



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, May 07, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

III. INVOCATION

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Proclamation: Rotary Book Club (Alderman Duncan)
2. Proclamation: National Drinking Water (Alderman Cooper)

VI. APPOINTMENTS

- [1.](#) Appointment to Petworks (AF-129-2024) (Mayor Shull)

VII. APPROVAL OF MINUTES

- [1.](#) April 15, 2024 - Work Session
- [2.](#) April 16, 2024 - Business Meeting

COMMENT

Upon the opening of a public hearing, members of the public, when recognized by the mayor, may address the board. When you come to the podium, please state your name and address, and sign the register that is provided. Comments of speakers 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.

VIII. PUBLIC HEARINGS

- [1.](#) Consideration of a Resolution for the 2024 Annual Action Plan for the Community Development Block Grant (AF-130-2024) (Michael Price)

COMMENT

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

IX. BUSINESS MATTERS REQUIRING FIRST READING

- [1.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2024 (AF-105-2024) (Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF-118-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution Renewing the Award of the Bid for School Crossing Guard Services & Authorizing the Mayor to Sign All Applicable Documents (AF-119-2024) (Chief Dale Phipps)

- [3.](#) Consideration of a Resolution Authorizing an Agreement with Raftelis for Consulting Services Related to a New Financial Information System (FIS) (AF-123-2024) (Floyd Bailey)
- [4.](#) Consideration of a Resolution to Utilize Sourcewell Contract #0811200-TRU and NCPA Contract #08-23 to Purchase Replacement Exercise Equipment (AF-113-2024) (Michael Borders)
- [5.](#) Consideration of a Resolution to Enter into an Engineering Contract with Barge Design Solutions for the Final Design of Reedy Creek Trunk Sewer Replacement - Lovedale to Clinchfield (AF-117-2024) (Ryan McReynolds)
- [6.](#) Consideration of a Resolution Renewing the Award of the Bid for Unleaded Gasoline & Ultra-Low Sulfur Diesel (AF-121-2024) (Ryan McReynolds)
- [7.](#) Consideration of a Resolution Renewing the Award of the Bid for Propane & Propane Conversion Kits (AF-122-2024) (Ryan McReynolds)
- [8.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY25 (AF-124-2024) (Ryan McReynolds)
- [9.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY25 (AF-125-2024) (Ryan McReynolds)
- [10.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for FY25 (AF-126-2024) (Ryan McReynolds)
- [11.](#) Consideration of a Resolution Awarding the Bid for Contracted Truck Hauling for FY25 (AF-127-2024) (Ryan McReynolds)
- [12.](#) Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Tennessee Department of Environment and Conservation Local Parks and Recreation Fund Grant (AF-120-2024) (Michael Borders)
- [13.](#) Consideration of a Resolution to Purchase One Compact Track Loader & One Kubota 4WD Tractor Utilizing Sourcewell Contracts (AF-132-2024) (Ryan McReynolds)
- [14.](#) Consideration of a Resolution Authorizing Payment to NETWORKS Sullivan Partnership for the Acquisition of Real Property (AF-12-2024) (Chris McCartt)
- [15.](#) Consideration of a Resolution to Donate Surplus Property Along Globe Street to Holston Habitat for Humanity (AF131-2024) (Jessica Harmon)

- [16.](#) Consideration of a Resolution to Enter into a Brownfield Voluntary Agreement with Tennessee Department of Environment and Conservation at 100 West Industry Drive (AF-116-2024) (Steven Bower)

XII. CONSENT AGENDA

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

- [1.](#) Consideration of a Resolution to Ratify the Mayor's Signature on the City of Kingsport's Application for and Acceptance of Funding through the DOE's Energy Efficiency and Conservation Block Grant (AF-128-2024) (Michael Price)
- [2.](#) Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant for FY 2024 (AF-108-2024) (Chief Phipps)
- [3.](#) Consideration of a Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 15th Annual World's Largest Swim Lesson (AF-112-2024) (Michael Borders)
- [4.](#) Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF-106-2024) (Ryan McReynolds)

XIII. COMMUNICATIONS

1. City Manager
 - Materials Agreement with JTB Construction Related to the Lebanon Meadows Development
3. Mayor and Board Members

XIV. ADJOURN



Mitch Walters

Friendship Family of Dealerships

Mitch was recognized by the Sequoyah Boy Scout Council as the 2024 Distinguished Citizen of the Year.

Mitch has used the showroom at his Bristol dealership to showcase and adopt Petworks animals, and he has supported our cause through advocacy. Through the Friendship Foundation, Mitch donated generously toward construction of our facility, and the dog park behind our adoption center is named The Friendship Dog Park in recognition of that support.

Like many of our board members, he has shown a dedication to two groups who cannot speak for themselves – children and animals. The Petworks board unanimously recommends this appointment, and we appreciate the city leadership for all that you do for our animals.



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 15, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

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

1. **Mark III Update** - Michael Wessely

John Manfull, a representative from Mark III gave a high level overview of the city's health insurance program, detailing the membership, usage and pharmaceutical trends and statistics. Some discussion followed as he answered questions from the board members.

2. **Utilities Update** - Ryan McReynolds, Niki Ensor

Deputy City Manager Ryan McReynolds gave an overview of the rate plan structure changes as well as regulatory aspects of the water and sewer budgets. He also talked about the fund balance targets and as well as anticipated increase in assets.

Water/Wastewater Manager Niki Ensor stated sustainable infrastructure is key, listing the numerous assets within the city pertaining to water, sewer and stormwater. She discussed the threats that face utilities, including aging infrastructure, nutrients, workforce and cyber security.

Mr. McReynolds concluded with a brief summary of the master plan and how it has prepared the city.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 15, 2024 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IV. REVIEW OF BUSINESS MEETING AGENDA

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

XI.1 Consideration of a Resolution to Amend the Lynn Garden Redevelopment District and Approve Tax Increment Financing for the Friendship Dealership Project (AF-109-2024)

Mr. McCartt provided information on this item noting this is a 13 million dollar investment with 25 jobs being provided. Stephen Bower gave details on the TIF request of \$560,000 over a 25 year period, noting it has been approved by KHRA and will be heard by the County Commission on 4/18/24. Alderman Phillips pointed out the city would be collecting the same amount of taxes as always collected in addition to the 5% holdback. Mr. McCartt explained that as the value increases the TIF is paid off quicker, noting the reason TIFS are utilized is to offset the startup costs on redevelopment properties.

