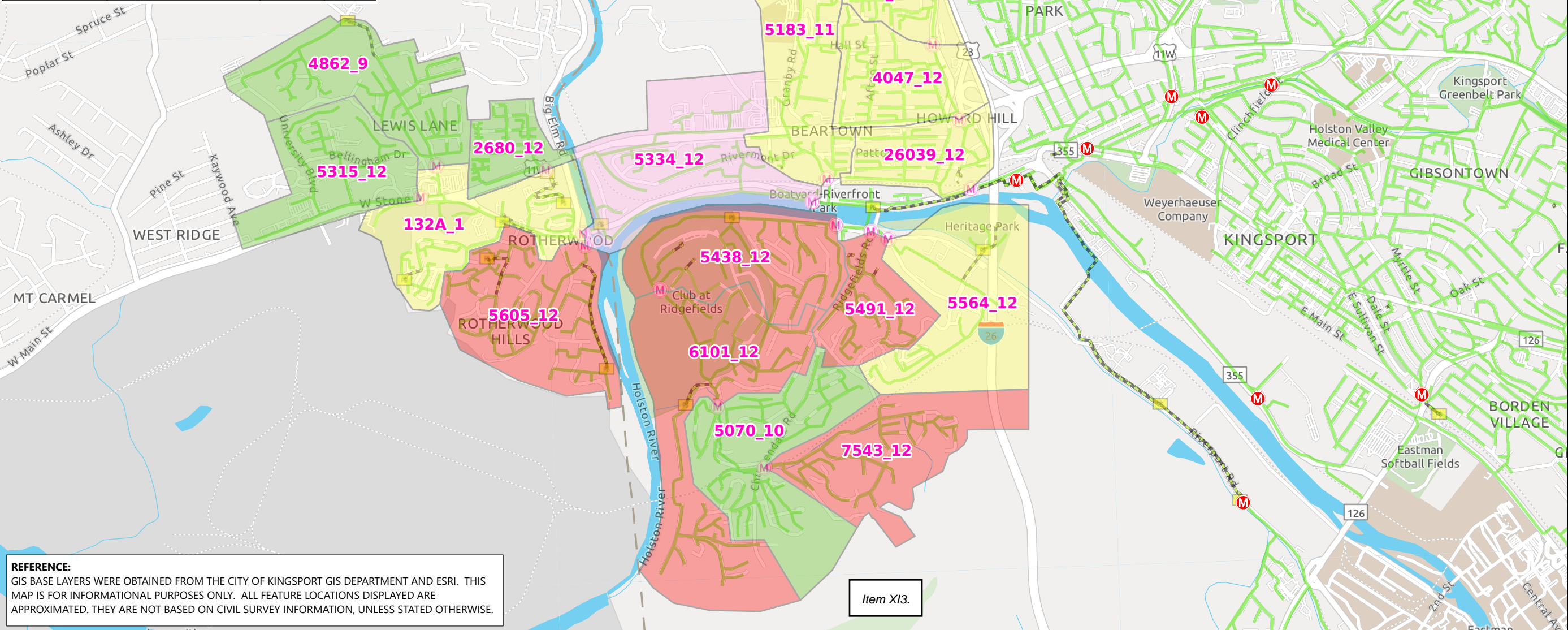
# EXHIBIT A

## Basin Maps



Drawing Path: Z:\SoutheastRegion\Projects\2023\3236-0002- Kingsport 2023 Flow Monitoring-City of Kingsport\GISData\Final Map for Report.aprx plotted by mcrow 07-17-2023

Basin Name	Basin Net Footage	gal/LF	MGD
132A_1	24,344	6.34	0.15
665_6	23,624	7.64	0.18
824_1	24,824	0.93	0.02
1452_11	23,215	1.03	0.02
2643_12	37,614	-1.87	-0.07
2680_12	13,978	2.70	0.04
3421_1	13,995	7.79	0.11
4047_12	22,929	6.04	0.14
4862_9	25,322	2.50	0.06
5070_10	30,106	0.51	0.01
5183_11	23,253	5.96	0.14
5315_12	15,600	3.71	0.06
5334_12	27,060	-6.81	-0.18
5438_12	24,472	18.74	0.46
5491_12	13,751	22.05	0.30
5564_12	12,424	5.62	0.07
5605_12	28,990	12.44	0.36
6101_12	29,236	12.32	0.36
7543_12	18,834	11.35	0.21
26039_12	18,862	4.00	0.08



**REFERENCE:**  
GIS BASE LAYERS WERE OBTAINED FROM THE CITY OF KINGSFORT GIS DEPARTMENT AND ESRI. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

Item XI3.

# City of Kingsport

## Flow Monitoring Location Map

### Legend

- Pump and Lift Stations
- Sewer Force Mains
- Sewer Gravity Mains
- Existing Flow Meters
- Temporary Flow Meters
- Minimal RDII
- Significant RDII
- Severe RDII
- Inconclusive due to Balancing



1 inch = 2,500 feet  
0 1,250 2,500 Feet

DATE:  
7/17/2023

LJA PROJECT NO.  
3236-0002



LJA Engineering | 265 Brookview Centre Way  
Suite 504 Knoxville, TN 37919 | www.lja.com

# EXHIBIT B

## Sample Field Reports



Manhole ID: 139

Crew: FB

Street Address: 272 RIVER EDGE CT

General Location: Next to street

Inspection Type: Internal

Structure Type: Standard

Location: Grass

Surface Type: Dirt/Grass

Weather: Dry

Cover Type: Pick

Cover Fit: Good

# Holes in Cover: 2

Riser Present?: 0

Riser Height: 0

Ponding Type: None

Ponding Depth: 0

Grade +/-: 0

Inflow Dish?: No

Frame Offset: 0 in

Chimney Material: Pre-Cast

Chimney Height: 4 in

Cone Material: Pre-Cast

Cone Shape: Eccentric

Wall Material: Pre-Cast

Wall Lining Type: Cementitious

Wall Length: 0

Wall Width/Dia: 48 in

Bench Type: Poured

Trough Type: Poured

Step Type: Plastic

Manhole Depth: 5.15 ft

Evidence of Surcharge?: No

Surcharge Depth: 0

Comments: Roughness increased on cover and frame. Deposits on bench.



Manhole Defect Information

Components with Defects: Bench,Cone,Chimney,Frame,Cover

I/I Code Type	Broken	Lining Failure	Deposits	Roots	Fracture	Crack	Hole	Surface Damage	Brickwork	Joint
Cover:								Roughness Increased		
Frame:								Roughness Increased		
Frame Seal:										
Chimney: Staining										
Cone: Staining										
Wall:										
Bench:			Settled - Fine							
Trough:										



# Manhole Inspection Report - Pipes

**Pipe #:** 1  
**Upstream MH:** 139  
**Downstream MH:** 5584  
**Clock Position:** 6  
**Shape of Pipe:** Round  
**Diameter/Height:** 8 in

**Material:** PVC  
**Rim to Invert:** 5.15 ft  
**Flow Depth:** 0 in



**Comments:** None

---

**Pipe #:** 2  
**Upstream MH:** 5733  
**Downstream MH:** 139  
**Clock Position:** 12  
**Shape of Pipe:** Round  
**Diameter/Height:** 8 in

**Material:** PVC  
**Rim to Invert:** 5 ft  
**Flow Depth:** 1 in



**Comments:** None

---



# Smoke Test Inspection Report

**Observation:** 1-1

**Collected By:** Finn Basler

**Date Inspected:** 8/5/2024

**Address:** 305 Pleasley Road

**Upstream Manhole:** 5526

**Downstream Manhole:** 5448

**Property Type:** Private

**Source:** Service Cleanout

**Smoke Intensity:** Heavy

**I & I Rating:** Moderate

**Comments:** Smoke from 6" cleanout. Cleanout missing cap.



Project:		Date/Time:	May 7 2024 - 16:02
Street and City:	256 River Edge Dr - Kingsport	Weather:	Dry - No precipitation during survey
Owner:	Kingsport	Inspection Status:	Complete Inspection
Customer:	LJA	Segment:	5404_24908
Surveyor Name and Certificate:	Spencer Seidel P0039857-112022	Direction:	Downstream
Reviewer Name and Certificate:	Elisabeth Lowery U-0220-70308547	Up MH:	5404
P.O. #	3236-0003	Down MH:	24908

Pipe Details and Measurements

Pipe Use:	SS	Material:	CP
Height:	15	Lining:	N
Width:		Joint Length:	4
Shape:	C	Purpose:	B
Pre-Cleaning:	No Pre-Cleaning	Additional Info:	

Pipe Ratings

Overall Quick Rating: 3121

Structural Quick Rating:	3100	O&M Quick Rating:	2112
Structural Pipe Rating Index:	3.0	O&M Pipe Rating Index:	1.3



Surveyed Length: 350

Total Length: 353

Inspection Technology Used: CCTV


Item XI3.

Kingsport — May 7 2024	Up MH: 5404
Pipe: 5404_24908	Down MH: 24908

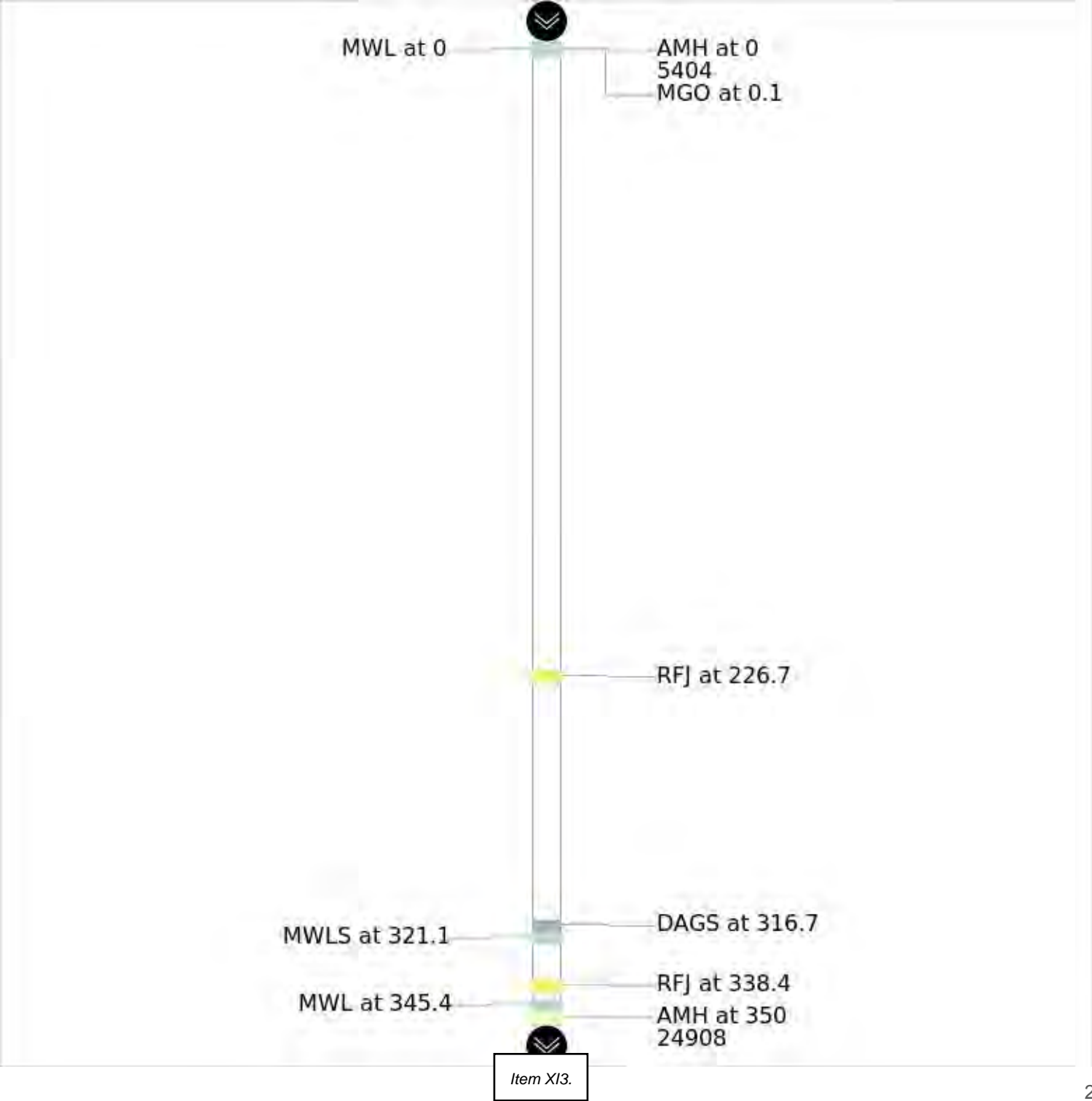
Observations & Defects

Surveyed Length: 350

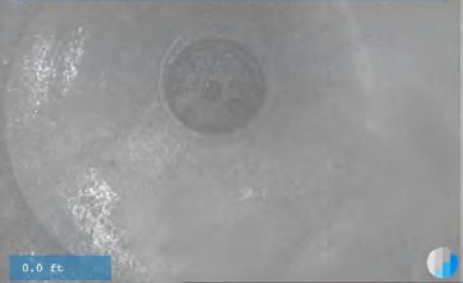


Total Length: 350

Flow Direction: 

Survey Direction:  
Downstream



Kingsport — May 7 2024	Up MH: 5404
Pipe: 5404_24908	Down MH: 24908

Photo	Distance	Description	Time
<div><div><div>Date: 05/07/2024 16:04Up MH: 5404City: KingsportDown MH: 24908Pipe Seq. Ref: 5404_24908Direction: D</div><div>0.0 ft</div></div></div>	0	AMH - Manhole Remark = 5404	00:00:17
<div><div><div>Date: 05/07/2024 16:10Up MH: 5404City: KingsportDown MH: 24908Pipe Seq. Ref: 5404_24908Direction: D</div><div>0.0 ft</div></div></div>	0	MWL - Miscellaneous Water Level Percent: 30	00:01:33
<div><div><div>Date: 05/07/2024 16:10Up MH: 5404City: KingsportDown MH: 24908Pipe Seq. Ref: 5404_24908Direction: D</div><div>0.1 ft</div></div></div>	0.1	MGO - Miscellaneous General Observation Remark = Pipe Diameter Confirmation	00:01:11
<div><div><div>Date: 05/07/2024 16:17Up MH: 5404City: KingsportDown MH: 24908Pipe Seq. Ref: 5404_24908Direction: D</div><div>226.7 ft</div></div></div>	226.7	RFJ - Roots Fine Joint Joint: True Clock from 10 to 11 Grade = 1	00:07:58



# PACP Inspection Report

## LJA



Kingsport — May 7 2024

Up MH: 5404


Pipe: 5404\_24908

Down MH: 24908

Photo	Distance	Description	Time
	316.7	DAGS - Deposits Attached Grease Percent: 5 Clock from 10 to 1 Grade = 2	00:11:13
	321.1	MWLS - Miscellaneous Water Level Sag Percent: 50 Grade = 3	00:11:29
	338.4	RFJ - Roots Fine Joint Joint: True Clock At 11 Grade = 1	00:14:54
	345.4	MWL - Miscellaneous Water Level Percent: 35	00:15:13

Item X13.

Kingsport — May 7 2024	Up MH: 5404
Pipe: 5404_24908	Down MH: 24908

Photo	Distance	Description	Time
	350	AMH - Manhole Remark = 24908	00:16:13

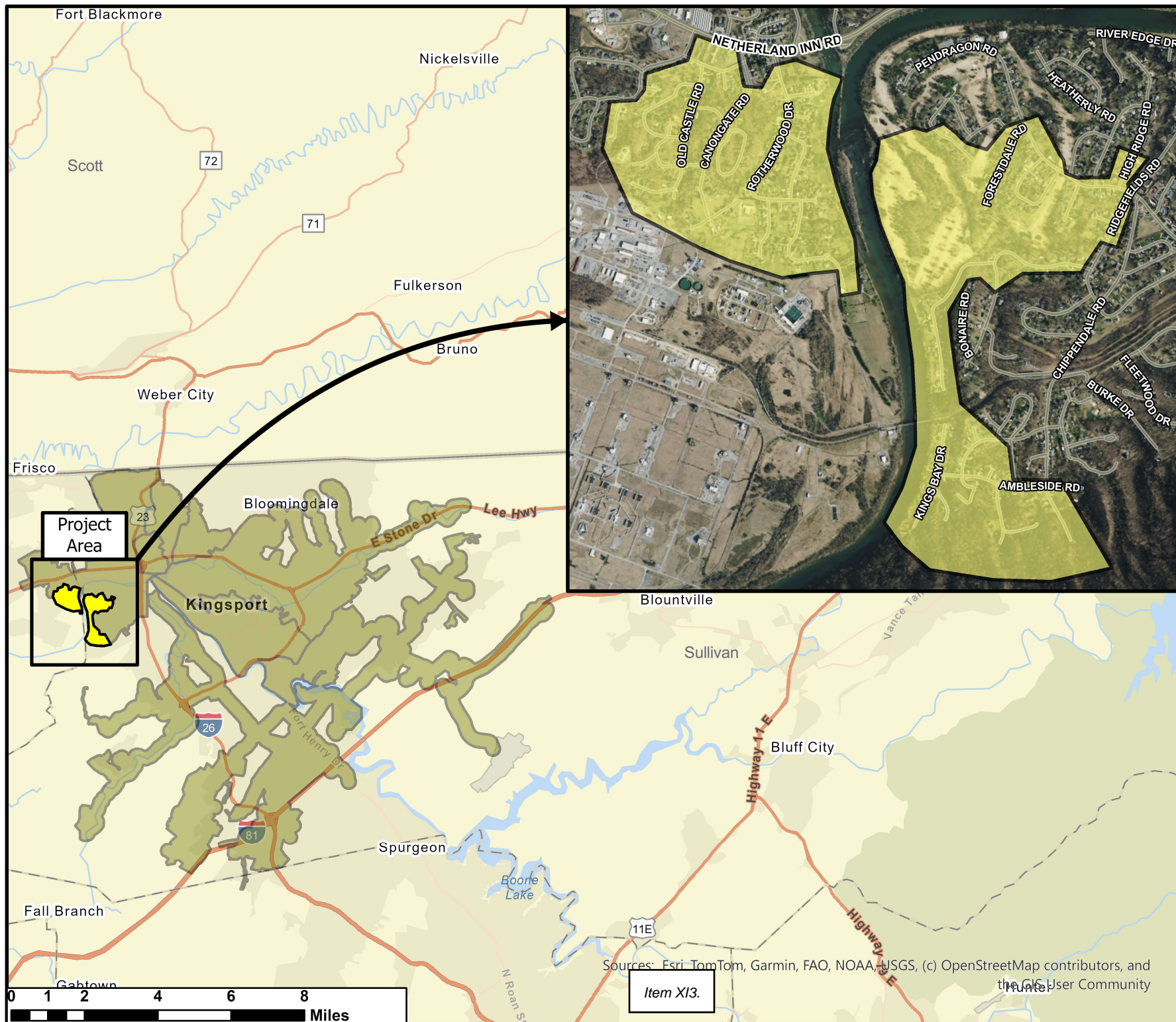
Kingsport — May 7 2024	Up MH: 5404
Pipe: 5404_24908	Down MH: 24908

Time	Dist.	Code	Cont.	Dim. 1	Dim. 2	%	Joint	Clock From	Clock To	Remarks
00:00:17	0	AMH								5404
00:01:33	0	MWL				30				
00:01:11	0.1	MGO								Pipe Diameter Confirmation
00:07:58	226.7	RFJ					True	10	11	
00:11:13	316.7	DAG S				5		10	1	
00:11:29	321.1	MWL S				50				
00:11:29	338.4	RFJ					True	11		
00:15:13	345.4	MWL				35				
00:16:13	350	AMH								24908

Kingsport — May 7 2024	Up MH: 5404
Pipe: 5404_24908	Down MH: 24908

Additional PACP Header Information

Media Label:		Up Rim to Invert:	
Work Order:	24-06639	Up Rim to Grade:	
Sheet Number:		Up Grade to Invert:	
Date Cleaned:	Unknown	Up Northing:	
Flow Control:	N	Up Easting:	
Consequence of Failure		Up Elevation:	
Pressure Value:		Down Rim to Invert:	
Drainage Area:	5	Down Rim to Grade:	
Location Code:	D	Down Grade to Invert:	
Location Details:		Down Northing:	
Coating Method:		Down Easting:	
Pipe Joint Length:	4	Down Elevation:	
Year Constructed:	1900	Coordinate System:	
Year Renewed:	1900	Vertical Datum:	
		GPS Accuracy:	
Reverse Setup:		Imperial?:	True



**Project Location Map  
Sewage Basins  
West Kingsport Basin**





## AGENDA ACTION FORM

### **Consideration of a Resolution to Approve a Lease Extension with Create Appalachia and to Allow the Mayor to Sign All Documents Necessary and Proper as they Pertain to the Lease**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-33-2026

Work Session: February 2<sup>nd</sup>, 2026

First Reading: N/A

Final Adoption: February 3<sup>rd</sup>, 2026

Staff Work By: Steven Bower

Presentation By: Jessica Harmon

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#### **Strategic Focus Area: 5. Thriving Local Economy**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the lease for Create Appalachia, located at 225 W Center Street, will be extended for 12 months.

Create Appalachia is a non-profit organization that offers entrepreneurs access to private offices, artist studios, temporary co-working desks, conference rooms and hi-speed internet. In addition to office space, they provide a video studio, motion-capture equipment, and 3D printing capabilities. They have leased the space at 225 W Center Street since January 3<sup>rd</sup>, 2021 referenced in AF-325-2021, and in that time have made significant investments to the improvement of the space.

Their current lease was approved on December 3<sup>rd</sup>, 2024, referenced in AF-329-2024. The lease includes the right to extend the lease for one additional consecutive twelve-month term.

#### **Attachments:**

1. Resolution
2. Lease Agreement

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

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

A RESOLUTION APPROVING THE RENEWAL OF A LEASE AGREEMENT WITH CREATE APPALACHIA AGREEMENT FOR THE USE OF SPACE AT 225 WEST CENTER STREET; AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on November 16, 2021, the board adopted Resolution No. 2022-092 approving a lease agreement with Create Appalachia, a Tennessee not for profit tax exempt organization, leasing city property consisting of the first and second floor and office space on first floor formerly occupied by the Mayor and City Managers offices located at 225 W. Center Street; and

WHEREAS, on December 3, 2024, the board approved Resolution No. 2025-107 extending the lease for twelve (12) months and the option to renew for an additional twelve (12) months; and

WHEREAS, Create Appalachia is a not for profit charitable organization as defined by Tenn. Code Ann. §§ 6-54-111 and 48-51-101 et seq. providing recreational and educational opportunities to citizens; and

WHEREAS, Create Appalachia continues to make good use of the space, from which it provides valuable benefits and services; and

WHEREAS, Create Appalachia desires and the board finds it beneficial to renew the lease with Create Appalachia for an additional year to expire on December 31, 2026.

Now therefore,

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

SECTION I. That renewal of a Lease Agreement between the City of Kingsport and Create Appalachia for space located at 225 W. Center Street to expire on December 31, 2026, is approved subject to approval of the Interlocal Agreement by the County Commission.

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 appropriate lease agreement with Create Appalachia 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 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 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## LEASE

**THIS LEASE** (herein "Lease") is made and entered into as of the last date entered with the signatures below, by and between CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, (herein "Lessor") and CREATE APPALACHIA, a public benefit not for profit corporation chartered under the laws of the State of Tennessee (herein "Lessee").

### WITNESSETH:

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

**SECTION 1. PREMISES.** Lessor in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Lessee and the restrictions contained herein does hereby lease to the Lessee and the Lessee does hereby lease and take from the Lessor the following described property (herein "Premises") and all improvements located thereon:

- a.) Approximately 4,026 square feet of office/general space which makes up the first floor, northeastern wing, of the City/County Administrative building as further depicted by the first floor plan prepared by Allen N. Dryden dated May 15, 1961.
- b.) Approximately 1,677 square feet of office/general space which makes up rooms 114 – 117; 119 – 124 of the City/County Administrative building as further depicted by the first floor plan prepared by Allen N. Dryden dated May 15, 1961.
- c.) Approximately 4,026 square feet of office/general spaces which makes up the second floor, northeastern wing, of the City/County Administrative building as further depicted by the second floor plan prepared by Allen N. Dryden dated May 15, 1961.

And being portions of the structure referred to as the City-County Administrative Building in the Deed dated May 12, 1966 and recorded in Deed Book 224A Page 435, Sullivan County Register of Deed's office; situated on the property acquired by Lessor through a deed dated November 21, 1946 and recorded in Deed Book 87A, Page 519 in the Sullivan County Register of Deed's office.

**SECTION 2. LEASE TERM.** The term of this Lease (herein "Initial Term") shall be twelve (12) months beginning on last date entered with the signatures below, at noon and terminating the ending on the same day and month twelve (12) months thereafter, at noon, unless sooner terminated as herein provided. Provided Lessee is not in default, Lessor grants to Lessee the right to extend this Lease for one (1) additional consecutive twelve (12) month term (herein "Renewal Term") upon the terms, covenants and conditions contained herein. Lessee may exercise such right to extend the Initial Term upon written notice to Lessor at least ninety (90) days prior to the expiration of the Initial Term of the Lease. In no event will the Initial Term and Renewal Term extend beyond three years, except on written agreement of the parties.

**SECTION 3. RENT.** Lessee shall pay to Lessor, as rent, without demand or deduction, as rent One Dollar (\$1.00) per month with the first payment due on the date of the beginning of the Initial Term and on the same day each month thereafter during the Initial Term, and likewise for the

Renewal Term without offset or deduction. All payments shall be made to Lessor at City of Kingsport, Tennessee, 415 Broad Street, Kingsport, Tennessee 37660, Attention: Lisa Winkle or designee, or at such other place as is designated in writing by Lessor. It is the intention of the Lessor and Lessee that utilities described in Section 5 shall be paid by Lessee and the Lessor shall be indemnified by Lessee and is hereby so indemnified by Lessee against such costs, charges, expenses, and obligation. In addition to the rent provided herein, Lessee must pay to Lessor any and all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary or extraordinary, unforeseen or foreseen, of any kind which are assessed against or imposed in respect of the Premises.

**SECTION 4. USE OF PREMISES.** Lessee shall use the Premises for the purpose for office requirements, parking, and storage, and for no other purpose. Lessee agrees not to use the Premises in any way that may be unlawful, improper, noisy, offensive, or contrary to any applicable statute, regulation, ordinance or bylaw. Lessee hereby acknowledges the Law Court and Chancery Court for the Second Judicial District conduct proceedings within the structure and Lessee's activities shall not interfere with court proceedings. Lessee shall not permit the sale, service, use, consumption, display, storage, or presence of alcoholic beverages, wine, or beer, including brown bagging, on the Premises at any time.

**SECTION 5. UTILITIES.** During the Initial Term or Renewal Term, Lessee shall be solely responsible for the payment of garbage collection, telephone, cable, internet, and any service fees required for the installation of these utilities. Costs for water/sewer bills, power bills and natural gas bills shall be Lessee's responsibility on a pro rata basis determined by square footage occupied by Lessee.

**SECTION 6. CLEAN AND SANITARY CONDITION.** During the Initial Term and Renewal Term, Lessee shall keep and maintain the Premises in a clean and sanitary condition at all times, free of all garbage and debris. All garbage and similar debris shall be deposited by Lessee in facilities specifically for garbage collection. Lessee shall further comply with all local ordinances and regulations imposed by Lessor relating to maintaining the Premises in a clean and sanitary condition and collection of garbage and similar debris. Lessee shall be responsible for janitorial services and pest control for the Premises.

**SECTION 7. LESSEE'S MAINTENANCE.** Except as otherwise stated in this Lease it shall be Lessee's sole responsibility to keep and maintain the entire Premises, and every part thereof, in good condition and repair at all times during the Initial Term or Renewal Term. Lessee shall maintain the Premises in compliance with the laws of the state of Tennessee and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction. Lessee shall comply with all requirements of law, ordinance and otherwise, affecting the Premises. If Lessee refuses or neglects to commence and to complete repairs promptly and adequately, Lessor may declare the Lessee in breach of this Lease. Lessee shall, upon the expiration or termination of this Lease, surrender the Premises in good condition, broom clean, reasonable wear and tear excepted.

**SECTION 8. LESSOR'S MAINTENANCE.** Except for any repairs necessitated by the negligent act or omission of Lessee, its agents, servants, or invitees, or by any unusual use of the Premises

by Lessee, Lessor shall, upon receipt of notice in writing from Lessee when such repairs are necessary, repair and maintain in good order and condition the roof, maintain the sewer, water lines, and other matters related to plumbing, maintain the HVAC systems in the building, and be responsible for all other items of maintenance not specifically assigned to the Lessee. Additionally, prior to occupancy by Lessee, Lessor will broom clean the Premises including the removal of loose items on the office floor, clean the area of the Premises outside the building including the removal of any trash and debris, and ensure all light bulbs and ballasts in the Premises are in good and working condition as of the lease commencement date, after which point Lessee will be responsible for all light bulbs and ballasts.

**SECTION 9. COMPLIANCE WITH APPLICABLE LAWS.** Throughout the Initial Term or Renewal Term, Lessee shall comply with all present and future laws, statutes, codes, ordinances, rules and regulations of the federal government, state of Tennessee, or City of Kingsport, restrictive covenants and all orders, decrees and like actions of any court of competent jurisdiction which may be applicable to the Premises.

**SECTION 10. ALTERATIONS.** The Lessee shall have the right, at its sole expense, from time to time, to maintain security of Lessee's material and equipment inside the Premises, including the right to restrict access to the Premises through the installation of security devices (locks, cameras, card readers, door buzzers, intercom, and door alarms) to install an independent computer network within the Premises, and redecorate the Premises and to make such non-structural alterations and changes in such parts thereof as Lessee shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises and shall otherwise comply with the requirements of this Lease. Lessee agrees to pay promptly when due the entire cost of any work performed by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. Lessee further agrees that in doing such work that it shall employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner. Lessee agrees that it shall procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable.

**SECTION 11. SURRENDER OF PREMISES.** On the expiration or earlier termination of this Lease pursuant to its terms, Lessee shall peaceably and quietly leave and surrender the Premises to the Lessor, in good order, condition and repair, broom clean, reasonable wear and tear excepted and free and clear of all liens.

**SECTION 12. CONDITION OF PREMISES.** Lessee has examined the Premises and accepts the same "AS IS" and "WHERE IS" in its present state and condition without any representations or warranties, express or implied, in fact or in law, by Lessor as to the nature, condition or usability thereof, or as to the use or uses to which the Premises may be put.

**SECTION 13. FIRE, CASUALTY, EMINENT DOMAIN.** Should a substantial portion of the Premises, be substantially damaged by fire or other casualty, or be taken by eminent domain, Lessor may elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for its intended use, a proportionate abatement of rent shall be made, and Lessee may elect to terminate this Lease if: (a) Lessor fails to give written notice within 30 days

after a fire, casualty or taking of its intention to restore the Premises; or (b) Lessor fails to restore the Premises to a condition substantially suitable for its intended use within 90 days after a fire, casualty or taking. Notwithstanding the foregoing, in the event of damage by fire or other casualty resulting from the carelessness, negligence, intentional, or other improper conduct of Lessee, its agents, employees, contractors, or others acting on its behalf, or from the carelessness, negligence, intentional, or other conduct of Lessee's customers, guest, or visitors, Lessee shall have the full liability and responsibility for repairing and/or rebuilding from such casualty loss and for other damages and losses incurred by Lessor. Lessor reserves all rights for damages or injury to the Premises for any taking by eminent domain, except for damage to Lessee's property or equipment.

**SECTION 14. FIRE INSURANCE.** Lessee shall not permit any use of the Premises which shall adversely affect or make voidable any insurance on the property of which the Premises are a part, or on the contents within the property, or which shall be contrary to any law, regulation or recommendation made by the state fire prevention agency, local fire department, Lessor's insurer or any similar entity. Lessee shall not vacate the Premises or permit same to be unoccupied other than during Lessee's customary non-business days or hours, or cause or allow the utilities serving the Premises to be terminated.

**SECTION 15. SIGNS.** Any sign on the Premises shall conform to all applicable laws. The cost for all signs shall be borne by Lessee. Lessor grants Lessee permission to place a sign on the side and front of the building, provided it complies with the requirements of this Section 15

**SECTION 16. ASSIGNMENT OR SUBLEASE.** Lessee may, subject to the approval of Lessor, sublet the Premises, to allow another entity or individual to occupy the a part of the Premises. Lessor's prior consent to any sublease may be withheld for any or no reason. Lessee shall notify Lessor of its intention to sublease no less than 90 days prior to commencement of any sublease. A sublease shall only be approved for entity's which are not for profit corporations under the laws of the State of Tennessee. Furthermore, Lessee shall not sublease more than 50% of the Premises. If Lessee assigns this Lease or sublets the Premises without prior approval of Lessor, Lessor shall have the option to terminate this Lease, at an effective date to be determined by Lessor, upon written notice to Lessee.

**SECTION 17. LESSOR'S ACCESS.** Lessor, its agents and designates, may examine and inspect the Premises at reasonable times and Lessee shall provide Lessor, if not already available, with a set of keys for the purpose of such examination, provided that Lessor shall not thereby unreasonably interfere with the conduct of Lessee's business. Lessee shall permit Lessor to enter the Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease. Lessor, its agents and designates, may at any reasonable time enter to show the Premises to others without creating any obligation or liability for Lessor. In the event of any emergency, Lessor, its agents and other representatives, may enter at any time, without notice and without the presence of Lessee. No compensation shall be asked or claim made by Lessee by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on, or protecting the Premises or building, however the necessity may arise. Nothing in this Section 17 shall be construed as imposing any duty on Lessor to make any repairs, alterations or additions. A city police officer shall accompany Lessor, or its agents or designees, when entering the Premises pursuant to this Section 17.



**SECTION 18. LIABILITY.** Lessee shall, and does hereby, assume all risk of loss or injury to the property or person of all persons at any time coming upon the Premises during the Initial Term or Renewal Term. Lessee shall be solely responsible, as between Lessor and Lessee, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the Premises and arising out of the use, control, condition, or occupancy of the Premises by Lessee, except for death, personal injuries or property damage to the extent resulting from the negligence or willful misconduct of Lessor or Lessor's employees, agents, or representatives. Lessee agrees to indemnify and hold harmless Lessor from any and all liability, including but not limited to out of pocket costs, expenses, damages, causes of action, claims, judgments and reasonable attorney fees to the extent caused by or arising out of any of the aforesaid matters.

**SECTION 19. INSURANCE.** Lessee shall, during the initial term and any subsequent renewals, keep in full force and effect at its own expense the following types of insurance with, at least, the limits specified herein. :

All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by the City. A Certificate of Insurance is required upon award and shall include the following language: "The City of Kingsport, Tennessee, its governing body, elected officials, officers, volunteers, agents, and employees as additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." And, "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder." Lessee's insurance policies shall include appropriate clauses waiving all rights of subrogation against Lessor with respect to losses payable under such policies.