XI.3 Consideration of a Resolution to Apply for and Accept a \$500,000 Brownfield Redevelopment Grant (BRAG) (AF-100-2024)

The city manager stated if received, this money would help move forward the conceptual plans for Cement Hill.

Note: Vice-Mayor George left the meeting at 5:35 pm

XI.8 Consideration of a Resolution for Authorization to Sign Application and Contract with Northeast State Community College for the Title I WIOA Programs (AF-104-2024)

Tyra Copas provided details on this item, noting there is no delay in the application and would be automatically approved upon submission. She stated this is a great opportunity to provide young workers ages 4-24 years old employment. She remarked the state will provide the money through Northeast and would cover many of the temporary seasonal workers hired during the summer.

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

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

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Item VII.1.



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by New Vision Youth.
- III. **INVOCATION** led by Pastor Stephen Collins, Kingsport Community Church.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent: Alderman Betsy Cooper.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Officer Matt Cradic - 2024 Fred Cole Champion for Children Award** (Vice Mayor George)
- VI. **APPOINTMENTS** None.
- VII. **APPROVAL OF MINUTES** (*These items are approved under one motion.*)

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

Passed: All present voting "aye."

 1. **April 1, 2024 - Work Session**
 2. **April 2, 2024 - Business Meeting**
- VIII. **PUBLIC HEARINGS** None.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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COMMENT

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

IX. BUSINESS MATTERS REQUIRING FIRST READING None.

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of an Ordinance to Amend Zoning of Tax Map 045D, Group K, Parcels 008.00 and 009.00 Located Along Sevier Terrace Drive from the R-1B, Residential District and R-1C, Residential District to B-3, Highway Oriented Business District (AF-82-2024)**
(Jessica McMurray)

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

ORDINANCE NO. 7145 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG SEVIER TERRACE DRIVE FROM THE R-1B, RESIDENTIAL DISTRICT AND R-1C, RESIDENTIAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 2. Consideration of an Ordinance to Vacate Alley Right-of-Way Located off of Amber Street (AF-93-2024)** (Ken Weems)

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

ORDINANCE NO. 7146 AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT- OF-WAY LOCATED OFF OF AMBER STREET SITUATED IN THE CITY OF KINGSPORT, TWELFTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

XI. OTHER BUSINESS

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 16, 2024 at 7:00 PM

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- 1. Consideration of a Resolution to Amend the Lynn Garden Redevelopment District and Approve Tax Increment Financing for the Friendship Dealership Project (AF-109-2024)**
(Chris McCartt)

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-224 A RESOLUTION APPROVING A TAX INCREMENT FINANCING AMENDMENT FOR THE LYNN GARDEN REDEVELOPMENT DISTRICT – FRIENDSHIP DEALERSHIP PROJECT AND RECOMMENDING THE SAME BE APPROVED BY THE BOARD OF COMMISSIONERS OF SULLIVAN COUNTY

Passed: All present voting "aye."

- 2. Consideration of a Resolution to Add Correctional Officers to the Mandatory Retirement Provision Established Pursuant to Tennessee Code Annotated, Section 8-36-205 (AF-96-2024)**
(Tyra Copas)

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

RESOLUTION NO. 2024-225 A RESOLUTION TO ADD CORRECTIONAL OFFICERS TO THE MANDATORY RETIREMENT PROVISIONS ESTABLISHED PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-205

Passed: All present voting "aye."

- 3. Consideration of a Resolution to Apply for and Accept a \$500,000 Brownfield Redevelopment Grant (BRAG) (AF-100-2024)**
(Michael T. Borders)

Motion made by Alderman Phillips, Seconded by Alderman Duncan.

RESOLUTION NO. 2024-226 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE BROWNFIELD REDEVELOPMENT AREA GRANT

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Utilize Omnia Partners Contract #2017001134 to Purchase Playground Equipment for Riverview Park (AF-101-2024)**
(Michael Borders)

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

RESOLUTION NO. 2024-227 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO GAMETIME INC. FOR THE PURCHASE OF SELECTED PLAYGROUND EQUIPMENT THROUGH OMNIA PARTNERS COOPERATIVE AGREEMENT NO. 2017001134

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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5. **Consideration of a Resolution Authorizing the City Manager to Sign Utilization Consent Agreement and Issue a Purchase Order for Five (5) Ram Promaster 3500 High Roof 11 Passenger Vans from Georgia State Contract # 99999-SPD-SPD0000212-0005 (AF-83-2024) (Ryan McReynolds)**

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

RESOLUTION NO. 2024-228 A RESOLUTION AUTHORIZING THE PURCHASE OF FIVE RAM PROMASTER 3500 HIGH ROOF 11 PASSENGER VANS FROM CREATIVE BUS SALES UTILIZING GEORGIA STATE CONTRACT NO.: 99999-SPD-SPD0000212-0005; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES AND PURCHASE ORDERS TO CREATIVE BUS SALES, INC. FOR THE SAME

Passed: All present voting "aye."

6. **Consideration of a Resolution to Purchase Twenty (20) 2024 Ford Interceptor Utility AWD Vehicles from TN State Contract # 80355 (AF-111-2024) (Ryan McReynolds)**

Motion made by Alderman Duncan. Seconded by Alderman Olterman.

RESOLUTION NO. 2024-229 A RESOLUTION AUTHORIZING THE PURCHASE OF TWENTY 2024 FORD INTERCEPTOR UTILITY AWD VEHICLES FROM LONNIE COBB FORD UTILIZING TENNESSEE STATE CONTRACT NO.: 80355; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

7. **Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Magnolia Ridge Development, LLC Related to the Magnolia Ridge Phase 2 Development (AF-110-2024) (Ryan McReynolds)**

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

RESOLUTION NO. 2024-230 A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO MAGNOLIA RIDGE DEVELOPMENT, LLC FOR THE MAGNOLIA RIDGE DEVELOPMENT, PHASE 2

Passed: All present voting "aye."