The Lessee shall promptly provide a complete certified copy of any policy including all endorsements and exclusions upon request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(a) Commercial General Liability Coverage issued on an Insurance Services Office (ISO) Special Coverage Form or its equivalent for Bodily Injury, Property Damage, and Contractual coverages in the amount of \$1,000,000 per occurrence and \$2,000,000 in a general aggregate. The policy shall have no sublimits and sufficient a fire legal liability limit to reimburse for any fire damage to Lessee's or other leased and unleased spaces. Should the Lessee contract for any services or sub-lease any portion of the premises, those parties shall have the same or greater requirements as the Lessee including listing the Lessor as an additional insured.

(b) Property Insurance. Lessor may maintain, for its sole use and benefit property insurance coverage insuring the building. The Lessee is responsible for insuring any of its property located within the Premises.

(c) Lessee hereby releases Lessor from any and all liability and responsibility to anyone claiming any loss or damage to property arising from a risk insured against under the insurance required to be carried by Lessee. Proceeds from any insurer shall first be applied to the repair or restoration of the building, leased premises, and satisfaction of this lease before payment is made to benefit the Lessee.

**SECTION 20. DEFAULT AND ACCELERATION OF RENT.** In the event that (a) any assignment for the benefit of creditors, trust mortgage, receivership, or other insolvency proceeding shall be made or instituted with respect to Lessee or Lessee's property or (b) Lessee shall default in the observance or performance of any of Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within 10 days after written notice thereof, then Lessor shall have the right thereafter, while such default continues and without demand or further notice, to re-enter and take possession of the Premises, to declare the Initial Term or Renewal Term ended, and/or to remove Lessee's effects, without being guilty of trespass or conversion, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of the Lease. If Lessee defaults in the payment of the rent, or substantial invoice from Lessor or Lessor's agent, and such default continues for 10 days after written notice thereof, and because both parties agree that nonpayment of those sums when due is a substantial breach of the Lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of Lessee, then, in addition to any other remedies, the net present value of the entire balance of rent due hereunder as of the date of Lessor's notice, using the published prime rate then in effect, shall immediately become due and payable as liquidated damages. No actions taken by Lessor under this Section 20 shall terminate Lessor's obligation to pay rent under this Lease, as liquidated damages or otherwise. Any sums received by Lessor from or on behalf of Lessee at any time shall be applied first to offset any unpaid invoice or other payment due to Lessor and then to unpaid rent. Lessee shall also pay Lessor interest at the rate of 18 percent per annum on any past due payment. In addition to the foregoing, if after default, a debt collector or an attorney is employed or directed to collect or enforce the monetary or other obligations evidenced by this Lease or to assist Lessor in connection with its exercise of any right, power, privilege, or remedy referred to herein, the parties hereby agree that the Lessee shall pay promptly all costs incurred by Lessor with respect to collection or enforcement including reasonable attorney fees and court costs.

**SECTION 21. TERMINATION FOR CONVENIENCE.** In addition to the termination rights otherwise set forth in this Lease Lessor may terminate this Lease for its convenience at any time by giving written notice to Lessee at least thirty (30) days prior to the date when such termination shall become effective. Should Lessor exercise its right to terminate for convenience, Lessee shall fulfill those obligations set forth in this agreement regarding the surrender of the premises.

**SECTION 22. WASTE OR NUISANCE.** Lessee shall not commit or suffer to be committed any waste upon the Premises, and Lessee shall not use or permit the use of any medium that might constitute a nuisance.

**SECTION 23. NOTICE.** Any notice from Lessor to Lessee relating to the Premises or this Lease shall be deemed duly served when served by constable, or delivered to Lessee by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to Lessee at:

City of Kingsport  
Attn: Steve Bower, Economic Development Director  
415 Broad Street  
Kingsport, TN 37660

With a copy to:  
City of Kingsport  
Office of the City Attorney  
415 Broad Street  
Kingsport, TN 37660

Any notice from Lessee to Lessor relating to the Premises or this Lease shall be deemed duly served when served by constable, or delivered to Lessor by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to Lessor at 225 W Center Street, Kingsport, Tennessee 37660, Attention: Lisa Winkle or designee, or at Lessor's last designated address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

**SECTION 24. OCCUPANCY.** If Lessee continues to occupy, control, or encumber all or any part of the Premises after termination of this Lease without the written permission of Lessor, Lessee shall be liable to Lessor for any and all loss, damages or expenses incurred by Lessor resulting from the continued occupancy by Lessee and Lessee shall be considered subject to immediate eviction.

**SECTION 25. FIRE PREVENTION.** Lessee agrees to use reasonable precaution against fire, to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment and exit signs, and to complete any other modifications within the Premises as required or recommended by the Insurance Services Office (or successor organization), OSHA, TNOSHA, the local fire department, fire marshal, insurer of Lessor, regulatory, safety, or any similar entity.

**SECTION 26. ENVIRONMENTAL MATTERS.** The term "hazardous substances", as used herein shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited, or penalized by an "environment law", which term shall mean any federal, state or local law, ordinance, or other statute of a governmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (a) no activity shall be conducted on the Premises that shall produce any hazardous substance; (b) the Premises shall not be used in any manner for the storage of any hazardous substances; (c) Lessee shall not install or place upon the Premises any underground or aboveground tanks of any type and shall not store, or allow the storage law, on the Premises any gasoline, oil, diesel fuel or other petroleum products; (d) Lessee shall not allow any surface or subsurface conditions to exist or come into existence that constitutes or with the passage of time may constitute a public or private nuisance; and (e) Lessee shall not permit any hazardous substances to be brought onto the Premises. If at any time during or after of the Initial Term or Renewal Term, the Premises are found to be in violation of any of the covenants set forth in this Section 24 due to acts or occurrences during the occupancy of Lessee, or caused by Lessee, then Lessee shall diligently institute proper and thorough cleanup and remediation procedures at Lessee's sole cost. Lessee agrees to indemnify and hold Lessor harmless from all claims, demands, actions, liabilities, costs and expenses (including Lessor's reasonable attorney fees), damages and obligations of any nature to the extent arising from or as a result of the use of the Premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease. Lessee shall not use the Premises so as to interfere in any way with the use and

enjoyment of other portions of the same or neighboring buildings by reason of odors, smoke, exhaust, smells, vibrations, noise, pets, accumulation of garbage or trash, vermin or other pests, or otherwise, and shall at its expense employ a professional pest control service if determined necessary by Lessor. Lessee agrees to maintain effective devices for preventing damage to plumbing and heating equipment from de-ionized water and chemicals which may be present at the Premises.

**SECTION 27. SURRENDER.** On or before the termination of this Lease, Lessee shall remove all of Lessee's goods and effects from the Premises, and shall deliver to Lessor actual and exclusive possession of the Premises and all keys and locks thereto, all fixtures, equipment and workstations of any type connected therewith, and all alterations, additions and improvements made to or upon the Premises, whether completed by Lessee, Lessor or others, including but not limited to any offices, window blinds, floor coverings, computer floors, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment, ductwork, exhaust fans, water coolers, security, surveillance and fire protection systems, telecommunications and data wiring, telephone equipment, air and gas distribution piping, compressors, hoists, cabinets, counters, shelving, signs, electrical work, including but not limited to lighting fixtures of any type, wiring, conduit, EMT, transformers, generators, distribution panels, bus ducts, raceways, outlets and disconnects, and furnishings and equipment which have been bolted, welded, nailed, screwed, glued or otherwise attached to any wall, floor, ceiling, roof, pavement or ground, or which have been directly wired or plumbed to any portion of any building or other system serving the Premises, including but not limited to water supply, drainage, venting or air or gas distribution systems. Notwithstanding the foregoing, it is understood that cabinets, sinks, removable floor covering, shelving and other equipment and furnishings provided by Lessee remain the personal property of Lessee as long as such items are removed upon termination of the Lease without damage to the Premises. Notwithstanding the foregoing, prior to termination of this Lease, Lessee shall, if requested by Lessor, remove or tag for future use any and all wiring and cabling installed and/or used by Lessee. Lessee shall deliver the Premises fully sanitized from any chemicals or other contaminants, broom clean, and in at least the same condition as they were at the commencement of the Lease or any prior lease between the parties for the Premises, or as they were modified during the Initial Term or Renewal Term with Lessor's written consent, reasonable wear and tear only excepted, and Lessee shall be deemed to be encumbering the Premises until it delivers the Premises to Lessor in the condition required under this Lease. Any of Lessee's property that remains in the Premises upon termination of the Lease shall be deemed abandoned and shall be disposed of as Lessor sees fit, with no liability to Lessee for loss or damage thereto, and at the sole risk of Lessee. Lessor may remove and store any such property at Lessee's expense; retain the same under Lessor's control; sell the same at public or private sale (without notice) and apply the net proceeds of such sale to the payment of any sum due hereunder; or destroy same. In no case shall the Premises be deemed surrendered to Lessor until the termination date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to Lessor.

**SECTION 28. HOLDING OVER.** In the event Lessee occupies the Premises after the expiration or termination of this Lease with the consent of the Lessor, express or implied, such possession shall be considered to be a tenancy from month to month, terminable on 30 days advance written notice by either party. Lessee shall continue to pay all charges as provided in this Lease, and shall



be bound by all of the other terms and conditions of this Lease as if it were still in full force and effect.

**SECTION 29. LOSS AND DAMAGE TO LESSEE'S PROPERTY.** Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part adjacent to the Premises or any part, or for any loss or damages resulting to the Lessee or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever, except to the extent due to the negligence or willful misconduct of Lessor or Lessor's employees, agents, or representatives.

**SECTION 30. NOTICE BY LESSEE.** Lessee shall give immediate notice to Lessor in case of fire or accidents in the Premises or in the building on the Premises or of defects therein or in any fixtures or equipment.

**SECTION 31. SUCCESSORS.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the parties, except that Lessor shall only be liable for obligations occurring while it is the owner of the Premises. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Section 16 herein.

**SECTION 32. GENERAL.** The following shall apply to this Lease:

- (a) The invalidity or unenforceability of any clause or provision of this Lease shall not affect or render invalid or unenforceable any other clause or provision hereof;
- (b) Any action or proceeding arising out of the subject matter of this Lease shall be brought by Lessee within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;
- (c) This Lease is made and delivered in the state of Tennessee, and shall be interpreted, construed, and enforced in accordance with the laws thereof;
- (d) This Lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Lease may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;
- (e) Notwithstanding any other statements herein, Lessor makes no warranty, express or implied, concerning the suitability of the Premises for Lessee's intended use;
- (f) Lessee agrees that if Lessor does not deliver possession of the Premises as herein provided for any reason, Lessor shall not be liable for any damages to Lessee for such failure, but Lessor agrees to use reasonable efforts to deliver possession to Lessee at the earliest practical date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the Premises, for such time as Lessee may be deprived of possession of the Premises shall be Lessee's sole remedy, except where a delay in delivery is caused in any way by Lessee;
- (g) Neither the submission of this Lease or any amendment hereof shall constitute a reservation of or option for the Premises, or an offer to lease, it being expressly understood and agreed that neither

this Lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties;

(h) Subject to the provisions of Section 23, neither Lessor nor Lessee shall be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this Lease, even if any party has knowledge of the possibility of such damages;

(i) The headings and captioned in this Lease are for convenience only and shall not be considered part of the terms hereof;

(j) No restriction, condition or other endorsement by Lessee on any check, nor Lessor's deposit of any full or partial payment, shall bind Lessor in any way or limit Lessor's rights under this Lease;

(k) Lessee shall conform to all rules and regulations now or hereafter made by Lessor for parking, for the care, use or alteration of the building, its facilities and approaches, and for the administration of this Lease, and shall not permit any employee or visitor to violate this or any other covenant or obligation of Lessee;

(l) Lessee's covenants under this Lease shall be independent of Lessor's covenants, and Lessor's failure to perform any of its covenants under this Lease, including a covenant constituting a significant inducement to Lessee to enter into this lease, shall not excuse the payment of rent or any other charges by Lessee or allow Lessee to terminate this Lease; and

(m) Lessor and Lessee hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this Lease.

**SECTION 33. WAIVERS, ETC.** No consent or waiver, express or implied, by Lessee or Lessor to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If Lessee is several persons, corporations, or other legal entities, or a partnership, or some combination thereof, Lessee's obligations are joint and several. Unless repugnant to the context, "Lessor" and "Lessee" mean the person or persons, natural or corporate, named above as Lessor and as Lessee respectively, and their respective heirs, executors, administrators, successors and assigns.

**SECTION 34. TIME.** Time is of the essence in this Lease.


**SECTION 35. SURVIVAL OF TERMS.** Wherever in this Lease either Lessee or Lessor shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind Lessee and Lessor.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease in duplicate originals.

Create Appalachia

City of Kingsport, Tennessee

  
Signature

  
Paul W. Montgomery, Mayor


January 9, 2025  
Date

January 13, 2025  
Date

Kathleen "Katie" Hoffman  
Printed Name

Attest:

Executive Director  
Title

  
Angela Marshall, Deputy City Recorder

Approved as to form:

  
Rodney B. Rowlett, III, City Attorney



## AGENDA ACTION FORM

### **Consideration of a Resolution for Bays Mountain Park to Enter into a Multi-Year Agreement with the Senior Community Employment Program**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-34-2026

Work Session: February 2, 2026

First Reading: N/A

Final Adoption: February 3, 2026

Staff Work By: Megan Krager

Presentation By: Michael T. Borders

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#### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City will enter into a multi-year agreement with CWI Works, Inc. for the Senior Community Service Employment Program (SCSEP).

SCSEP is a federally subsidized workforce development program that provides senior adults with job training and work experience to prepare them for unsubsidized employment. Bays Mountain Park has served as a host site for SCSEP for participants for more than ten years, supporting the program's mission by offering meaningful, hands-on training in a real working environment.

SCSEP participants have provided valuable support across multiple areas of park operations, including the gift shop, custodial services, gate house, park maintenance, and the farmstead museum. Through this partnership, participants gain transferable job skills, workplace experience, and increased employability. Over the years, Bays Mountain Park has successfully hired several SCSEP participants into regular positions, demonstrating the effectiveness of the program.

Approval of this agreement will allow Bays Mountain Park to continue its role as a host site for the SCSEP program, supporting workforce development for older adults while benefiting park operations.

The agreement will end on June 30, 2028. SCSEP participants are compensated by the program and are provided at no cost to the City.

#### **Attachments:**

1. Resolution
2. Agreement

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH CWI WORKS, INC., TO PARTICIPATE IN THE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, CWI Works, Inc. offers a Senior Community Service Employment Program, which is a federally subsidized workforce development program that provides senior adults with job training and work experience to prepare them for unsubsidized employment; and

WHEREAS, Bays Mountain Park has served as a host site for SCSEP for participants for more than ten years, supporting the program's mission by offering meaningful, hands-on training in a real working environment; and

WHEREAS, the city, on behalf of its Bays Mountain Park would like to enter into a multi-year agreement with CWI Works, Inc. for their Senior Community Service Employment Program; and

WHEREAS, the agreement will expire on June 30, 2028 and the participants are compensated by the program, and are provided at no cost to the city.

Now therefore,

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

SECTION I. That the agreement with CWI Works, Inc. for their Senior Community Service Employment Program, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Agreement with CWI Works, Inc. for their Senior Community Service Employment Program to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

**CWI WORKS  
SCSEP Multi-Year Host Agency Agreement  
July 1, 2025 – June 30, 2028**

To comply with the requirements of the CWI Works, Inc. (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by \_\_\_\_\_, hereinafter referred to as the Host Agency, and \_\_\_\_\_, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff, while also helping the job seeker understand that they are a trainee in a program designed to help them get a job.

The Host Agency understands that SCSEP is a training program, and that the purpose of SCSEP is to train job seekers so that they can secure regular unsubsidized employment off the program. To that end, the Host Agency recognizes that each SCSEP job seeker has a Career Pathway within which they are training and pursuing employment. These Career Pathways are selected through collaboration between the job seeker and the Host Agency. The Sponsor Agency places job seekers at Host Agencies based on alignment of each job seeker's Career Pathway goal with the Career Pathway training opportunities offered at the Host Agency.

This Host Agency offers training to its assigned SCSEP job seeker(s) in the following Career Pathway(s) listed below (check all that apply):

- ☐ **Office Administration** (clerical, data entry, bookkeeping, grant writing, etc.)
- ☐ **Health & Social Services** (teaching, case management, child care, home health, etc.)
- ☐ **Facility Management** (warehousing, maintenance, janitorial, inventory, etc.)
- ☐ **Customer Service** (retail, front desk, sales, delivery, events, outreach, etc.)
- ☐ **Food Service** (food preparation, cooking, food service, nutrition, farming, etc.)

A detailed Career Pathways training plan, which includes skills to be attained and timelines for achieving the goal, will be incorporated with the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

The Host Agency also agrees to consider SCSEP job seekers for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created at the Host Agency.

As the onsite day-to-day Supervisor(s) of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Sponsor Agency, so the Sponsor Agency can provide coaching, progressive discipline, and/or supportive services before a decision is made to remove the job seeker from the Host Agency.

The Host Agency also agrees to notify the Sponsor Agency of any unscheduled leave time by the job seekers, particularly absences of three consecutive days or longer.