8. **Consideration of a Resolution for Authorization to Sign Application and Contract with Northeast State Community College for the Title I WIOA Programs (AF-104-2024) (Tyra Copas)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

RESOLUTION NO. 2024-231 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE A TENNESSEE DEPARTMENT OF LABOR TENNESSEE YOUTH EMPLOYMENT PROGRAM GRANT TITLE I WIOA THROUGH NORTHEAST STATE COMMUNITY COLLEGE

Passed: All present voting "aye."

- 9. Consideration of a Resolution to Award the RFP for Customized Benchmark Assessment Program to Instructure, Inc., and Authorizing the Mayor to Sign All Applicable Documents (AF-107-2024) (David Frye)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

RESOLUTION NO. 2024-232 A RESOLUTION AWARDED THE PROPOSAL FOR CUSTOMIZED BENCHMARK ASSESSMENT PROGRAM TO INSTRUCTURE, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 10. Consideration of a Resolution Authorizing the City Manager to Purchase an Anatomage Interactive 3D Anatomy Dissection Table for the Kingsport City Schools Career and Technical Education Department (AF-99-2024) (David Frye)**

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-233 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO ANATOMAGE INC. FOR AN INTERACTIVE 3D VIRTUAL DISSECTION TABLE FOR KINGSFORT CITY SCHOOLS UTILIZING TIPS-USA CONTRACT 230105

Passed: All present voting "aye."

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

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

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

- 1. Consideration of a Resolution to Reject the Sole Bid for the Phase 2 Sanitary Sewer Lining Project (AF-103-2024) (Ryan McReynolds)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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RESOLUTION NO. 2024-234 A RESOLUTION REJECTING ALL BIDS RELATED TO THE PHASE 2 SANITARY SEWER LINING PROJECT

- 2. Consideration of a Resolution Ratifying the Mayor's Signature on the Certification of Local Government Approval for Hope Haven Ministries, Inc. 2024 Emergency Solutions Grant Application (AF-102-2024) (Michael Price)**

RESOLUTION NO. 2024-235 A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE CERTIFICATION OF LOCAL GOVERNMENT APPROVAL RELATIVE TO A TENNESSEE HOUSING DEVELOPMENT AGENCY GRANT APPLIED FOR BY HOPE HAVEN MINISTRIES, INC.

XIII. COMMUNICATIONS

- 1. City Manager** None.

- 2. Mayor and Board Members**

Alderman Montgomery stated Healthy Kingsport is recognizing Applier as child abuse prevention month and to wear blue on Fridays to raise awareness. There will be a Lunch and Learn April 30 at the Chamber. Als walk starts at chamber on the 27th. Pharmacy fit pogram on May4. Alderman Phillips mentioned the Lynn Garden redevelopment district that was initiated in 2021. He stated the nNew elementary school and other accomplishments including the new car lot business voted on tonight is moving this area in the right direction. This board and staff have diligently worked on moving the city forward over the last five years, but pointing out city government moves slower than private business. He listed the many projects that will be completed later this year and in 2025 after years of legwork and laying the foundation. Alderman Olterman stated he was proud of the DB baseball team and the soccer team. Alderman Duncan stated the Kingsport Arts Festival is this weekend on Market and Shelby with a night parade to kick it off. The downtown loft tour is coming up and a fundraiser for DKA. He also commented on the work session and encouraged citizens to attend to gain great information and updates. Lastly, he stated KKB has had two cleanups gathering 24 tons of trash and garbage in downtown and Lynn Garden. This coming weekend they will be in Riverview. Vice-Mayor George stated there is a lot going on with the Visitors Bureau and listed several upcoming events throughout the city. Racks tickets are on sale as well as FunFest concerts. Mayor Shull also talked about maintaining infrastructure and that it does take longer for government but would rather it be right. He encouraged citizens to rely on the city website for information and not solely on social media.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 16, 2024 at 7:00 PM

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XIV. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:55 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



AGENDA ACTION FORM

Consideration of a Resolution for the 2024 Annual Action Plan for the Community Development Block Grant

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

Action Form No.: AF-130-2024
 Work Session: May 6, 2024
 First Reading: N/A
 Final Adoption: May 7, 2024
 Staff Work By: Michael Price
 Presentation By: Michael Price

Recommendation:

- Conduct Public Hearing
- Approve 2024 Annual Action Plan
- Approve Authorizing Resolution

Executive Summary:

In order to receive Community Development Block Grant funds, the City of Kingsport must submit an Annual Action Plan that describes the strategies, objectives, projects, and activities for funding under the program. For Fiscal Year 2024/2025, the City of Kingsport must approve an Action Plan utilizing \$434,064.00 (2024 Annual Allocation) of CDBG funds to be used in the 2024/2025 Program Year. Attached to this action form is a summary of proposed activities of the 2024 Annual Action Plan, including recommendations for funding under the CDBG program.

The attached plan represents the fourth year of the 5-year Consolidated Plan for Housing and Community Development (Con Plan) and was developed to provide funding for the various projects outlined in the 2020 Con Plan. The projects and funding recommendations address the goals and priorities of the Con Plan. The projects and activities also comply with the CDBG program requirements outlined in Department of Housing and Urban Development (HUD) regulations. The 2024 Annual Action Plan will be submitted to HUD by May 15, 2024.

The public notification for the comment period was ran once on August 31, 2023 and again on March 1, 2024. To date, no public comment has been received regarding the plan. The attached resolution approves the Action Plan and authorizes the mayor to execute all necessary documents to apply for and receive CDBG funds.