The Host Agency may allow an alternative or temporary Community Service Assignment to include remote or telework. Such arrangements still require the Host Agency to provide adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the "Community Service Assignment Description for Remote Work" form. The Host Agency must notify the Sponsor Agency before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined by their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker at any time and when that reassignment will increase the job seeker's opportunities for Career Pathways training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

Also, while this agreement is in effect, the Host Agency understands and agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency in any capacity, nor can the Host Agency provide any form of payment to the job seeker.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency assignments will not result in the displacement of any currently employed workers, or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in

connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a Host Agency Supervisors' meeting. Host Agency Supervisors' meetings will be held at least annually to acquaint all appropriate staff with the SCSEP goals and objectives.

The Host Agency also agrees to participate in the annual U.S. Department of Labor (DOL) Customer Satisfaction Surveys process, if requested.

In-kind contributions are from non-federal sources, are voluntary, and have not been claimed on any other federal program. The Host Agency agrees to provide documentation of its in-kind contributions, provided the Host Agency Supervisor(s) is paid from non-federal resources. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, is purely voluntary and is not a condition for the assignment of any job seeker. Since the most common form of in-kind contribution is the time the Host Agency Supervisor spends supervising the job seeker, please document your in-kind contribution on page five (5).

#### Host Agency Eligibility

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached. The Host Agency can locate a copy of its IRS 501(c)(3) status here: <https://www.irs.gov/charities-non-profits/exempt-organizations-business-master-file-extract-eo-bmf#states>.

The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

#### Sponsor Agency Responsibilities

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service training aligned with each job seeker's identified Career Pathway.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and Workers' Compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

#### **Host Agency Agreement – June 30, 2028**

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

#### Term

This multi-year agreement is in effect from July 1, 2025, or the date signed below, through June 30, 2028, per U.S. DOL selecting CWI to continue to be a SCSEP national grantee from the FOA-ETA-24-11 SCSEP National Grantee Competition. CWI expects to be successful in continuing SCSEP operations during the term of this agreement. However, if SCSEP funding is decreased, then this Agreement will be modified or terminated early.

It is the responsibility of the Host Agency to notify the Sponsor Agency of changes that would impact this Agreement, such as a change in organizational leadership, staffing, or a change to the organization's tax status.

This Agreement may not be amended except upon written agreement between the parties.

[Acknowledgements Deleted for Inclusion in this Resolution]

**SECTION III.** That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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





## SCSEP Multi-Year Host Agency Agreement

### July 1, 2025 – June 30, 2028

To comply with the requirements of the CWI Works, Inc. (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

\_\_\_\_\_

hereinafter referred to as the Host Agency, and \_\_\_\_\_

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff, while also helping the job seeker understand that they are a trainee in a program designed to help them get a job.

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This Host Agency offers training to its assigned SCSEP job seeker(s) in the following Career Pathway(s) listed below (check all that apply):

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- ☐ **Customer Service** (retail, front desk, sales, delivery, events, outreach, etc.)
- ☐ **Food Service** (food preparation, cooking, food service, nutrition, farming, etc.)

A detailed Career Pathways training plan, which includes skills to be attained and timelines for achieving the goal, will be incorporated with the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

The Host Agency also agrees to consider SCSEP job seekers for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created at the Host Agency.

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The Host Agency assignments will not result in the displacement of any currently employed workers, or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the

same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

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The Host Agency also agrees to participate in the annual U.S. Department of Labor (DOL) Customer Satisfaction Surveys process, if requested.

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The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

#### **Sponsor Agency Responsibilities**

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service training aligned with each job seeker's identified Career Pathway.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and Workers' Compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

**Term**

This multi-year agreement is in effect from July 1, 2025, or the date signed below, through June 30, 2028, per U.S. DOL selecting CWI to continue to be a SCSEP national grantee from the FOA-ETA-24-11 SCSEP National Grantee Competition. CWI expects to be successful in continuing SCSEP operations during the term of this agreement. However, if SCSEP funding is decreased, then this Agreement will be modified or terminated early.

It is the responsibility of the Host Agency to notify the Sponsor Agency of changes that would impact this Agreement, such as a change in organizational leadership, staffing, or a change to the organization's tax status.

This Agreement may not be amended except upon written agreement between the parties.

**Definition of Host Agency Status**

(Check one)

- ☐ This Host Agency is a government agency. FEIN\_\_\_\_\_ (Required by U.S. DOL).
- ☐ This Host Agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN\_\_\_\_\_ (Required by U.S. DOL).

\_\_\_\_\_ **501(c) (3) documentation is attached.**

### **Documentation of In-Kind Contributions**

Host Agency Supervisor Name: \_\_\_\_\_

Supervisory wage rate/per hour: \$\_\_\_\_\_.

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team. Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.

Usual number of Supervisory Hours spent training SCSEP job seeker(s) per week: \_\_\_\_\_  
(not to exceed 4 hours or 20% of the job seeker's work hours per week)

Supervisor's Signature: \_\_\_\_\_

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

### **Complete for an additional supervisor at Host Agency**

Host Agency Supervisor Name: \_\_\_\_\_

Supervisory wage rate/per hour: \$\_\_\_\_\_.

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team. Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.

Usual number of Supervisory Hours spent training SCSEP job seeker(s) per week: \_\_\_\_\_  
(not to exceed 4 hours or 20% of the job seeker's work hours per week)

Supervisor's Signature: \_\_\_\_\_

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

**If the Host Agency has more than two (2) Supervisors, please see page seven (7) of this agreement to document additional Host Agency supervisor's in-kind contributions.**

**Signed by Host Agency**

Host Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Host Agency Title: \_\_\_\_\_

Agency Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Signed by SCSEP Sponsor Agency**

SCSEP Sponsor: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

### Documentation of In-Kind Contributions

(complete if more than two (2) Supervisors; please print and complete additional pages as needed)

Host Agency Supervisor Name: \_\_\_\_\_

Supervisory wage rate/per hour: \$\_\_\_\_\_.

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team. Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.

Usual number of Supervisory Hours spent training SCSEP job seeker(s) per week: \_\_\_\_\_  
(not to exceed 4 hours or 20% of the job seeker's work hours per week)

Supervisor's Signature: \_\_\_\_\_

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

Host Agency Supervisor Name: \_\_\_\_\_

Supervisory wage rate/per hour: \$\_\_\_\_\_.

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team. Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.

Usual number of Supervisory Hours spent training SCSEP job seeker(s) per week: \_\_\_\_\_  
(not to exceed 4 hours or 20% of the job seeker's work hours per week)

Supervisor's Signature: \_\_\_\_\_

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

# SCSEP Host Agency Training Framework

## Career Pathway: Office Administration

### Career Pathway Skill Training at Host Agencies

Thank you for providing hands-on job training as a way to prepare Job Seekers who are placed with you for unsubsidized employment. As part of this training experience, we hope our Job Seekers have access to the types of Career Pathway training that ensure their success in future employment. Please consult with us as Job Seekers placed with you master their tasks so we can identify opportunities for additional skill development.

### Examples of Host Agency Training Experiences

- **Goal: Operate basic office equipment to complete tasks.**
  - o Answer telephone calls, direct calls, and take messages.
  - o Use postage machine to add correct postage to outgoing mail.
  - o Copy, fax, and collate documents to support business operations.
  - o Scan documents for digital storage or for electronic distribution.
  - o Report maintenance or equipment problems to the appropriate personnel, oversee service technician
- **Goal: Maintain organized database records and/or files.**
  - o Search, use, maintain and update a customer database.
  - o Compile, copy, sort, and file records of office activities or transactions.
  - o Retrieve records from filing structure as requested refile properly when no longer in use.
- **Goal: Prepare and disseminate correspondence.**
  - o Type, format, proofread, and edit correspondence.
  - o Compile data or documentation.
  - o Prepare information or reference materials.
  - o Open, sort, and route incoming mail, and prepare outgoing mail.
- **Goal: Process financial transactions.**
  - o Use time entry systems to enter and process payroll transactions.
  - o Use invoices and supporting documents to enter and process accounts payable transactions.
  - o Prepare cash and checks for bank deposit
- **Goal: Coordinate meetings and appointments for clients, colleagues, or partners.**
  - o Use calendar or event software to set meeting date, time, place, and invite attendees.
  - o Prepare meeting materials, hospitality, and related signage.
  - o Take meeting minutes and distribute them to attendees.
- **Goal: Understand office supply and service requirements and ensure continuity.**
  - o Order supplies, materials, and services needed by those working in the office.
  - o Communicate with service vendors to schedule regular and off-schedule service appointments.
- **Goal: Enter business data into systems.**
  - o Compile, sort, and verify the accuracy of data before it is entered.
  - o Compare data with source documents, or re-enter data in verification format to detect errors.
  - o Accurately enter data into computer system.
  - o Store completed documents in appropriate locations.



## Overview of the Career Pathway

Office administration perform routine administrative functions such as drafting correspondence, scheduling appointments, organizing and maintaining paper and electronic files, or providing information to callers. They may also check the accuracy of figures, calculations, and postings pertaining to business transactions recorded by other workers. They handle tasks including compiling, computing, and recording data, verifying data, preparing materials for printing and preparing billing invoices for services rendered or for delivery or shipment of goods.

## Sample Occupations Within the Career Pathway

- Administrative Assistant (ONET Code:43-6014.00)
- Office Support Worker (ONET Code:43-9199.00)
- Office Clerk (ONET Code:43-9061.00)
- Accounting Clerk (ONET Code:43-3031.00)
- Correspondence Clerk (ONET Code:43-4021.00)
- Data Entry Keyer (ONET Code:43-9021.00)
- File Clerk (ONET Code:43.4071.00)
- Payroll & Timekeeping Clerk (ONET Code: 43-3051.00)
- Human Resource Specialist (ONET Code:13-1071.00)
- Library Assistant (ONET Code:43-4121.00)
- Accounting Clerk (ONET Code:43-3031.00)
- Correspondence Clerk (ONET Code:43-4021.00)
- Data Entry Keyer (ONET Code:43-9021.00)
- File Clerk (ONET Code:43.4071.00)

## Digital Skills & Software Experience Encouraged During Host Agency Training

- Basic Computer Operation - Hardware, Windows, MacOS
- Email and Calendar Scheduling Software - Outlook, Google
- Microsoft Office - Word, Excel, PowerPoint
- Document management software — Adobe Acrobat, Google Docs & Sheets, SharePoint, Slack, Teams
- Cloud-based data access and sharing software — Dropbox, Google Drive, Microsoft SharePoint, Slack
- Information Retrieval or Search Software - Google, Artificial Intelligence
- Accounting, Billing, & Payroll Software - QuickBooks, Sage Intacct, ADP, Paychex
- Project Management Software - Asana, Trello, Smartsheet, Basecamp
- Desktop virtual communications software — Skype, Zoom , Teams, Webex, Google Meet

## Durable Soft Skill Usage Recommended During Host Agency Training

- Active Listening — Giving full attention to what other people are saying, taking time to understand.
- Reading Comprehension – Understanding written sentences and paragraphs in work-related documents.
- Speaking — Talking to others to convey information effectively.
- Writing – Communicating effectively in writing as appropriate for the needs of the audience.
- Coordination – Adjusting actions in relation to others' actions.
- Critical Thinking — Using logic and reasoning to identify strengths and weaknesses of alternative solutions.
- Time Management — Managing one's own time and the time of others.
- Mathematics - Using mathematics to solve problems.

# SCSEP Host Agency Training Framework

## Career Pathway: Health & Social Services

### Career Pathway Skill Training at Host Agencies

Thank you for providing hands-on job training as a way to prepare Job Seekers who are placed with you for unsubsidized employment. As part of this training experience, we hope our Job Seekers have access to the types of Career Pathway training that ensure their success in future employment. Please consult with us as Job Seekers placed with you master their tasks so we can identify opportunities for additional skill development.

### Examples of Host Agency Training Experiences

- **Goal: Help clients to access services.**
  - o Listen to concerns, provide information, and offer support.
  - o Present social services program information to the public.
  - o Understand community resources including factors for eligibility.
  - o Refer clients to appropriate community or social service programs.
  - o Explain regulations, policies, or procedures.
- **Goal: Assess client status and provide care.**
  - o Interview clients to gather information about their backgrounds, needs, or progress.
  - o Write a report or evaluation on history and status details.
  - o Maintain ongoing case notes regarding client needs, referrals, and services provided.
- **Goal: Provide service to clients.**
  - o Transcribe case notes from interactions with clients.
  - o Maintain social service program records.
  - o Collaborate with other professionals to assess client needs or plan treatments.
- **Goal: Teach material to classroom, student, or client.**
  - o Prepare lesson plans, bulletin boards, and demonstration materials.
  - o Teach life skills or strategies to clients or their families.
  - o Distribute and collect classroom materials.
  - o Deliver educational material.
  - o Evaluate comprehension of materials taught.
- **Goal: Care for students or clients.**
  - o Ensure childcare or educational setting is arranged to ensure safety.
  - o Assist clients in handling details of daily life.
  - o Provide assistance to clients with special needs or mental illness.
- **Goal: Provide personal care and home health services.**
  - o Administer bedside or personal care, such as ambulation or personal hygiene assistance.
  - o Participate in case reviews to evaluate the client's needs and plan for continuing services.
  - o Participate in an examination to understand skin, hair, or other physical conditions.
  - o Perform housekeeping duties, such as cooking, cleaning, washing clothes or dishes, or running errands.
- **Goal: Support job seekers in pursuing employment.**
  - o Evaluate and document job seeker's work experience, abilities, interests, and barriers to employment.
  - o Refer job seekers to appropriate training and supportive service providers.
  - o Perform routine case management and document case notes.
  - o Identify and distribute job openings that align with job seeker career goals and experience.

## Overview of the Career Pathway

Health & social service workers provide client services in a wide variety of fields, such as psychology, rehabilitation, or social work, including support for families. They may assist clients in identifying and obtaining available benefits and social and community services. They may also develop, organize, and conduct programs to prevent and resolve problems relevant to substance abuse, human relationships, rehabilitation, personal care, or dependent care. They may also assist with instructional duties, design and implementation of educational programs.

## Sample Occupations Within the Career Pathway

- Child Care Worker (ONET Code: 39-9011.00)
- Teaching Assistant (ONET Code: 25-9042.00)
- Cosmetologist Hairdresser (ONET Code:39-5012.00)
- Skincare Specialist (ONET Code:39-5094.00)
- Nursing Assistant (ONET Code: 31-1131.00)
- Social Service Assistant (ONET Code: 21-1093.00)
- Medical Records Technician (ONET Code: 29-2071.00)
- Phlebotomists (ONET Code: 31-9097.00)
- Home Health Aides (ONET Code:31-1121.00)
- Dental Assistants (ONET Code: 31-9091.00)
- Dietetic Technicians (ONET Code: 29-2051.00)
- Community Health Workers (ONET Code: 21-1094.00)
- Personal Care Aides (ONET 31-1122.00)
- Career Counselors (ONET Code:21-1012.00)

## Digital Skills & Software Experience Encouraged During Host Agency Training

- Basic Computer Operation - Hardware, Windows, MacOS
- Email and Calendar Scheduling Software - Outlook, Google
- Microsoft Office - Word, Excel, PowerPoint
- Document management software — Adobe Acrobat, Google Docs & Sheets, Sharepoint, Slack, Teams
- Cloud-based data access and sharing software — Dropbox, Google Drive, Microsoft SharePoint, Slack
- Customer relationship management CRM software — Salesforce, Telemation
- Information Retrieval or Search Software - Google, Artificial Intelligence
- Medical software — Epic, MEDITECH, eClinicalWorks, AIGHD OASIS
- Desktop virtual communications software — Skype, Zoom , Teams, Webex, Google Meet

## Durable Soft Skill Usage Recommended During Host Agency Training

- Active Listening — Giving full attention to what other people are saying, taking time to understand.
- Coordination – Adjusting actions in relation to others' actions.
- Critical Thinking — Using logic and reasoning to identify strengths and weaknesses of alternative solutions.
- Reading Comprehension – Understanding written sentences and paragraphs in work-related documents.
- Service Orientation — Actively looking for ways to help people.
- Social Perceptiveness — Being aware of others' reactions and understanding why they react as they do.
- Speaking — Talking to others to convey information effectively.
- Writing – Communicating effectively in writing as appropriate for the needs of the audience.

# SCSEP Host Agency Training Framework

## Career Pathway: Facility Management

### Career Pathway Skill Training at Host Agencies

Thank you for providing hands-on job training as a way to prepare Job Seekers who are placed with you for unsubsidized employment. As part of this training experience, we hope our Job Seekers have access to the types of Career Pathway training that ensure their success in future employment. Please consult with us as Job Seekers placed with you master their tasks so we can identify opportunities for additional skill development.