Attachments:

1. Resolution
2. Annual Action Plan Draft
3. Annual Action Plan Summary
4. SF 424 – Application for Federal Assistance w/ certifications
5. Advertisements

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

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2024 – 2025 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2025, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the city is eligible to receive Community Development Block Grant (CDBG) funding for fiscal year 2025, through the U. S. Department of Housing and Urban Development; and

WHEREAS, in order to receive CDBG funding in the amount of \$434,064.00 the city is required to submit a 2024 – 2025 CDBG Annual Action Plan, along with an updated Citizen Participation Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, notice of the proposed Annual Action Plan was publicly advertised for a thirty-day public comment period ending May 1, 2024; and

WHEREAS, in order to receive funding two public comment periods must be held during the grant cycle, one of which was previously held by the Community Development Advisory Committee on August 31, 2023 with the second public hearing conducted by the board on May 7, 2024; and

WHEREAS, no comments pertaining to the plan have been received and it has been recommended the board adopt the Annual Action Plan.

Now therefore,

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

SECTION I. That the Community Development Block Grant 2024 – 2025 HUD Annual Action Plan and the City of Kingsport Citizen Participation Plan found on the city's website at <https://www.kingsporttn.gov/cdbg-program-documents>, are hereby 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, all documents necessary and proper to apply for and receive Community Development Block Grant funding for fiscal year 2025, through the U. S. Department of Housing and Urban Development, 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 documents and this resolution.

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

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the 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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Community Development Action Plan

FY 2024-2025

Proposed Project Descriptions

Housing - Kingsport Alliance for Housing Revitalization (KAHR) –

KAHR provides emergency home repair assistance to low and moderate-income homeowners citywide in order to safeguard against imminent danger to human life, health, or safety, or to protect the property from further structural damage or structural collapse. In FY 2024/2025, Community Development proposes to utilize the following CDBG funds in the KAHR program:

Rehabilitation/Emergency Repair: \$162,141.60 2024 Allocation

Community Programs – For 2024/2025, Community Development proposes to fund the Community Programs line item at \$65,109.60

Community Development proposes to utilize approximately \$40,109.60 of CDBG funding to local non-profit organizations which address the educational, advocacy, employment, health, safety and economic opportunity needs of extremely-low, low and moderate income persons and families and subgroups within in the City of Kingsport. The City of Kingsport will advertise funding availability to the public for Community Enrichment Programs. The Community Development Advisory Committee will review proposals and award the highest scoring non-profit organizations to serve the needs of LMI persons in the city.

Community Development proposes to utilize \$25,000 of CDBG funding to continue our partnership with the United Way of Kingsport to support a Homeless Liaison position. The United Way Homeless Liaison provides referral and housing services and well-resourced path to self-sufficiency for individuals experiencing homelessness.

Community Development Program grants are administered through subrecipient agreements prescribed by the U. S. Department of Housing and Urban Development (HUD) and monitored by the Community Development office. Upon approval of the overall funding allocation by the Board of Mayor and Aldermen, the Community Development Advisory Committee will review applications from various agencies and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

Code Enforcement – The Mayor’s One Kingsport Summit recommended several action plan emphases to improve the Kingsport community in various target themes. Among these themes was the area of housing. The housing study committee has put forward a number of priorities for housing in the city, which spans the spectrum from affordable housing to up-scale market rate housing. One emphasis involved in housing is strengthening the City’s Code Enforcement program. Since a substantial amount of code enforcement effort for the City is relative to lower income housing, the Advisory Committee

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year’s Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

recommended allocating \$50,000 for the City's Code Enforcement program. Funds are used to bolster the City's code enforcement inspections and review activities.

2024 Allocation: \$50,000.00

2023 Carry Over: \$50,000.00

2022 Carry Over: \$28,220.91

HOPE VI/Section 108 Loan – For Program Year 2024, Community Development proposes to allocate \$70,000 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007, the City applied for \$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

Administration – For Program Year 2024, Community Development proposes an administration budget of \$86,812.80. These funds provide staffing and necessary office expenses for the overall administration of the CDBG program, including the addition of shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities. Approximately \$20,347.40 in administrative funding will carry over from program year 2022.

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*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

2022 COMMUNITY DEVELOPMENT BLOCK GRANT

Program:	2024 Allocation:	Approx. Program Income:	Approx. 2023 Carryover:	Approx. 2022 Carryover:	Total:
KAHR – Safe, decent housing	\$162,141.60	\$0	\$0	\$0	\$162,141.60
Community Enrichment	\$65,109.60	\$0	\$0	\$0	\$65,109.60
Code Enforcement	\$50,000	\$0	\$50,000	\$28,220.91	\$128,220.91
Demolition – Safe, decent housing	\$0	\$0	\$0	\$0	\$0
Hope VI Project/Section 108 Loan	\$70,000	\$0	\$0	\$0	\$70,000
Program Administration	\$86,812.80	\$0	\$20,347.40	\$0	\$107,160.20
Total:	\$434,064.00	\$0	\$70,347.40	\$28,220.91	\$462,702.31

A full copy of the CDBG 2024 Annual Action Plan is available on the City of Kingsport Community Development Website at

<https://www.kingsporttn.gov/cdbg-program-documents/>

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year’s Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Kingsport, Tennessee is a part of the Kingsport-Bristol-Bristol, Tennessee-Virginia Metropolitan Statistical Area and is a Department of Housing and Urban Development Community Development Block Grant Entitlement City. As such, Kingsport receives a formulated amount of funds annually. The CDBG program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-5301 et seq. This year Kingsport will receive \$? in Community Development Block Grant (CDBG) funds.

The projected use of funds has been developed to give maximum priority to activities that will carry out one of the national objectives as follows:

1. Benefit low- and moderate-income (LMI) families.
2. Aid in the prevention or elimination of slums or blight.
3. Other community development areas which demonstrate a particular urgent need or because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.

The City of Kingsport, Tennessee certifies that the following activities proposed for the coming year meet one of the three above-listed national objectives.

Revenue:

2024-2025 CDBG Allocation: \$? To Be Announced

2023-2024 CDBG Carryover: \$400,914.03

2022-2023 CDBG Carryover: \$98,914.03

Expenses:

CDBG Admin: 20%

Rehabilitation/Emergency Repair: Remaining funding

Annual Action Plan
2024

1

Community Enrichment (Public Service): 15%

Code Enforcement: \$50,000.00

Hope VI: \$70,000.00

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Consolidated/Strategic Plan provides a guide to address the Cities' needs for five years using CDBG funds as well as other leveraged funds. The Action Plan is for a one-year period. Each project must meet three broad national objectives in at least one category. They are:

- Provide decent affordable housing
- Create a suitable living environment
- Create economic opportunities

Outcomes show how programs and activities benefit the community and the people it serves. The three measurable outcomes that will illustrate the benefits of each of this year's activities, as well as the five years covered in the Consolidated Plan, are:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the life of the most recent consolidated plan, the CD program has been successful in addressing the needs, goals, and objectives outlined in the plan. The program has developed adequate to good systems for working with local community agencies in delivering public services to low and moderate-income citizens, especially youth and senior populations. Steam lining of housing rehabilitation services has been effective in broadening outreach to underserved homeowners.

Administratively, HUD monitoring reviews and internal audits indicated good performance. The program has consistently met or exceeded performance requirements as defined by annual timeliness tests with sharpened understanding of IDIS draw down and reporting requirements, update accomplishment data has greatly improved. CDBG program staff is committed to continually evaluating and improving our systems, policy, and procedures to fully utilize CDBG funding, while being good stewards of federal funding.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Kingsport's Consolidated Plan is developed through a collaborative process whereby the community identifies local critical needs and assists in establishing an Action Plan. Citizen participation is a critical part of the Consolidated and Action Plans, including developing, amending and reporting on program performance annually. The City solicits and encourages the participation of all citizens, including minorities, non-English speaking populations, and persons with disabilities.

A. Consultations with Other Community Institutions

In development of the Five-Year Consolidated Plan and the Third-Year Action Plan, the City consulted with other public and private for-profit and non-profit agencies that either provide or have direct impact on the broad range of housing, health, and social services used by Kingsport residents. These agencies provided knowledge regarding local unmet needs and ongoing critical needs. The Kingsport Board of Mayor and Aldermen has designated the Community Development Advisory Committee (CDAC) as the primary advisory body and as such, information on community needs and priorities have been discussed at their meetings.

B. Public Hearings

There were several public meetings from the beginning stages of development of the Plan in order to gather information on community needs from citizens and local service providers until the completion of the plan. In compliance with the Citizen Participation Plan, a public meeting was held at the Community Development Advisory Committee (CDAC) meeting in Kingsport on **September 8, 2023**, for both CDBG and HOME programs. A public hearing was then held **March 08, 2024**, at the Community Development Advisory Committee. Draft copies of the Action Plan were available for review at the Kingsport Public Library, Community Development Office and Kingsport City Hall.

C. Written Comments

Based on public input and quantitative analysis, City staff prepared a draft Action Plan covering the CDBG Program. Notification of availability of the draft appeared in three local newspapers and on each

city's website. The public was able to review the draft at the Kingsport Public Library, the local Housing Authority office and in Community Development office.

D. Action Plan and Public Hearings.

Public meetings were held pertaining to the Fourth-Year Action Plan beginning in August 2023. Drafts of the Plan were made available at the Community Development office, Kingsport Public Library, and Kingsport Housing and Redevelopment Authority. All written and verbal comments provided were considered in preparing the final Action Plan; however, it was impossible to fund every project or need. A summary of comments received and the City's responses to comments are included in the final document. The Kingsport Board of Mayor and Alderman considered these comments, the Community Development Advisory Committee recommendations, and staff recommendations in composing the final Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

All comments will be accepted. City staff has and will continue to consult with local agencies for input. Local agency consultation is a priority of the City and important for partnerships and funding resources to provide much needed public services in the community.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments will be accepted. City staff have and will continue to consult with local agencies for input. Local agency consultation is a priority of the City and important for partnerships and funding resources to provide much needed public services in the community.

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	KINGSPORT	Planning & Community Development-City of Kingsport

Table 1 – Responsible Agencies

Narrative

The City of Kingsport’s, Department of Community Development, is responsible for the administration of Kingsport, Tennessee's CDBG funds. Kingsport is responsible for preparing the Consolidated Plan, Annual Action Plan, and the CAPER. They are also responsible for all IDIS input for CDBG. The City processes all CDBG payments, conducts monthly Community Development Advisory Committee meetings, and holds public hearings. Kingsport, Tennessee is ultimately responsible to the Knoxville HUD Field Office for properly administering the CDBG Program.

The Knoxville Field Office monitors the City of Kingsport, Tennessee regularly for both the CDBG Program. Kingsport has been receiving CDBG grant funds since 1988 with minimal problems throughout the years.

Kingsport's efforts to broaden public participation in the development of this Action Plan include:

- Holding meetings in ADA-accessible locations
- Providing copies of the Draft Plan at central locations, i.e., Kingsport Public Library, online at www.kingsporttn.gov and in the Planning & Community Development office.

Consolidated Plan Public Contact Information

Michael Price, Community Development Planner

City of Kingsport, TN

415 Broad St

Kingsport, TN 37660

423-224-2877

michaelprice@kingsporttn.gov

DRAFT

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Coordination with federal and local agencies, along with non-profit and for-profit organizations providing services to the low- and very-low income in the community is essential for the effectiveness of the CDBG program. Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The City of Kingsport welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City utilizes a Community Development Advisory Committee. Low- and low-moderate income persons, persons with disabilities, minorities and non-English speaking persons are encouraged to participate in the planning process. Additionally, residents of public housing and other assisted housing are encouraged to voice their needs and their opinions on the participating jurisdictions' current and future direction. Other stakeholders consulted in this plan include community, faith based organizations, health care providers, KHRA, Appalachian Regional Coalition on Homelessness, City, and County Departments of Social Services and school system are encouraged to become involved in the planning process. The City provides translators for non-English speaking persons who request assistance at least 3 days prior to hearings or other meetings in the planning process. Persons who need auxiliary aids or other assistance to be able to fully participate may request assistance at least 3 days in advance of the hearing or meeting. Drafts of the plan have been placed in City Hall, KHRA and in local library branches. Notices of public meetings and hearings have been published in local newspapers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