### Examples of Host Agency Training Experiences

- **Goal: Enhance skills in conducting thorough facility inspections to ensure cleanliness.**
  - o Inspect facilities regularly, identifying and addressing cleanliness issues promptly.
  - o Clean and sanitize buildings following established guidelines and standards.
  - o Properly store and label cleaning solutions and other hazardous materials.
- **Goal: Maintain healthy, well organized outdoor spaces.**
  - o Use tools to mow, trim, edge, and fertilize grass and green spaces.
  - o Perform seasonal transition activities including planting, pruning, leaf removal, and natural debris cleanup.
  - o Establish and maintain outdoor structures including planting structures, seating areas, and walkways.
- **Goal: Develop proficiency in overseeing property operations and maintenance activities.**
  - o Oversee and coordinate property operations to ensure smooth functioning.
  - o Perform routine maintenance tasks and repairs to maintain facility integrity.
  - o Prioritize maintenance and repair tasks based on urgency and importance.
- **Goal: Strengthen skills in repairing machinery, equipment, or structures within the facility.**
  - o Diagnose and troubleshoot issues with machinery or equipment.
  - o Perform necessary repairs to ensure proper functionality.
- **Goal: Enhance proficiency in routine maintenance and cleaning tasks for facility upkeep.**
  - o Empty trash containers regularly, ensuring proper disposal.
  - o Vacuum and sweep floors to maintain a clean and orderly environment.
- **Goal: Strengthen skills in ordering supplies, materials, and services required for facility management.**
  - o Order necessary supplies and materials in a timely and organized manner.
  - o Maintain accurate records of inventory levels and reorder as needed.
- **Goal: Practice the administrative processes related to sending and receiving shipments.**
  - o Examine shipment contents and compare with manifests, invoices, or orders, to verify accuracy.
  - o Prepare documents, such as work orders, bills of lading, or shipping orders, to route materials.
  - o Pack, seal, label, or affix postage to prepare materials for shipping.
  - o Determine shipping methods, routes, or rates for materials to be shipped.
- **Goal: Keep stockroom shelves organized, filled, and**
  - o Store items in an orderly and accessible manner in warehouses, tool rooms, supply rooms, or other areas
  - o Mark stock items, using identification tags, stamps, electric marking tools, or other labeling equipment.
  - o Receive and count stock items, and record data manually or on computer.
  - o Receive, unload, open, unpack, or issue sales floor merchandise.
  - o Requisition merchandise from supplier based on available space, merchandise on hand, and customer demand.

## Overview of the Career Pathway

Facility management workers keep buildings in clean and orderly condition, perform heavy cleaning duties, such as cleaning floors, removing rubbish, maintaining landscaping, and cleaning snow or debris from sidewalk. Duties may include performing routine maintenance to keep machines, mechanical equipment, HVAC, or the structure of a building in repair, and notifying management of repairs that require the attention of a specialist. They may also receive, store, and issue merchandise, materials, equipment, and other items from stockroom, warehouse, or storage yard to fill shelves, racks, tables, or customers' orders.

## Sample Occupations Within the Career Pathway

- Facilities Manager (ONET Code: 11-3013.00)
- Property Assn. Managers (ONET Code: 11-9141.00)
- Construction Laborer (ONET Code: 47-2061.00)
- Building Cleaning Worker (ONET Code: 37-2019.00)
- Janitor or Cleaner (ONET Code: 37-2012.00)
- Landscaper/Groundskeeper (ONET Code: 37-3011.00)
- Farmworker (ONET Code: 45-2093.00)
- Shipping, Receiving, & Inventory Clerks ( 43-5071.00)
- Stocker and Order Filler (ONET Code: 53-7065.00)
- Pest Control Worker (ONET Code: 37-2021.00)
- Automotive Technician (ONET Code: 49-3023.00)
- HVAC & Appliance Installers (ONET Code: 49-9021.01)
- Machinery Maintenance (ONET Code: 49-9043.00)
- Production Workers (ONET Code: 51-9198.00)

## Digital Skills & Software Experience Encouraged During Host Agency Training

- Basic Computer Operation - Hardware, Windows, MacOS
- Email and Calendar Scheduling Software - Outlook, Google
- Microsoft Office - Word, Excel, PowerPoint
- Document management software — Adobe Acrobat, Google Docs & Sheets, SharePoint, Slack, Teams
- Cloud-based data access and sharing software — Dropbox, Google Drive, Microsoft SharePoint, Slack
- Access Software - Biometric Reader, Card Key Management
- Ticket Management Software - Zendesk, Fiix, Help Scout, Freshdesk

## Durable Soft Skill Usage Recommended During Host Agency Training

- Active Listening — Giving full attention to what other people are saying, taking time to understand.
- Time Management — Managing one's own time and the time of others.
- Coordination — Adjusting actions in relation to others' actions.
- Service Orientation — Actively looking for ways to help people.
- Speaking — Talking to others to convey information effectively.
- Critical Thinking — Using logic and reasoning to identify strengths and weaknesses of alternative solutions.



# SCSEP Host Agency Training Framework

## Career Pathway: Customer Service

### Career Pathway Skill Training at Host Agencies

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### Examples of Host Agency Training Experiences

- **Goal: Understand customer needs and handle communications.**
  - o Greet customers and ascertain the needs & wants of the customer.
  - o Triage customer requests to appropriate company personnel or departments.
  - o Discuss goods or services information with customers or patrons
  - o Answer telephone calls, direct calls, and take messages.
  - o Use email to communicate with customers, colleagues, community partners, and supervisors.
  - o Confer with customers by telephone or in person to provide information about products or services.
- **Goal: Conduct sales transactions with new and existing customers.**
  - o Take orders, update orders, manage account details.
  - o Inform regular customers of changes in product details, prices, processes, etc.
  - o Determine charges for services requested, collect deposits or payments, or arrange for billing.
  - o Use cash register to perform sales transactions.
- **Goal: Generate new sales or promote new products to existing customers.**
  - o Call on potential customers to explain services and generate new business.
  - o Understand customer needs and identify additional products and services to meet their needs.
- **Goal: Track sales information.**
  - o Record sales or delivery information on daily transaction documents.
  - o Write customer orders according to company guidelines.
  - o Keep records of customer interactions or transactions including actions taken.
- **Goal: Handle merchandise and understand inventory systems.**
  - o Ticket, display, and arrange merchandise to promote products or sales.
  - o Restock inventory and communicate discrepancies in inventory count.
- **Goal: Receive and assist with resolving customer grievances.**
  - o Exchange merchandise and handle returns.
  - o Refer unresolved customer grievances to designated departments for further investigation.
- **Goal: Perform administrative tasks related to customer transactions or interactions.**
  - o Update database, complete customer forms, prepare change of address records, etc.
  - o Open and close cash registers, balance cash drawers.
  - o Open mail, distribute to appropriate company personnel or departments.
  - o Schedule appointments, prepare meeting spaces, handle event registration, create related signage.
- **Goal: Deliver products to customers.**
  - o Drive vehicle over specified route or to specified destination, complying with regulations and policies.
  - o Ensure correct items are delivered to corresponding clients.
  - o Obtain delivery confirmation and record delivery transaction.

## Overview of the Career Pathway

Customer service workers connect customers and clients with goods and services. Americans working in the Customer Service Career Pathway typically interact with customers to provide basic or scripted information in response to routine inquiries about products and services. They may answer inquiries and provide information to the general public, customers, visitors, and other interested parties regarding products, services, and activities offered by the company. They handle tasks including communications, sales, appointments, complaints, inventory, delivery, and tracking.

## Sample Occupations Within the Career Pathway

- Customer Service Rep (ONET Code: 43-4051.00)
- Retail Salesperson (ONET Code: 41-2031.00)
- Cashier (ONET Code: 41-2011.00)
- Telemarketer (ONET Code: 41-9041.00)
- Receptionist (ONET Code: 43-4171.00)
- Fundraiser (ONET Code: 13-1131.00)
- Training Specialist (ONET Code: 13-1151.00)
- Driver/Sales Worker (ONET Code: 53-3031.00)
- Bus Driver (ONET Code: 53-3051.00)
- Light Truck Driver (ONET Code: 53-3033.00)
- Hotel Desk Clerk (ONET Code: 43-4081.00)
- Ushers, Lobby Attendant (ONET Code: 39-3031.00)
- Dispatcher (ONET Code: 43-5032.00)
- Pharmacy Aides (ONET Code: 31-9095.00)

## Related Trainings and National Certifications

- Basic Computer Operation - Hardware, Windows, MacOS
- Email and Calendar Scheduling Software - Outlook, Google
- Microsoft Office - Word, Excel, PowerPoint
- Document management software — Adobe Acrobat, Google Docs & Sheets, SharePoint, Slack, Teams
- Customer relationship management CRM software — Salesforce, Telemation
- Data base user interface and query software — Microsoft Access, Oracle Database, Airtable
- Enterprise resource planning ERP software — Microsoft Dynamics, Oracle PeopleSoft
- Cloud-based data access and sharing software — Dropbox, Google Drive, Microsoft SharePoint, Slack
- Desktop virtual communications software — Skype, Zoom, Teams, Webex, Google Meet
- Point of Sale Software - Lightspeed, Toast, TouchBistro, Clover, Square

## Durable Soft Skill Usage Recommended During Host Agency Training

- Active Listening — Giving full attention to what other people are saying, taking time to understand.
- Service Orientation — Actively looking for ways to help people.
- Speaking — Talking to others to convey information effectively.
- Critical Thinking — Using logic and reasoning to identify strengths and weaknesses of alternative solutions.
- Time Management — Managing one's own time and the time of others.
- Negotiation — Bringing others together and trying to reconcile differences.
- Persuasion — Persuading others to change their minds or behavior.
- Social Perceptiveness — Being aware of others' reactions and understanding why they react as they do.

# SCSEP Host Agency Training Framework

## Career Pathway: Food Services

### Career Pathway Skill Training at Host Agencies

Thank you for providing hands-on job training as a way to prepare Job Seekers who are placed with you for unsubsidized employment. As part of this training experience, we hope our Job Seekers have access to the types of Career Pathway training that ensure their success in future employment. Please consult with us as Job Seekers placed with you master their tasks so we can identify opportunities for additional skill development.

### Examples of Host Agency Training Experiences

- **Goal: Maintain a clean kitchen & dining area.**
  - Clean and sanitize work areas, equipment, utensils, dishes, or silverware.
  - Load dishes, glasses, and tableware into dishwashing machines.
  - Scrape leftovers from dishes into garbage containers.
  - Remove trash and clean kitchen garbage containers.
  - Vacuum dining area and sweep and mop kitchen floor.
- **Goal: Maintain and operate a safe kitchen & dining area.**
  - Take and record temperature of food and food storage areas, such as refrigerators and freezers.
  - Store food in designated containers and storage areas to prevent spoilage.
  - Practice safe operation of kitchen equipment including knives and heating appliances.
- **Goal: Practice culinary techniques.**
  - Wash, peel, and cut various foods, such as fruits and vegetables, to prepare for cooking or serving.
  - Cut, slice or grind meat, poultry, and seafood to prepare for cooking.
- **Goal: Prepare food in accordance with kitchen policies and food standards.**
  - Prepare a variety of foods, such as meat, vegetables, or desserts, according to customers' orders.
  - Portion and wrap food or place it directly on plates for service to patrons.
  - Package take-out foods or serve food.
  - Prepare and serve a variety of beverages, such as coffee, tea, and soft drinks.
  - Assist cooks and kitchen staff with various tasks as needed and provide cooks with needed items.
- **Goal: Take orders from customers.**
  - Distribute menus and take orders from customers.
  - Understand allergy requirements and other dietary restrictions.
  - Deliver meals to customers and ensure order meets their requests.
  - Operate the cash register or Point of Sale system, handle money, and give correct change.
- **Goal: Maintain kitchen inventory.**
  - Stock cupboards and refrigerators and tend salad bars and buffet meals.
  - Receive and store food supplies, equipment, and utensils.
  - Keep records of the quantities of food used.
- **Goal: Develop and implement menus.**
  - Identify appropriate dishes to be included in the kitchen menu.
  - Ensure menu items meet dietary variety and nutritional requirements.
  - Determine the ingredients needed for each recipe.
  - Calculate the total cost of each recipe and the overall menu.



## Overview of the Career Pathway

Food service workers perform duties such as taking orders and serving food and beverages or serving customers at counter or from a steam table. They may set up and operate equipment that mixes or blends ingredients used in the manufacturing of food products, prepare and cook large quantities of food for institutions, such as schools, hospitals, or cafeterias, and clean kitchen equipment including food preparation equipment, dishes, and utensils. They may also plan and produce meals based on established guidelines, teach principles of food and nutrition, or counsel individuals.

## Sample Occupations Within the Career Pathway

- Food Preparation Workers (ONET Code: 35-2021.00)
- Cooks, Restaurant (ONET Code: 35-2014.00)
- Chefs and Head Cooks (ONET Code: 35-1011.00)
- Fast Food Cooks (ONET Code: 35-2011.00)
- Waiters and Waitresses (ONET Code: 35-3031.00)
- Bartenders (ONET Code: 35-3011.00)
- Dishwashers (ONET Code: 35-9021.00)
- Cooks, Fast Food (ONET Code: 35-2011.00)
- Cafeteria Cooks (ONET Code: 35-2012.00)
- Barista (ONET Code : 35-3023.01)
- Bakers (ONET Code: 51-3011.00)
- Farmer (ONET Code: 11-9013.00)
- Agricultural Worker (ONET Code: 45-2099.00)
- Food Batch makers (ONET Code: 51-3092.00)

## Digital Skills & Software Experience Encouraged During Host Agency Training

- Basic Computer Operation - Hardware, Windows, MacOS
- Email and Calendar Scheduling Software - Outlook, Google
- Microsoft Office - Word, Excel, PowerPoint
- Document management software — Adobe Acrobat, Google Docs & Sheets, SharePoint, Slack, Teams
- Scientific Software - DietMaster, NitriBase, MasterCook
- Customer relationship management CRM software — Salesforce, Telemation
- Point of Sale Software - Lightspeed, Toast, TouchBistro, Clover, Square

## Durable Soft Skill Usage Recommended During Host Agency Training

- Active Listening — Giving full attention to what other people are saying, taking time to understand.
- Service Orientation — Actively looking for ways to help people.
- Oral Comprehension — The ability to understand information and ideas presented through words and sentences.
- Oral Expression — The ability to communicate information and ideas in speaking so others will understand.
- Time Management — Managing one's own time and the time of others.
- Problem Sensitivity — The ability to tell when something is wrong or is likely to go wrong.



## AGENDA ACTION FORM

### **Consideration of a Resolution Ratifying the Application for the Public Entity Partners 2025-2026 Cyber Security Matching Grant Program**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF- 26-2026

Work Session: February 2, 2026

First Reading: N/A

Final Adoption: February 3, 2026

Staff Work By: Staff

Presentation By: B Rowlett

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#### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The City has applied for the Cyber Security Matching Grant Program through Public Entity Partners to be used for purchasing cyber security tools.

The proposed use of the funds is purchasing Malwarebytes Thread Down licenses to protect the City's critical server infrastructure and core systems.

This is a matching grant with an estimated reimbursement of \$1,270.00. Funds are available in the Information Technology budget.

#### **Attachments:**

1. Resolution

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

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

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE APPLICATION FOR AND AUTHORIZING THE RECEIPT OF A 2025-2026 CYBER SECURITY GRANT THROUGH PUBLIC ENTITY PARTNERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city, through the Kingsport Information Technology Department and Risk Management Department, applied for a 2025-2026 Cyber Security Grant from Public Entity Partners (PEP); and

WHEREAS, the grant funds will be used to purchase Malwarebytes Threat Down licenses to protect the city's critical server infrastructure and core systems; and

WHEREAS, the grant is in the amount of \$1,270.00, with matching funds required in the amount of \$1,270.00 and those funds are available in the Information Technology budget.

Now therefore,

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

SECTION I. That the application submitted on December 9, 2025, for the 2025-2026 Cyber Security Grant from PEP, in an amount of \$1,270.00, is ratified.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive the 2025-2026 Cyber Security Grant from PEP in the amount of \$1,270.00, to deliver the documents and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the application and this resolution.

SECTION III. That the 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 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

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

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

Action Form No.: AF-29-2026  
Work Session: February 2, 2025  
First Reading: N/A

Final Adoption: February 2, 2026  
Staff Work By: Tyra Copas  
Presentation By: Tyra Copa

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#### **Strategic Focus Area: 4. Safe & Welcoming Community**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the City will apply for and receive reimbursement for apprenticeship training cost and/or wages via an Apprenticeship Training Grant from First Tennessee Development District (FTDD).

In 2023, the Police Department established two registered Apprenticeship Programs with the State of Tennessee: **Police Officer** and **Emergency Dispatch Specialist**. These programs require participants to meet competency standards through both a structured training curriculum and hands-on field experience before they can complete the program and work independently.

The **First Tennessee Development District (FTDD)** recently opened their February 2026 - June 2027 **Apprenticeship Training Grant**, which supports training and on-the-job learning for first- and second-year apprentices. The program reimburses employers for eligible training expenses. The City has successfully received this grant for the past three years, resulting in **\$53,000 in reimbursements** returned to the General Fund to offset apprenticeship training costs.

This grant period would reimburse training costs associated with the **Emergency Dispatch Specialist** and **Police Officer Apprenticeship Programs** for the period **February 1, 2026 – June 30, 2027**. The initial award amount is **up to \$10,000**; however, in prior years, FTDD has amended contracts to increase funding when additional state resources became available.

The grant **does not require a match**, and training costs and wages while in training, up to \$2,500 per apprentice can be reimbursed. Therefore, **no additional cost** will be incurred by the City.

#### **Attachments:**

Resolution  
Contract

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

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

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

WHEREAS, the city would like to apply for the Apprenticeship Training Grant from First Tennessee Development District ("FTDD"), which supports training and on-the-job learning for first and second-year apprentices; and

WHEREAS, the grant will provide reimbursement for training costs associated with the city's 911 Dispatch Apprenticeship Program and Police Officer Apprenticeship Program, from July 1, 2026 through June 30, 2027; and

WHEREAS, the amount of the grant award requested is in the anticipated amount of \$10,000.00, and requires no local match beyond training costs and wages for apprenticeship program participants; and

WHEREAS, in prior years, due to additional funds being identified through this grant program by FTDD, the City has received an award in excess of the amount requested.

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, the grant contract and all other documents necessary and proper to apply for and receive the Apprenticeship Training Grant from the First Tennessee Development District, in support of training and on-the-job learning for first and second-year apprentices, to deliver the documents and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by resolution, said grant contract being as follows:

**GRANT CONTRACT BETWEEN  
FIRST TN DEVELOPMENT DISTRICT  
AND (CITY OF KINGSPORT)**

This Grant Contract, by and between the First TN Development District, Inc., hereinafter referred to as "FTDD" and CITY OF KINGSPORT, hereinafter referred to as the "Contractor," is for the provision of establishing Apprenticeship Training Grant (ATG) and services as authorized under Public Law 113-128, as further defined in the "SCOPE OF SERVICES."

CONTRACT #: **ATG 2026-3439**

**A. SCOPE OF SERVICES AND DELIVERABLES**

A.I. The Contractor shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract. Services will be provided in accordance with the provisions of the Workforce Innovation and Opportunity Act (Public Law 113-128) for the purpose of establishing and carrying out apprenticeship training for new apprentices. Such services shall be delivered in accordance with the Act and with federal regulations to prepare program participants for entry into the labor force and to offer training to those facing serious barriers to employment as defined by such Act. "WIOA" means the Workforce Innovation and Opportunity Act as defined in 29 U.S.C.A. Sec.3101 et.seq. (cited as Public Law 113-128 throughout this Contract). WIOA is a federal law designed to (1) strengthen the United States workforce development system through innovation, alignment, and improvement of employment training and education programs in the United States;

and to (2) promote individual and national economic growth.

A.2. The Contractor shall establish programs to participate in the Training Grant in the form of an apprenticeship training program through a combination of on-the-job learning and related technical and theoretical classroom instruction. Apprentices are employed at the start of their apprenticeship and work through a series of defined curricula until the completion of their apprenticeship program. CITY OF KINGSPORT will train 4 first year apprentices in their ATG program, as further explained in Attachment B.

A.3. For an employer to receive ATG funds, the individuals receiving training must meet the following eligibility criteria:

- A U.S. citizen or individual entitled to work in the U.S.
- Age 18 or older
- Registered for Selective Service unless an exception is justified (Selective Service requires registration of all males who are 18 or older and born on or after January 1, 1960)
- Employed
- Meet the Fair Standards Act requirements for an employer-employee relationship
- Have an established employment history with the employer receiving the grant for six (6) months or more.

A.4. Contractor Services: All services must comply with the applicable WIOA rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government, by the State of Tennessee or by FTDD. These include the One-Stop Comprehensive Financial Management Technical Assistance Guide ("TAG"). The TAG, part I and part II and any subsequent amendments to the TAG, constitutes a part of this agreement and is incorporated into this Grant Contract by reference. The TAG is located at <https://www.tn.gov/workforce/general-resources/program-management/Drogram-manageEement-redirect/workforce-services-redirect/financial-management.html> until it is replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration.

A.5. Use of Jobs4TN: As a partner providing workforce services programs, the Contractor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment/referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in Section A.6. and A.7. of the contract scope of services and deliverables respectively.

A.6. Service Goals: Performance Goals for WIOA activities are listed in Public Law 113-128 Section 116(b)(2)(A)(i) for adult and dislocated workers; and Section 116((b)(2)(A)(ii) for youth. The indicators for adult and dislocated workers are entered employment, employment retention and average earnings; youth indicators are placement in employment and education, attainment of a degree or certificate, literacy and numeracy gains and or training program leading to a recognized post-secondary credential.

A.7. Reporting Requirements: The Contractor shall comply with all reporting requirements to include: data entry in the Virtual One-Stop ("VOS") system; and to include any other system or partner system required or vetted under WIOA for measuring performance outcomes, submission of associated monthly expenditure or financial analysis reports, and closeout packages, in the manner specified by FTDD, the State, and under all applicable laws, regulations, and instructions (in order to account for all funds expended by the Contractor pursuant to this Grant). A "Monthly Status Report" will need to be completed and submitted to FTDD by the 5<sup>th</sup> of each month, see Attachment C.

A.8. The Contractor shall perform all services and comply with all conditions contained in the Contractor's Training Grant Application attached to this Grant Contract, identified as Attachment B. Such attachments are incorporated in and made a part of this Grant Contract by reference, provided that if the provisions of the Training Grant Program Application conflicts with this Grant Contract, the Grant Contract shall control.

#### **B. TERM OF GRANT CONTRACT**

This Grant Contract shall be effective on July 1, 2026 ("Effective Date") and ending on June 30, 2027 ("End Date"). FTDD and the State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date or after the End Date.

#### **C. PAYMENT TERMS AND CONDITIONS**

C.I. Maximum Liability: In no event shall the maximum liability of FTDD under this Grant Contract exceed Ten thousand dollars (\$10,000) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Contractor under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

FTDD will closely review expenditure of funds to ensure that the dollars awarded are expended in a timely manner. The Contractor shall notify FTDD immediately if the Contractor anticipates that they

may not be able to fully expend all the funds awarded through this Grant Contract. Funds awarded to the Contractor and not used for training within the contract period (Section B) will return to FTDD for redistribution to other Contractors participating in the Training Grant Program or returned to the State of Tennessee. No modification will be required for this process, all training funds automatically return to FTDD or the State of Tennessee if not used by the Contractor.

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

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

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

Lisa Evans

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

email: levans@ftdd.org

Need additional information, call: 423-268-2680

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

a. Monthly Status Report must be submitted each month until training is complete to TDLWD at <https://www.tn.gov/content/tn/workforce/employers/training-redirect/grants-for-traininE/on-the-job-traininE-grants/consolidated-business-grant.html>. (Attachment C - Example of Monthly Status Report)

b. Proof of Liability Insurance - due at beginning of training. (Attachment D - Example of Certificate of Liability Insurance Form)

c. Training Form for each employee attending training - due at beginning of training, correct and complete. The bottom of this form

must be signed by an authorized company representative or the Human Resource Manager to verify that the 1-9 Verification documentation verifying an Employment Eligibility Verification Form 1-9 is on file with the employer. (Attachment E)

d. Class Attendance List with trainee signatures of who attended training - Class Attendance List due at beginning of training. (Attachment F)

e. Invoice with backup documentation. Backup documentation could be documentation of payment made to the training provider and documentation used by Contractor to justify payment to the training provider.

f. Contractor must provide a quotable statement with specific information about how the training has benefited CITY OF KINGSPORT, their apprentices and address the projected outcomes in the Training Grant Program Application (Attachment B). FTDD may request additional information as needed.

g. Invoices submitted for final payment must reach FTDD within ten (10) days of the Contract end date and in form and substance acceptable to FTDD.

h. The Contractor understands and agrees to all of the following:

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when FTDD is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

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

C.6. Disbursement Reconciliation and Close Out: The Contractor shall submit any final invoice within ten (10) days of the Grant Contract end date, in form and substance acceptable to FTDD.

a. If total disbursements by FTDD pursuant to this Grant Contract exceed the amounts permitted by Section C.I. of this Grant Contract, the Contractor shall refund the difference to FTDD. The Contractor shall submit said refund within ten (10) days of the Contract end date.



b. FTDD shall not be responsible for the payment of any invoice submitted to FTDD after ten days of the Contract end date. FTDD will not deem any Contractor costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by FTDD, and such invoices will NOT be paid.

c. The Contractor's failure to provide the Monthly Status Reports to FTDD and the State as requested could result in the Contractor being deemed ineligible for reimbursement under this Contract. (See A.5 for more information on this process.)

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

C.7. Payment of Invoice: A by FTDD shall not prejudice FTDD's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by FTDD shall not be constructed as acceptance of any part of the work or service provided or as approval of any amount an allowable cost.

C.8. Non-allowable Costs: Any amounts payable to the Contractor shall be subject to reduction for amounts included in any invoice or payment that are determined by FTDD and/or the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.9. FTDD's Right to Set Off: FTDD reserves the right to deduct from amounts that are or shall become due and payable to the Contractor under this Grant Contract or any other contract between the Contractor and the First TN Development District under which the Contractor has a right to receive payment from FTDD.

#### D. STANDARD TERMS AND CONDITIONS:

D.I. Required Approvals: FTDD is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

a. 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.

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

c. 4. Termination for Cause: If the Contractor fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Contractor violates any terms of this Grant Contract ("Breach Condition"), FTDD shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to FTDD for damages sustained by virtue of any Breach Condition and FTDD may seek other remedies allowed at law or in equity for breach of this Grant Contract.

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

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

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

f. 7. Lobbying: The Contractor 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

D.8. Nondiscrimination: The Contractor agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability: If the Contractor is subject to Tennessee Code Annotated § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Contractor on behalf of FTDD, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.10. Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee through the First TN Development District." All notices by the Contractor in relation to this Grant Contract shall be approved by FTDD.

D.II. Records: The Contractor and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by FTDD, the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

The Contractor shall establish a system of internal controls that utilize the COSO Internal Control-Integrated Framework model as the basic foundation for the internal control system. The Contractor

shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by FTDD, the head of the Granter State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.D.12. Communications and Contacts: All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

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

**Contractor:**  
**Tyra Copas CITY OF KINGSPORT**  
**41500 Broad Street Kingsport, TN**  
**37660 Phone: (423)224-2448**  
**Email: [tyracopas@cityofkingsporttn.gov](mailto:tyracopas@cityofkingsporttn.gov)**

A change to the above contact information requires written notice to the person designated by the other party to receive notice. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

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

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

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

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

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

d. The Contractor will indemnify FTDD and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by FTDD because of the violation.

D.15. Licensure: The Contractor and its employees and all sub-Contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

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

D.17. Progress Reports: The Contractor shall submit brief, monthly, progress report to FTDD and the State as requested. On or before the 5<sup>th</sup> of the month after the contract has been signed, and every month thereafter, the Contractor has to fill out a Monthly Status Report. After the contract ends a final status report must be submitted by the 5<sup>th</sup> of the following month. A Monthly Status Report must be

completed for each program the Contractor receives funding: Rural Initiative Grant (RIG), Apprenticeship Training Grant (ATG), Incumbent Worker Training (IWT), and On-the-Job Training (OJT). (Attachment C)

D.18. Procurement: If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Contractor is a subrecipient, the Contractor shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

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

D.19. Strict Performance: Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.20. Independent Contractor: The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.21. Liability Insurance: The Contractor, being an independent contractor and not an employee of FTDD or the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Grant Contract.

D.22. FTDD Liability: FTDD shall have no liability except as specifically provided in this Grant Contract.

D.23. State Liability: The State shall have no liability except as specifically provided in this Grant Contract.

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

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

D.26. Charges to Service Recipients Prohibited: The Contractor shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant

Contract.

D.27. State and Federal Compliance: The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.28. Governing Law: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated §§ 9-8-101 through 9-8-407.

D.29. Completeness: This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.30. Severability: If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.31. Headings: Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

#### E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Debarment and Suspension: The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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 and 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 Contractor shall provide immediate written notice to FTDD if at anytime it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Confidentiality of Records: Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by FTDD or acquired by the Contractor on behalf of FTDD that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit the Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of FTDD or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.4. Printing Authorization: The Contractor agrees that no publication coming within the jurisdiction of Tennessee Code Annotated (T.C.A.) §§ 12-7-101, etseq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by T.C.A. § 12-7-103(d).

E.5. Work Papers Subject to Review: The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.6. Disclosure of Personal Identity Information: The Contractor shall report to FTDD any instances

of unauthorized disclosure of personally identifiable information that comes to the Contractor's attention. The Contractor shall make any such report within twenty-four (24) hours after the instance has come to the Contractor's attention. The Contractor, at the sole discretion of FTDD, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to FTDD under this Grant Contract or otherwise available at law.

E.7. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.36(i)(1-13) are met and that the Contractor provides information to FTDD and the State as required.

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

a. Subsection (12) - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 (J.S.C. 1857(h)), section 508 of the Clean Water Act (33 (J.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

b. Subsection (13) - Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

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

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

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

ADOPTED this the 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### **Consideration of a Resolution to Apply for and Receive Incumbent Worker Training Grant from First Tennessee Development District**

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

Action Form No.: AF-303-2026  
Work Session: February 2, 2025  
First Reading: N/A

Final Adoption: February 3, 2026  
Staff Work By: Tyra Copas  
Presentation By: Tyra Copas

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#### **Strategic Focus Area: 4. Safe & Welcoming Community**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the City will receive **reimbursement for training costs associated with fire personnel training, specifically EMT-B, EMT-A, and Firefighter Training I and II via an Incumbent Worker Training (IWT) Grant from First Tennessee Development District (FTDD).**

The First Tennessee Development District (FTDD) recently opened grant applications for December 15, 2025 – June 2026 for Incumbent Worker Training, which supports training for staff who have been employed for at least 6 months and who's job requires upskilling or additional credentials. The program reimburses employers for eligible training expenses, wages, and/or other training related expenses.

This grant would reimburse training costs associated with our required **EMT-Basic, EMT-Advanced, and Firefighter Training level I and II** for the period **December 15, 2025 – June 30, 2026**. The initial award amount is **up to \$24,360**.

Ensuring our employees have the required credentials and training needed to meet job demands is essential to their safety and to maintaining the high level of service we provide for our citizens. This grant will help offset fire training costs currently funded through the general fund and will enable the Fire Department to either train more personnel or reallocate funds to other operational needs.

The grant **does require a 50% match (\$12,180)**, and can be met by the employees' wages during training and the wages of their backfill while attending the training. Therefore, **no additional cost** will be incurred by the City.

#### **Attachments:**

Resolution  
Contract

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND  
RECEIVE AN INCUMBENT WORKER TRAINING GRANT FROM  
FIRST TENNESSEE DEVELOPMENT DISTRICT

WHEREAS, the city would like to apply for the Incumbent Worker Training Grant from First Tennessee Development District, which supports training for staff who have been employed for at least 6 months and whose job requires upskilling or additional credentials; and

WHEREAS, the grant reimburses employers for eligible training expenses, wages, and/or other training related expenses; and

WHEREAS, if awarded, the city would use this grant to reimburse training costs associated with our required EMT-Basic, EMT-Advanced, and Firefighter Training level I and II for the period December 15, 2025 through June 30, 2026 in an amount of \$24,360.00; and

WHEREAS, the grant requires a 50% match (\$12,180.00), which can be met by the employees' wages during and the wages of their backfill while attending the training.

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, the grant contract and all other documents necessary and proper to apply for and receive the Incumbent Worker Training Grant from First Tennessee Development District, which supports training for staff who have been employed for at least 6 months and whose job requires upskilling or additional credentials, 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 resolution, said agreement being as follows:

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

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

**CONTRACT #: CBG/IWT 2026-3439**

**A. SCOPE OF SERVICES AND DELIVERABLES**

A.I. The Contractor shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract. Services will be provided in accordance with the provisions of the Workforce Innovation and Opportunity Act (Public Law 113-128) for the purpose of establishing and carrying out Incumbent Worker Training. Such services shall be delivered in accordance with the Act and with federal regulations to prepare program participants for entry into the labor force and to offer training to those facing serious barriers to employment as defined by such Act. "WIOA" means the Workforce Innovation and Opportunity Act as defined in 29 U.S.C.A. Sec.3101 et.seq. (cited as Public Law 113-128 throughout this Contract). WIOA is a federal law designed to (1) strengthen the United States workforce development system through innovation, alignment, and improvement of



employment training and education programs in the United States; and to (2) promote individual and national economic growth.

A.2. The Contractor shall establish programs to participate in the Training Grant in the form of an Incumbent Worker Training (IWT) Grant in regard to upgrading the skills or a process improvement of approximately 7 current workers at **City of Kingsport** as further explained in Attachment B.

A.3. For an employer to received IWT funds, the individuals receiving training must meet the following eligibility criteria:

- A U.S. citizen or individual entitled to work in the U.S.
- Age 18 or older
- Registered for Selective Service unless an exception is justified (Selective Service requires registration of all males who are 18 or older and born on or after January 1, 1960)
- Employed
- Meet the Fair Standards Act requirements for an employer-employee relationship
- Have an established employment history with the employer receiving the grant for six (6) months or more.

A.4. Contractor Services: All services must comply with the applicable WIOA rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government, by the State of Tennessee or by FTDD. These include the One-Stop Comprehensive Financial Management Technical Assistance Guide ("TAG"). The TAG, part I and part II and any subsequent amendments to the TAG, constitutes a part of this agreement and is incorporated into this Grant Contract by reference. The TAG is located at <https://www.tn.gov/workforce/general-resources/program-management/program-management-redirect/workforce-services-redirect/financial-management.html> until it is replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration.

A.5. Use of Jobs4TN: As a partner providing workforce services programs, the Contractor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment/referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in Section A.6. and A.7. of the contract scope of services and deliverables respectively.

A.6. Service Goals: Performance Goals for WIOA activities are listed in Public Law 113-128 Section 116(b)(2)(A)(i) for adult and dislocated workers; and Section 116(b)(2)(A)(ii) for youth. The indicators for adult and dislocated workers are entered employment, employment retention and average earnings; youth indicators are placement in employment and education, attainment of a degree or certificate, literacy and numeracy gains and or training program leading to a recognized post-secondary credential.

A.7. Reporting Requirements: The Contractor shall comply with all reporting requirements to include: data entry in the Virtual One-Stop ("VOS") system; and to include any other system or partner system required or vetted under WIOA for measuring performance outcomes, submission of associated monthly expenditure or financial analysis reports, and closeout packages, in the manner specified by FTDD, the State, and under all applicable laws, regulations, and instructions (in order to account for all funds expended by the Contractor pursuant to this Grant). A "Monthly Status Report" will need to be completed and submitted to FTDD by the 5<sup>th</sup> of each month, see Attachment C.