To ensure the participation of and coordination between public and private agencies, the City's staff is frequently involved in various activities with the agencies and regularly attends meetings that address community needs. Remaining in close contact with vital housing and service providers, either in person or by phone, gives staff and the agencies a better understanding of current and changing needs. The City of Kingsport works diligently to keep abreast of issues that exist or that may arise that affect our homeless, special needs, and/or low-income residents. Some of the agencies contacted include Kingsport Housing and Redevelopment Authority, local health departments, social/human service agencies, United Way, Salvation Army, ARCH, Legal Aid of East TN, various divisions of the Planning department, including Code Enforcement and Inspections. The City will continue consultation with the staff of the Tennessee Housing Development Agency as necessary.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Kingsport maintains close contact with the Appalachian Regional Coalition on Homelessness (ARCH). City staff attends regular CoC meetings. ARCH meetings regularly have speakers that are either service providers to the homeless, shelter providers, veterans and others who work with families in need. Workshops are periodically held to provide information on the most urgent and current needs of the homeless and to solicit input from local agencies and organizations that may be helpful to other shelter or service providers in better meeting the needs of this population. The City of Kingsport also hired a Social Worker in early 2020 to work within the City Police Department. The Social Worker works directly with the homeless population in providing much needed legal and social service referrals. Collaboration between the City of Kingsport Homeless Outreach Coordinator, the United Way's Homeless Liaison, the Kingsport City School's Homeless education program, ARCH and local shelters continue to improve opportunities for the chronically homeless and increase resources for persons at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Kingsport currently has three homeless service providers in its Continuum of Care the Salvation Army, Family Promise of Greater Kingsport, and Greater Kingsport Alliance for Development (GKAD). The Family Promise program offers shelter, meals, and supportive services to homeless families with minor children. The Family Promise shelter can accommodate up to 14 families. Family Promise is the only shelter in Kingsport that can accommodate two-parent families, families with teenaged boys and single fathers with teenage girls. GKAD serves low-moderate income families who are at-risk for homelessness or homeless, in partnership with the Kingsport Housing and Redevelopment Authority, GKAD provides services to keep individuals and families housed as well as assist in providing transitional housing and referral services as needed. The Salvation Army of Kingsport accommodates men, women, and families with overnight shelter as well as recently opening to provide day shelter and extend case management services to the public. Each agency is familiar with ARCH and collaborate their efforts to assist the homeless in our community.

The Tennessee Housing Development Agency provides state ESG funding to nonprofit organizations within the Consortium area.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-homeless Services-Education Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kingsport Housing and Redevelopment Authority will continue to provide safe and secure housing for low-income residents. Kingsport Housing uses the Section 8 voucher program to assist residents into permanent housing. The Kingsport Housing and Redevelopment Authority and the City staff have regular meetings at which all areas of service and needs are discussed. Continuous improvements in services and outreach are discussed.

2	Agency/Group/Organization	ARCH
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy Market Analysis Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	ARCH was consulted regarding needs of the chronically homeless, homeless veterans and unaccompanied youth. ARCH has an office in Johnson City that serves the entire Consortium area. They are working with the VA Center, housing agencies, the VASH program, talking with housing agencies concerning persons returning from institutions and pursuing better and additional services for persons with mental disorders. City staff attend monthly meetings and other planning meetings with staff. ARCH staff provided direct comments and input on the Consolidated Plan.
3	Agency/Group/Organization	City of Kingsport
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development office is part of the City's Planning staff. Other Planning staff have direct and daily input.
4	Agency/Group/Organization	United Way of Greater Kingsport
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services-Education Business Leaders Civic Leaders Foundation

<p>What section of the Plan was addressed by Consultation?</p>	<p>Homeless Needs - Chronically homeless Homelessness Strategy Market Analysis Anti-poverty Strategy</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The United Way has recently undertaken two community initiatives, with a recently developed AVENEW program to assist individuals recovering from addiction and the Kingsport Homeless Coalition, which strategizes and develops a plan to end homelessness in the City of Kingsport. City of Kingsport is member and integral participant in United Way. Staffs regularly consult concerning community needs.</p>
<p>5 Agency/Group/Organization</p>	<p>Salvation Army of Kingsport</p>
<p>Agency/Group/Organization Type</p>	<p>Housing Services - Housing Services-homeless</p>
<p>What section of the Plan was addressed by Consultation?</p>	<p>Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Salvation Army of Kingsport is regularly consulted regarding the homeless population. Consultation often occurs daily as the City of Kingsport Social Worker for Homeless Outreach frequently refers individuals to Salvation Army program services. The Salvation Army because of partnership and consultation with City staff, recently extended agency services to provide a Day Center program for individuals and families experiencing homelessness to receive case management services during the day.</p>