A.8. The Contractor shall perform all services and comply with all conditions contained in the Contractor's Training Grant Application attached to this Grant Contract, identified as Attachment B. Such attachments are incorporated in and made a part of this Grant Contract by reference, provided that if the provisions of the Training Grant Program Application conflicts with this Grant Contract, the Grant Contract shall control.

#### **B. TERM OF GRANT CONTRACT**

This Grant Contract shall be effective on **December 15, 2025** ("Effective Date") and ending on **June 30, 2026** ("End Date"). FTDD and the State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date or after the End Date.

#### **C. PAYMENT TERMS AND CONDITIONS**

C.1. Maximum Liability: In no event shall the maximum liability of FTDD under this Grant Contract exceed **Twenty-four thousand, three hundred and sixty Dollars (\$24,360)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Contractor under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

FTDD will closely review expenditure of funds to ensure that the dollars awarded are expended in a timely manner. The Contractor shall notify FTDD immediately if the Contractor anticipates that they may not be able to fully expend all the funds awarded through this Grant Contract. With approval

from FTDD, Training Grant funds may be used for other training that meets the intent of the IWT program. A Training Change Request (Attachment G) may be submitted for a new training program and considered for approval by FTDD, see Section D.2. Approved Training Change Requests serve as a modification to the Grant Contract. Funds awarded to the Contractor and not used for training within the contract period (Section B) will return to FTDD for redistribution to other Contractors participating in the Training Grant Program or returned to the State of Tennessee. No modification will be required for this process, all training funds automatically return to FTDD or the State of Tennessee if not used by the Contractor.

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

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

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

**Lisa Evans**

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

**email: [levans@ftdd.org](mailto:levans@ftdd.org)**

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

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

a. Monthly Status Report must be submitted each month until training is complete TDLDW at <https://www.tn.gov/content/tn/workforce/employers/training-redirect/grants-for-training/on-the-job-training-firants/consolidated-business-grant.html> and to Lisa Evans at [levans@ftdd.org](mailto:levans@ftdd.org). (Attachment C - Example of Monthly Status Report)

b. Proof of Liability Insurance - due at beginning of training. (Attachment D - Example of Certificate of Liability Insurance Form) c. Training Form for each employee attending training-due at beginning of training, correct and complete. The bottom of this form

must be signed by an authorized company representative or the Human Resource Manager to verify that the 1-9 Verification documentation verifying an Employment Eligibility Verification Form 1-9 is on file with the employer. (Attachment E)

d. Class Attendance List with trainee signatures of who attended training - Class Attendance List due at beginning of training. (Attachment F)

e. Invoice with backup documentation. Backup documentation could be documentation of payment made to the training provider and documentation used by Contractor to justify payment to the training provider.

f. Proof of Contractor Match - when requesting reimbursement the Contractor **must provide proof of required match**. See C.6 for examples of acceptable Contractor match percentage and contributions.

g. Contractor must provide a quotable statement with specific information about how the training has benefited **City of Kingsport**, their trainees and address the projected outcomes in the Training Grant Program Application (Attachment B). FTDD may request additional information as needed.

h. Invoices submitted for final payment must reach FTDD within ten (10) days of the Contract end date and in form and substance acceptable to FTDD.

i. The Contractor understands and agrees to all of the following:

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when FTDD is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

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

C.6. Contractor Match Funding: The Contractor **must provide proof of required match** when

requesting reimbursement. The Contractor match amount is based on the size of the workforce as follows:

- a. At least 10% of the cost for employers with 50 or fewer employees
- b. At least 25% of the cost for employers with 51 to 100 employees
- c. At least 50% of the cost for employers with more than 100 employees

Examples of Contractor match contribution include, but are not limited to expenses associated with: Instruction/tuition; materials/supplies; the use of space and equipment during the training project (please show calculation used to assign a \$ value); and trainees' wages (including benefits) of employees during training. All match contributions must be approved by FTDD.

C.7. Disbursement Reconciliation and Close Out: The Contractor shall submit any final invoice within ten (10) days of the Grant Contract end date, in form and substance acceptable to FTDD.

a. If total disbursements by FTDD pursuant to this Grant Contract exceed the amounts permitted by Section C.1 of this Grant Contract, the Contractor shall refund the difference to FTDD. The Contractor shall submit said refund within ten (10) days of the Contract end date.

b. FTDD shall not be responsible for the payment of any invoice submitted to FTDD after ten days of the Contract end date. FTDD will not deem any Contractor costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by FTDD, and such invoices will NOT be paid.

c. The Contractor's failure to provide the Monthly Status Reports to FTDD and the State as requested could result in the Contractor being deemed ineligible for reimbursement under this Contract. (See A.5 for more information on this process.)

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

C.8. Payment of Invoice: A payment by FTDD shall not prejudice FTDD's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by FTDD shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.9. Non-allowable Costs: Any amounts payable to the Contractor shall be subject to reduction for amounts included in any invoice or payment that are determined by FTDD and/or the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.10. FTDD's Right to Set Off: FTDD reserves the right to deduct from amounts that are or shall become due and payable to the Contractor under this Grant Contract or any other contract between the Contractor and the First TN Development District under which the Contractor has a right to receive payment from FTDD.

#### **D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals: FTDD is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

D.2. Modification and Amendment: This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations.

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

D.4. Termination for Cause: If the Contractor fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Contractor violates any terms of this Grant Contract ("Breach Condition"), FTDD shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to FTDD for damages sustained by virtue of any Breach Condition and FTDD may seek other remedies allowed at law or in equity for breach of this Grant Contract.

D.5. Subcontracting: The Contractor shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of FTDD. If such subcontracts are approved by FTDD, each shall contain, at a minimum, Sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination,"

"Public Accountability," "Public Notice," and "Records" (as identified by the Section headings). Notwithstanding any use of approved subcontractors, the Contractor shall remain responsible for all work performed.

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

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

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

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 Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

D.8. Nondiscrimination: The Contractor agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability: If the Contractor is subject to Tennessee Code Annotated § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Contractor on behalf of FTDD, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.10. Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee through the First TN Development District." All notices by the Contractor in relation to this Grant Contract shall be approved by FTDD.

D.11. Records: The Contractor and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Contractor and any

approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by FTDD, the Granter State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

D.12. Communications and Contacts: All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the

**FTDD:**

Lisa Evans, WIOA Program  
Director  
FTDD  
3211 N. Roan Street  
Johnson City, TN 37601  
Phone: (423)268-2680

**Contractor:**

City of Kingsport  
Tyra Copas  
415 Broad Street  
Kingsport, TN 37660  
Phone: (423) 224-2448  
Email:

respective party as set out below:

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

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

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

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

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

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

c. FTDD and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep FTDD and the Contractor in compliance with the Privacy Rules. This provision shall not apply if information

received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify FTDD and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by FTDD because of the violation.

D.15. Licensure: The Contractor and its employees and all sub-Contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

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

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

D.18. Procurement: If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Contractor is a subrecipient, the Contractor shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

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

D.19. Strict Performance: Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.20. Independent Contractor: The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.21. Liability Insurance: The Contractor, being an independent contractor and not an employee of FTDD or the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Grant Contract.

D.22. FTDD Liability: FTDD shall have no liability except as specifically provided in this Grant Contract.

D.23. State Liability: The State shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure: "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party

continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Contractor will promptly notify FTDD of any delay caused by a Force Majeure Event (to be confirmed in a written notice to FTDD within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, FTDD may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Grant Contract or charge FTDD any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

D.26. Charges to Service Recipients Prohibited: The Contractor shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. State and Federal Compliance: The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.28. Governing Law: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated §§ 9-8-101 through 9-8-407.

D.29. Completeness: This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.30. Severability: If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.31. Headings: Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

#### **E. SPECIAL TERMS AND CONDITIONS:**

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

E.2. Debarment and Suspension: The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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 and 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 Contractor shall provide immediate written notice to FTDD if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Confidentiality of Records: Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by FTDD or

acquired by the Contractor on behalf of FTDD that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit the Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of FTDD or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.4. Printing Authorization: The Contractor agrees that no publication coming within the jurisdiction of Tennessee Code Annotated (T.C.A.) §§ 12-7-101, etseq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by T.C.A. § 12-7-103(d).

E.5. Work Papers Subject to Review: The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.6. Disclosure of Personal Identity Information: The Contractor shall report to FTDD any instances of unauthorized disclosure of personally identifiable information that comes to the Contractor's attention. The Contractor shall make any such report within twenty-four (24) hours after the instance has come to the Contractor's attention. The Contractor, at the sole discretion of FTDD, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to FTDD under this Grant Contract or otherwise available at law.

E.7. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.36(i)( 1-13) are met and that the Contractor provides information to FTDD and the State as required.

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

a. Subsection (12) - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

b. Subsection (13) - Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**IN WITNESS WHEREOF:**

**THE EFFECTIVE DATE OF THIS CONTRACT IS: December 15, 2025**

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

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

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

ADOPTED this the 3rd day of February, 2026.

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PAUL W. MONTGOMERY, MAYOR



ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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

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

**CONTRACT #: CBG/IWT 2026-3439**

**A. SCOPE OF SERVICES AND DELIVERABLES**

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

**B. TERM OF GRANT CONTRACT**

This Grant Contract shall be effective on **December 15, 2025** ("Effective Date") and ending on **June 30, 2026** ("End Date"). FTDD and the State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date or after the End Date.

## C. PAYMENT TERMS AND CONDITIONS

- C.1. Maximum Liability: In no event shall the maximum liability of FTDD under this Grant Contract exceed **Twenty-four thousand, three hundred and sixty Dollars (\$24,360)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Contractor under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

FTDD will closely review expenditure of funds to ensure that the dollars awarded are expended in a timely manner. The Contractor shall notify FTDD immediately if the Contractor anticipates that they may not be able to fully expend all the funds awarded through this Grant Contract. With approval from FTDD, Training Grant funds may be used for other training that meets the intent of the IWT program. A Training Change Request (Attachment G) may be submitted for a new training program and considered for approval by FTDD, see Section D.2. Approved Training Change Requests serve as a modification to the Grant Contract. Funds awarded to the Contractor and not used for training within the contract period (Section B) will return to FTDD for redistribution to other Contractors participating in the Training Grant Program or returned to the State of Tennessee. No modification will be required for this process, all training funds automatically return to FTDD or the State of Tennessee if not used by the Contractor.

- C.2. Compensation Firm: The Maximum Liability of FTDD is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology: The Contractor shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Contractor shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Invoice Requirements: The Contractor shall invoice FTDD, with all necessary supporting documentation, to:

Lisa Evans

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

email: [levans@ftdd.org](mailto:levans@ftdd.org)

Need additional information, call: 423-268-2680

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

- a. Monthly Status Report must be submitted each month until training is complete TDLWD at <https://www.tn.gov/content/tn/workforce/employers/training-redirect/grants-for-training/on-the-job-training-grants/consolidated-business-grant.html> and to Lisa Evans at [levans@ftdd.org](mailto:levans@ftdd.org). (Attachment C – Example of Monthly Status Report)
- b. Proof of Liability Insurance – due at beginning of training. (Attachment D – Example of Certificate of Liability Insurance Form)
- c. Training Form for each employee attending training – due at beginning of training, correct and complete. The bottom of this form must be signed by an authorized company representative or the Human Resource Manager to verify that the I-9 Verification documentation verifying an Employment Eligibility Verification Form I-9 is on file with the employer. (Attachment E)
- d. Class Attendance List with trainee signatures of who attended training – Class Attendance List due at beginning of training. (Attachment F)
- e. Invoice with backup documentation. Backup documentation could be documentation of payment made to the training provider and documentation used by Contractor to justify payment to the training provider.
- f. Proof of Contractor Match – when requesting reimbursement the Contractor **must provide proof of required match**. See C.6 for examples of acceptable Contractor match percentage and contributions.
- g. Contractor must provide a quotable statement with specific information about how the training has benefited **City of Kingsport**, their trainees and address the projected outcomes in the Training Grant Program Application (Attachment B). FTDD may request additional information as needed.
- h. Invoices submitted for final payment must reach FTDD within ten (10) days of the Contract end date and in form and substance acceptable to FTDD.
- i. The Contractor understands and agrees to all of the following:
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when FTDD is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

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

- C.6. Contractor Match Funding: The Contractor **must provide proof of required match** when requesting reimbursement. The Contractor match amount is based on the size of the workforce as follows:
- a. At least 10% of the cost for employers with 50 or fewer employees
  - b. At least 25% of the cost for employers with 51 to 100 employees
  - c. At least 50% of the cost for employers with more than 100 employees

Examples of Contractor match contribution include, but are not limited to expenses associated with: Instruction/tuition; materials/supplies; the use of space and equipment during the training project (please show calculation used to assign a \$ value); and trainees' wages (including benefits) of employees during training. All match contributions must be approved by FTDD.

- C.7. Disbursement Reconciliation and Close Out: The Contractor shall submit any final invoice within ten (10) days of the Grant Contract end date, in form and substance acceptable to FTDD.
- If total disbursements by FTDD pursuant to this Grant Contract exceed the amounts permitted by Section C.1 of this Grant Contract, the Contractor shall refund the difference to FTDD. The Contractor shall submit said refund within ten (10) days of the Contract end date.
  - FTDD shall not be responsible for the payment of any invoice submitted to FTDD after ten days of the Contract end date. FTDD will not deem any Contractor costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by FTDD, and such invoices will NOT be paid.
  - The Contractor's failure to provide the Monthly Status Reports to FTDD and the State as requested could result in the Contractor being deemed ineligible for reimbursement under this Contract. (See A.5 for more information on this process.)
  - The Contractor must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Payment of Invoice: A payment by FTDD shall not prejudice FTDD's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by FTDD shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.9. Non-allowable Costs: Any amounts payable to the Contractor shall be subject to reduction for amounts included in any invoice or payment that are determined by FTDD and/or the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.10. FTDD's Right to Set Off: FTDD reserves the right to deduct from amounts that are or shall become due and payable to the Contractor under this Grant Contract or any other contract between the Contractor and the First TN Development District under which the Contractor has a right to receive payment from FTDD.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals: FTDD is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.
- D.2. Modification and Amendment: This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations.
- D.3. Termination for Convenience: FTDD may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by FTDD. FTDD shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall FTDD be liable to the Contractor for compensation for any service that has not been rendered. The final decision as to the amount for which FTDD is liable shall be determined by FTDD. The Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for FTDD's exercise of its right to terminate for convenience.
- D.4. Termination for Cause: If the Contractor fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Contractor violates any terms of this Grant Contract ("Breach Condition"), FTDD shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to FTDD for damages sustained by virtue of any Breach Condition and FTDD may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting: The Contractor shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of FTDD. If such subcontracts are approved by FTDD, each shall contain, at a minimum, Sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the Section headings). Notwithstanding any use of approved subcontractors, the Contractor shall remain responsible for all work performed.
- D.6. Conflicts of Interest: The Contractor warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the First TN Development District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Grant Contract.
- The Contractor acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the First TN Development District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the First TN Development District.

- D.7. Lobbying: The Contractor certifies, to the best of its knowledge and belief, that:
- No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors/subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination: The Contractor agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability: If the Contractor is subject to Tennessee Code Annotated § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Contractor on behalf of FTDD, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

- D.12. Communications and Contacts: All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

**FTDD:**

Lisa Evans, WIOA Program Director

FTDD

3211 N. Roan Street

Johnson City, TN 37601

Phone: (423) 268-2680

Email: [levans@ftdd.org](mailto:levans@ftdd.org)

**Contractor:**

City of Kingsport

Tyra Copas

415 Broad Street

Kingsport, TN 37660

Phone: (423) 224-2448

Email: [tyracopas@kingsporttn.gov](mailto:tyracopas@kingsporttn.gov)

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

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

- D.13. Subject to Funds Availability: This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, FTDD reserves the right to terminate this Grant Contract upon written notice to the Contractor. FTDD's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by FTDD. Upon receipt of the written notice, the Contractor shall cease all work associated with the Grant Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from FTDD any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.14. HIPAA Compliance: The State, FTDD and the Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- The Contractor warrants to FTDD that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
  - The Contractor warrants that it will cooperate with FTDD, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - FTDD and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep FTDD and the Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - The Contractor will indemnify FTDD and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by FTDD because of the violation.
- D.15. Licensure: The Contractor and its employees and all sub-Contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.16. Monitoring: The Contractor's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by FTDD, the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports: The Contractor shall submit brief, monthly, progress report to FTDD and the State as requested. On or before the 5<sup>th</sup> of the month after the contract has been signed, and every month thereafter, the Contractor has to fill out a Monthly Status Report. After the contract ends a final status report must be submitted by the 5<sup>th</sup> of the following month. A Monthly Status Report must be completed for each program the Contractor receives funding: Rural Initiative Grant (RIG), Apprenticeship Training Grant (ATG), Incumbent Worker Training (IWT), and On-the-Job Training (OJT). (Attachment C)
- D.18. Procurement: If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Contractor is a subrecipient, the Contractor shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

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

- D.19. **Strict Performance:** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.20. **Independent Contractor:** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. **Liability Insurance:** The Contractor, being an independent contractor and not an employee of FTDD or the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.22. **FTDD Liability:** FTDD shall have no liability except as specifically provided in this Grant Contract.
- D.23. **State Liability:** The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. **Force Majeure:** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Contractor will promptly notify FTDD of any delay caused by a Force Majeure Event (to be confirmed in a written notice to FTDD within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, FTDD may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Grant Contract or charge FTDD any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration:** The Contractor shall comply with all applicable registration requirements contained in Tennessee Code Annotated §§ 67-6-601 - 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited:** The Contractor shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. **State and Federal Compliance:** The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.28. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated §§ 9-8-101 through 9-8-407.
- D.29. **Completeness:** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.30. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. **Headings:** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions: Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension: The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of and of the offenses detailed in Section b. of this certification; and
  - have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to FTDD if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records: Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by FTDD or acquired by the Contractor on behalf of FTDD that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit the Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of FTDD or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.4. Printing Authorization: The Contractor agrees that no publication coming within the jurisdiction of Tennessee Code Annotated (T.C.A.) §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by T.C.A. § 12-7-103(d).
- E.5. Work Papers Subject to Review: The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. Disclosure of Personal Identity Information: The Contractor shall report to FTDD any instances of unauthorized disclosure of personally identifiable information that comes to the Contractor's attention. The Contractor shall make any such report within twenty-four (24) hours after the instance has come to the Contractor's attention. The Contractor, at the sole discretion of FTDD, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to FTDD under this Grant Contract or otherwise available at law.
- E.7. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.36(i)(1-13) are met and that the Contractor provides information to FTDD and the State as required.

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

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



**IN WITNESS WHEREOF:**

**THE EFFECTIVE DATE OF THIS CONTRACT IS:** December 15, 2025

**CONTRACTOR:**

**City of Kingsport**

**x**

**Paul Montgomery, Mayor**

**Approved as to Form:**

**x**

**City Attorney**

**ADMINISTRATIVE ENTITY:**

**FIRST TN DEVELOPMENT DISTRICT, INC. (FTDD)**

**Michael Harrison, Executive Director**

ATTACHMENT A

Incumbent Worker 2025-2026

CONTRACT BUDGET

LINE ITEMS
------------

CONTRACTOR MATCH REQUIREMENT	BUDGET LINE ITEMS	FEDERAL FUNDING	STATE FUNDING	TOTAL CONTRACT AMOUNT
\$12,180.00	Incumbent Worker Training Program 25-26	\$24,360.00		\$24,360.00
\$12,180.00	TOTAL	\$24,360.00	\$0.00	\$24,360.00

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

## MONTHLY STATUS REPORT

Grant	Incumbent Worker Training (IWT)
Company Name	City of Kingsport
Contract Number	CBG/IWT 2026-3439
Grant Term Dates	December 15, 2025-June 30, 2026
Report Due Date	On or before the 5 <sup>th</sup> of each month.
How many employees did your company commit to train?	7
How many employees have been trained to date?	0
How many employees do you plan to train by the end of the grant?	0
How much money have you spent on training to date?	\$0.00
Will the company use all of the awarded funds?	
What is the anticipated completion date for the remainder of the training?	
Please provide any additional information regarding your training project that staff should be aware of:	
Briefly describe any success stories from your grant:	
Name & Title of Person Submitting Report:	
Email Address & Phone Number:	

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMPROP AGG \$
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> Hired AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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## Training Class Attendance List

Training \_\_\_\_\_ Training Start Date \_\_\_\_\_

[illegible]

ATTACHMENT G

**Northeast Tennessee LWDA Training Grant Program  
Training Change Request**

Company Name	
Company Contact	
Title	
Phone	
Email	
Reason for Training Change	
Amount of Grant Request	
Number of full-time employees to be trained	
Training Start Date:	
Training End Date:	
Type training	Process Improvement _____ or Skills Upgrade _____
Please provide a narrative on the course training and objectives	
Training Provider	Public Institution _____ Company Employee _____ Private Institution _____ Private Instructor _____
Training Delivery	On Site _____ Remote Site _____ At Training Institution _____
Hours of training	



Training Provider			
Training Provider Address			
Trainer email			
Please provide a list of competencies the participants will attain:			
How will this training component directly contribute to improving or upgrading skills of the IW and improve efficiencies or quality in a way that makes the company more competitive:			

Budget Line Item	IWT Funds Requested	Employer Match	Total Grant Amount
Instructor Wages/Tuition	\$0.00	\$0.00	\$0.00
Curriculum Development (Not to exceed 5% of grant request)	\$0.00	\$0.00	\$0.00
Materials, Supplies, Textbooks (must provide an attached itemized list)	\$0.00	\$0.00	\$0.00
Training Equipment	N/A	\$0.00	\$0.00
Travel, Food Lodging	N/A	\$0.00	\$0.00
Employer Payment for Trainee Wages	N/A	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

IWT Cost per trainee	\$0.00 (Total Grant Amount divided by # of trainees)		
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<b>Desired Outcome:</b>  How will the marked desired outcome be achieved through the training project? (Select all that apply with an X and provide a brief description about how the desired outcome will be achieved through the training project.)	Helps Layoff Aversion Plan	X	
	Train In Demand Occupation	X	
	Skill Attainment		
	Process Improvement		
	Improve Short-term Wages		
	Improve Long-term Wages		
	Prevent Relocation		
	Result in certification		
	Prevent Relocation		
	Will Save Jobs	0	
Will create new jobs	0		



## AGENDA ACTION FORM

### **Consideration of a Resolution to Sign FTDD Worksite Agreement for the WIOA Programs and Receive Reimbursement Funds**

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

Action Form No.: AF-36-2026  
Work Session: February 2, 2025  
First Reading: N/A

Final Adoption: February 3, 2026  
Staff Work By: Tyra Copas  
Presentation By: Tyra Copa

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#### **Strategic Focus Area: 4. Safe & Welcoming Community**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the City will partner with the First Tennessee Development District (FTDD), who serves as an administrative and fiscal agent for the Tennessee Department of Labor and Workforce Development (TDLWD), **to facilitate employment opportunities for youth (ages 14-24), adults, and dislocated workers through the Workforce Innovation and Opportunity Act (WIOA).**

Under the WIOA Title I program, employers may receive reimbursement for up to 400 hours of wages paid to individuals who meet the program's eligibility criteria. Additionally, the program provides support services such as transportation assistance, work attire, and other resources to help participants gain meaningful work experience.

#### **Program specifics:**

- Youth is defined as ages 14 – 24.
- The city may identify potential candidates for the program and FTDD will assess their eligibility for the Title I program.
- Employers may receive reimbursement for up to 400 hours of wages for eligible participants.
- Participants will be hired by the city on a full-time, part-time or temporary basis. The grantor does not oversee or participate in hiring or termination decisions.

This program assists with identifying candidates full-time and part-time regular positions as well as assisting with filling labor needs for our summer and seasonal operations, which require a significant number of temporary employees across multiple departments.

There is **no cost** to the city to participate in the program.

#### **Attachments:**

Resolution  
Contract

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER TO RECEIVE A  
TENNESSEE DEPARTMENT OF LABOR WORKSITE  
AGREEMENT FOR WIOA PROGRAMS THROUGH THE FIRST  
TENNESSEE DEVELOPMENT DISTRICT

WHEREAS, the city, through the Kingsport Human Resources Department, desires to participate with the First Tennessee Development District (FTDD) to facilitate employment opportunities for youth (age 14-24), adults, and dislocated workers through the Workforce Innovation and opportunity Act (WIOA) Title I program; and

WHEREAS, through the WIOA Title I program, the city may receive reimbursement for up to 400 hours of wages for eligible participants hired by the city on a full-time, part-time or temporary basis; and

WHEREAS, this program assists with identifying candidates full-time and part-time regular positions as well as assisting with filling labor needs for our summer programs and seasonal operations, such participation has the potential to significantly save the city in wages for temporary labor.

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 receive grant funds from the First Tennessee Development District Worksite Agreement for Programs Workforce Innovation and Opportunity Act (WIOA).

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 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



## **Workforce Innovation and Opportunity Act First Tennessee Development District Worksite Agreement**

First Tennessee Development District (FTDD) is an Administrative and Fiscal Agent for the Tennessee Department of Labor and Workforce Development (TDLWD). FTDD contracts employers to provide employment, education and training services to Youth, Adults and Dislocated Workers, some of whom have significant barriers to employment namely, disabled, low income, veterans, justice-involved, receipt of government support, including SNAP or TANF.

This program aims to develop future generations of the workforce in Northeast Tennessee, by reimbursing employers for wages paid to youth who may lack professional work experience. The purpose of this worksite agreement is to provide the employer with a method of reimbursement for their participation in the training program, by the State of Tennessee through the local workforce development board.

The employer agrees to abide by all department of labor guidelines and provide Workers Compensation Insurance for all program participants. FTDD will reimburse the employer for the agreed upon wages paid to participants at a rate of not less than \$10 per hour. Reimbursement requests will be submitted bi-weekly or monthly, as agreed upon by the employer and the Youth Coordinator. The training period will be outlined in the Statement of Work or job description.

Both parties agree to abide by the following conditions:

1. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination or denied employment, in connection with any such program because of race, color, religion, sex, national origins age, disabilities, political affiliation or belief.
2. Participants shall not be employed in the construction, operation, or maintenance of any facility that is used for sectarian instruction or as a place for religious worship.
3. With respect to terms and conditions affecting, or rights provided to, individuals who are participants in activities supported by funds approved under such individuals shall not be discriminated against solely because of their status as participants.
4. Authorized representatives of FTDD, TDOL, OIG, and USDOL must be allowed on the premises at all reasonable hours for monitoring of the worksites, including for counseling participants, inspecting safety procedures, and other working conditions.
5. The Secretary of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of the State and Local Government, their sub-grantees and Contractors which are pertinent to the specific grant program under and for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
6. The employer agrees to provide working conditions that will meet health and safety

regulations and abide by Child Labor Laws.

7. No currently employed worker should be displaced by a work experience participant, including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits.

8. The Employer agrees to furnish meaningful work and training for the participant within the purpose and scope of the program. Participants must be continuously occupied with productive work.

9. The Employer agrees to the following conditions:

- To adhere to WIOA Rules and Regulations including the verification of time and attendance records.
- To comply with Drug-Free Workplace laws.
- To provide participants with an orientation regarding breaks,
- To comply with all requirements as set forth in the Supervisor's Manual and complete all required forms.
- To ensure that no participant will be involved in religious or political activities during working hours.
- To always provide supervision to program participants.
- That all supervisors and alternate supervisors will be familiarized and oriented with 'work experience' information.
- The participants will perform the work activities described in the attached Statement of Work or job description. If the activities at the worksite change, the Employer agrees to notify FTDD immediately so the Statement of Work or job description may be modified.

10. FTDD may unilaterally modify this agreement by memorandum. This agreement shall be effective from the date of execution until termination of the project by either party with one day's advance notice or sooner if warranted.

In witness whereof, the parties hereto have executed this agreement as of the latest date appearing below, and in signing and thereby validating this worksite agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as its signatory official,

Entered this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_



First Tennessee Development District  
3211 North Roan Street  
Johnson City, TN 37601  
Telephone: (423) 754-2957

<u>Jenny Phillips/Sangela Blue</u>	<u>Employer Business Name</u>
<u>Name</u>	<u>Street Address</u>
<u>Youth Career Specialist</u>	<u>City, State, ZIP</u>
<u>Title</u>	<u>Supervisor/Owner Name</u>
<u>Date</u>	<u>Title</u>
	<u>Date</u>

The hours of operation for your organization are (days/hours):

Days: \_\_\_\_\_ Hours: \_\_\_\_\_

The following Holidays are observed by the sponsoring agency:

New Year's Day \_\_\_\_ Good Friday \_\_\_\_ Labor Day \_\_\_\_ Martin Luther King Day \_\_\_\_

Memorial Day \_\_\_\_ Veterans Day \_\_\_\_ Columbus Day \_\_\_\_ Thanksgiving Day \_\_\_\_ Christmas

Day \_\_\_\_ Presidents Day \_\_\_\_ Juneteenth \_\_\_\_ July 4th \_\_\_\_

#### Acquired Skills

A. Each work experience site will provide clients with opportunities to gain general skills, knowledge, and work habits that will lead to full-time employment. These skills may include customer service, business, technical, retail, administrative office skills, office etiquette, basic bookkeeping, patient care, etc.

B. Specific jobs that may be acquired from this site include the following job titles.

# Positions Available	Job Titles	Skills Learned





**Worksite (Employer) Name:** \_\_\_\_\_

If funds anticipated to be received by FTDD are suspended or terminated in whole or in part, funding for this agreement may cease at the option of FTDD. Acceptance of this agreement is based solely upon the allocation of anticipated revenues, and the funding of the agreement is limited by the actual availability of FTDD funding.

**WORK SITE:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Direct Training Supervisor

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Alternate Supervisor

\_\_\_\_\_  
Phone Number

**FTDD:**

\_\_\_\_\_  
Approval by FTDD

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





## AGENDA ACTION FORM

### **Consideration of a Resolution to Accept a Donation from Appalachian Community Federal Credit Union and Cardinal FG**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-14-2026

Work Session: February 2, 2026

First Reading: N/A

Final Adoption: February 3, 2026

Staff Work By: Fire Chief Jerry DeBerry

Presentation By: Fire Chief Jerry DeBerry

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#### **Strategic Focus Area: Safe & Welcoming Community**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Approval of the accompanying resolution authorizes the acceptance of a donation in the amount of \$200.00 from Appalachian Community Federal Credit Union and \$200.00 from Cardinal FG Company for the purchase of food for the employees at Fire Station 3 on Memorial Blvd.

The Kingsport Fire Department employees participated in a lighting contest for the 2025 Christmas season. Employees from each station brought in decorations and placed them on the outside of the fire stations and asked the community to vote for their favorite. Fire Station 3 was the winner. Appalachian Community Federal Credit Union and Cardinal FG reached out and wanted to contribute to feed the employees at FS3 to thank them for their community outreach efforts. Both companies have presented the department with a check. Money to be placed in the food line-item budget 110-3501-451-3012.

#### **Attachments:**

1. Resolution

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

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

A RESOLUTION ACCEPTING DONATIONS OF MONETARY  
FUNDS FROM APPALACHIAN COMMUNITY FEDERAL CREDIT  
UNION AND CARDINAL FG COMPANY FOR USE BY THE  
KINGSPORT FIRE DEPARTMENT

WHEREAS, Appalachian Community Federal Credit Union and Cardinal FG Company would like to donate \$200.00 each for use by the Kingsport Fire Department; and

WHEREAS, the funds will be used to purchase food for Fire Station 3 as a thank you for their community outreach efforts; and

Now therefore,

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

SECTION I. That the donation to the city of \$200.00 from Appalachian Community Federal Credit Union for use by the Kingsport Fire Department, is accepted.

SECTION I. That the donation to the city of \$200.00 from Cardinal FG Company for use by the Kingsport Fire Department, is accepted.

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

ADOPTED this the 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### **Consideration of a Resolution to Accept a Donation from Shades of Grace UMC**

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

Action Form No.: AF-13-2026  
Work Session: February 2, 2026  
First Reading: N/A

Final Adoption: February 3, 2026  
Staff Work By: Fire Chief Jerry DeBerry  
Presentation By: Fire Chief Jerry DeBerry

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#### **Strategic Focus Area: Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Approval of the accompanying resolution authorizes the acceptance of a donation in the amount of \$500.00 from Shades of Grace United Methodist Church for the purchase of multi-use rescue tools for the Fire Marshal's division.

These tools will aid the Fire Marshals in investigative efforts on fire scenes and will make the division more self-sustained in their ability to collect evidence.

Money to be placed in the fire department's miscellaneous line item budget 110-3501-451-3022.

#### **Attachments:**

1. Resolution

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

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

A RESOLUTION ACCEPTING A DONATION OF  
MONETARY FUNDS FROM SHADES OF GRACE UNITED  
METHODIST CHURCH FOR USE BY THE KINGSPORT  
FIRE DEPARTMENT

WHEREAS, Shades of Grace United Methodist Church would like to donate funds in the amount of \$500.00 for use by the Kingsport Fire Department; and

WHEREAS, the funds will be used to purchase multi-use rescue tools for the fire marshal's division; and

Now therefore,

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

SECTION I. That the donation to the city of \$500.00 from Shades of Grace United Methodist Church for use by the Kingsport Fire Department, is accepted.

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

ADOPTED this the 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### **Consideration of a Resolution for KATS to Accept a Donation from Grace Point Fellowship Church to Provide Transportation to People in the Kingsport Community**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-25-2026

Work Session: February 2, 2026

First Reading: N/A

Final Adoption: February 3, 2026

Staff Work By: Candace Sherer

Presentation By: Candace Sherer

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#### **Strategic Focus Area: 6. Strong & Vibrant Neighborhoods**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City will accept a donation from Grace Point Fellowship Church for the purpose of providing free transportation to City of Kingsport citizens during their "Love Your City Week" in the amount of \$1,000.

The funds will be used to provide free bus routes (4 days) and van trips (2 days) during the week of February 16<sup>th</sup>-20<sup>th</sup>.

KATS is grateful for this donation and will apply all funds toward fares for transportation services.

#### **Attachments:**

1. Resolution

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

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

A RESOLUTION ACCEPTING A DONATION OF  
MONETARY FUNDS FROM GRACE POINT FELLOWSHIP  
CHURCH FOR USE BY THE KINGSPORT AREA TRANSIT  
SERVICES

WHEREAS, Grace Point Fellowship Church would like to donate funds in the amount of \$1,000.00 for use by the Kingsport Area Transit Service; and

WHEREAS, the funds will be used to provide free bus routes (4 days) and van trips (2 days) during the week of February 16-20, 2026.

Now therefore,

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

SECTION I. That the donation to the city of \$1,000.00 from Grace Point Fellowship Church for use by the Kingsport Area Transit Service, is accepted.

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

ADOPTED this the 3rd day of February, 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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





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