Identify any Agency Types not consulted and provide rationale for not consulting

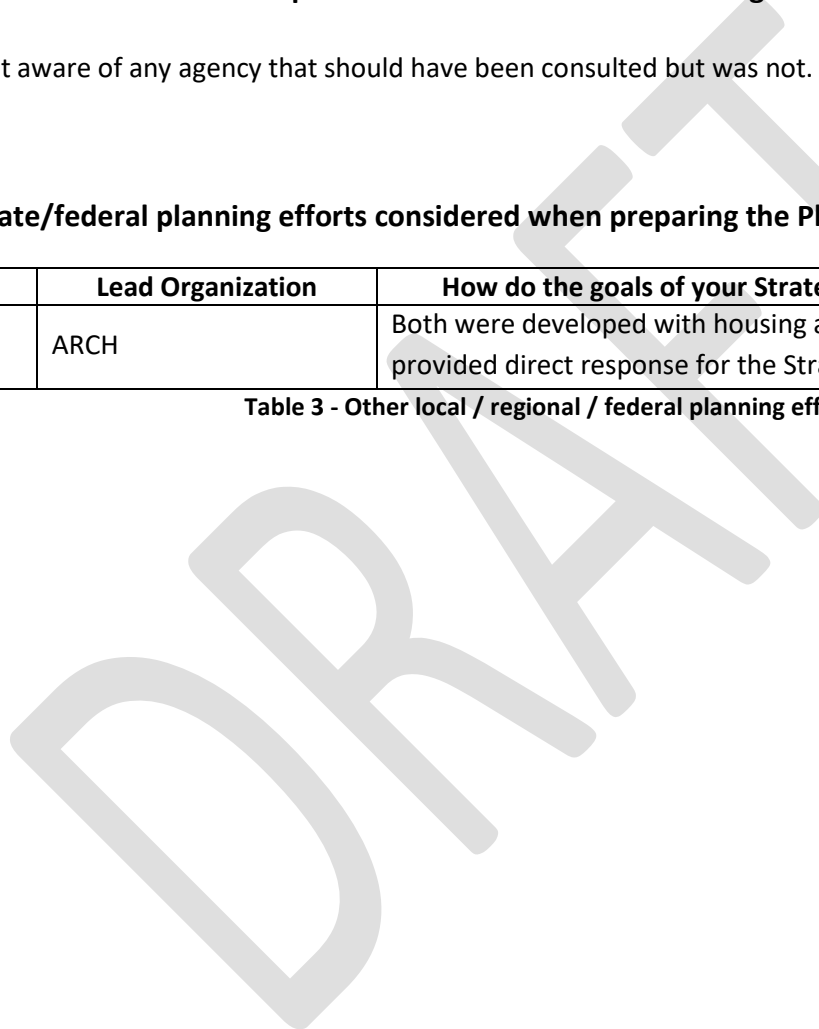
The City of Kingsport is not aware of any agency that should have been consulted but was not.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	ARCH	Both were developed with housing and service needs of the homeless. ARCH has provided direct response for the Strategic Plan.

Table 3 - Other local / regional / federal planning efforts

Narrative



AP-12 Participation - 91.401, 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The Citizens' Participation Plan that was developed for the City of Kingsport, Tennessee. There were several public meetings from the beginning stages of development of the Plan in order to gather information on community needs from citizens and local service providers. In compliance with the Citizen Participation Plan, a public meeting was held at a Community Development Advisory Committee (CDAC) meeting in Kingsport on April 14, 2023, for the CDBG program. A second public hearing was held on March 10, 2024. Draft copies of this Action Plan were made available to the public at the Kingsport Public Library, Kingsport City Hall, online, and at the Community Development Department. A final draft of the Annual Action Plan was presented to the BMA on May 07, 2024. A public comment period was held March 01-31, 2024.

All meetings were conducted in locations that were accessible to disabled persons and advertisements indicated that arrangements would be made for non-English speaking persons and for the hearing impaired.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>Notice of the Public Meeting was published August 29, 2023. No comment was received.</p>	<p>None</p>	<p>There were no comments received.</p>	<p>n/a</p>
2	Public Meeting	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>This public meeting was held on September 08, 2023. No general public was in attendance, no public comment was received.</p>	<p>None</p>	<p>There were no comments received..</p>	<p>n/a</p>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>Notice of the Public Meeting was published March 01, 2024. No comment was received.</p>	<p>None</p>	<p>There were no comments received.</p>	<p>n/a</p>
4	Public Meeting	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>This public meeting was held on March 08, 2024. No general public was in attendance, no public comment was received.</p>	<p>None</p>	<p>There were no comments received.</p>	<p>n/a</p>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
5	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>This public hearing was held on May 07, 2024 at the Kingsport Board of Mayor and Aldermen meeting.</p>	None	There were no comments received.	n/a
6	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>Notice of Funding Availability published 5/01/2024, inviting Public Service Agencies to apply for 2024-2025 CDBG funds.</p>	None	There were no comments received.	n/a

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	This public meeting was held on May 21, 2024 at the Kingsport Board of Mayor and Aldermen meeting. Community Development staff presented the final draft of the 2024-2025 Annual Action Plan.	None	There were no comments received.	n/a
8	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	This public meeting presented a draft copy of the AAP to the Community Development Advisory Committee on 5/10/2024. The meeting provided an opportunity for public comment.	None	There were no comments received.	n/a

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Kingsport receives CDBG funds as an entitlement city. CDBG funds are designated based on area needs.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	434,062	0	0	434,062	0	CDBG funds will support housing and non-housing needs in the City of Kingsport, TN.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

To leverage funding for Safe, Decent, and Affordable Housing, the City of Kingsport will collaborate with local organizations such as the

Carpenters Helpers, Habitat for Humanity and Appalachian Service Project to offset housing repair costs using volunteer labor. CDBG program allocations are also leveraged through general funds dollars, partnerships with local service providers and in-kind contributions.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The City of Kingsport, Tennessee is a part of the Kingsport-Bristol-Bristol, Tennessee-Virginia Metropolitan Statistical Area and is a Department of Housing and Urban Development Community Development Block Grant Entitlement City. As such, Kingsport receives a formulated amount of funds annually. The CDBG program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-5301 et seq. This year Kingsport expects to receive \$434,064.00 in Community Development Block Grant (CDBG) funds.

The projected use of funds has been developed to give maximum priority to activities that will carry out one of the national objectives as follows:

1. Benefit low- and moderate-income (LMI) families.
2. Aid in the prevention or elimination of slums or blight.
3. Other community development areas which demonstrate a particular urgent need or because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.

The City of Kingsport, Tennessee certifies that the following activities proposed for the coming year meet one of the three above-listed national objectives.

REVENUE:

2024-2025 CDBG Allocation - \$? TBD

2023 Kingsport CDBG Carryover: Approx. \$136,812.00

2022 Kingsport CDBG Carryover: Approx. \$50,000.00

EXPENSES:

Kingsport CDBG Projects:

-Rehabilitation/Emergency Repair:

2024 Annual Allocation: \$?

-Community Enrichment (Public Service):

2023 Annual Allocation: 15%

-Program Administration:

2024 Annual Allocation: 20%

2023 Annual Allocation: \$20,347.40

-Code Enforcement:

2024 Annual Allocation: \$50,000

2023 Kingsport CDBG Carryover: Approx. \$50,000.00

2022 Kingsport CDBG Carryover: Approx. \$28,220.91

-Section 108 Loan:

2024 Annual Allocation: \$70,000

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent, Safe and Affordable Housing	2020	2024	Affordable Housing		Decent, Safe and Affordable Housing	CDBG: \$162,142	Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Decent, Safe, Affordable Housing	2020	2024	Affordable Housing Non-Housing Community Development		Decent, Safe and Affordable Housing	CDBG: \$50,000	Housing Code Enforcement/Foreclosed Property Care: 300 Household Housing Unit
3	Public Services	2020	2024	Non-Housing Community Development		Public Services	CDBG: \$65,110	Public service activities for Low/Moderate Income Housing Benefit: 500 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Decent, Safe and Affordable Housing
	Goal Description	<p>Housing rehab continues to be a need in Kingsport, especially for the low-moderate income households. Due to the older housing stock combined with low income homeowners; there is a great need for repairs ranging from emergency repairs to substantial rehab. We will use a large amount of our CDBG funds for this purpose. We collaborate with organizations such as Holston Habitat for Humanity, Kingsport Housing Redevelopment Authority, Carpenter's Helpers, Appalachia Service Project, and other housing providers in order to provide the maximum assistance possible to these homeowners.</p> <p>Rehabilitation/Emergency Repair:</p> <p>2024 Annual Allocation: \$162,141.60 2023 Annual Allocation: \$162,141.60</p>
2	Goal Name	Decent, Safe, Affordable Housing
	Goal Description	<p>The CDBG program works with the City's office of Code Enforcement and local community based organizations in the identification of housing that poses nuisances to neighborhoods by being severely deteriorated, dilapidated and/or chronically vacant. CDBG funds are also allocated to Code Enforcement efforts, "city-wide", in order to maintain decent, safe and affordable housing in Kingsport. Funding also includes program carryover from the Past Year (PY).</p> <p>2024 Annual Allocation: \$50,000 2023 Annual Allocation: \$50,000 2022 Kingsport CDBG Carryover: Approx. \$? 2021 Kingsport CDBG Carryover: Approx. \$?</p> <p>One of the elements of the CDBG program is the identification and acquisition of dilapidated, vacant housing. The program works with the City's office of Code Enforcement in the identification of housing that poses nuisances to neighborhoods by being severely deteriorated, dilapidated and/or chronically vacant. Funding also includes program carryover from the Past Year (PY).</p>

3	Goal Name	Public Services
	Goal Description	<p>\$25,000 of CDBG Public Service funding is allocated to the United Way for a Homeless Services Liaison. The Homeless Service Liaison provide direct assistance to those who are at-risk or experiencing homelessness. \$40,109.60 of CDBG Public Service/Community Enrichment funds will be made available to local public service agencies who will serve for low-income individuals and families in the City of Kingsport. Funds are subject to 15% cap for Public Service activities.</p> <p>Community Enrichment (Public Service):</p> <p>2024 Annual Allocation: \$65,109.60</p> <p>2023 Annual Allocation: \$65,109.60</p>

DRAFT

AP-35 Projects - 91.420, 91.220(d)

Introduction

The projects the City chose to fund this year were the direct result of citizen input, CDAC recommendations, and basic needs of the community. Through the public hearing/meetings process, public facility improvements, homeless services, enrichment programs, housing rehabilitation, emergency housing repairs and other issues dealing with housing were the highest priorities. The age of housing, the high number of low-income homeowners, and the general low-income population has caused many houses to deteriorate due to lack of private funds to meet the needs. Homeowners many times are forced to live without adequate heating, unsafe wiring, and other unsafe living conditions. CDBG funds will address many of these issues.

#	Project Name
1	Program Administration
2	KAHR Program - Rehabilitation and Emergency Repair
3	Community Enrichment/Public Services
4	HOPE VI/108 Loan
5	Code Enforcement

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Kingsport Community Development has a Community Development Advisory Committee (CDAC). CDAC Acts in an advisory capacity to assist in the planning and implementation of projects as part of the City's CDBG program. CDAC also reviews projects, services, and acts as a liaison with the community. CDAC make recommendations on projects and problems are forwarded to City Council in the annual Action Plan through the Development Services Office. Meetings are held monthly and are open to the public. Time is made available at each meeting for public comment. The meetings are announced on a monthly basis on the City of Kingsport website.

The Community Development Advisory Committee (CDAC) consists of five members. All members are appointed by the Mayor and confirmed by the Board of Mayor and Aldermen. All appointees to the Community Development Advisory Committee shall serve three-year terms.

AP-38 Project Summary
Project Summary Information

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1	Project Name	Program Administration
	Target Area	
	Goals Supported	Decent, Safe and Affordable Housing Decent, Safe, Affordable Housing Public Services
	Needs Addressed	Decent, Safe and Affordable Housing Public Facilities Public Services
	Funding	CDBG: \$86,812
	Description	CDBG funds are allocated for administrative cost to the City of Kingsport for the 2024-2025 program year.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Funding will provide program administration including salary, fringe, supplies, equipment, etc. Program Administration: 2024 Annual Allocation: \$86,812.80
2	Project Name	KAHR Program - Rehabilitation and Emergency Repair
	Target Area	
	Goals Supported	Decent, Safe and Affordable Housing Decent, Safe, Affordable Housing Public Services
	Needs Addressed	Decent, Safe and Affordable Housing Public Facilities Public Services
	Funding	CDBG: \$162,141

	Description	Housing rehab continues to be a need in Kingsport, especially for the low-moderate income households. Due to the older housing stock combined with low income homeowners, there is a great need for emergency repairs. We will use a large amount of our CDBG funds for this purpose. We plan to partner with organizations such as Holston Habitat for Humanity, Kingsport Housing Redevelopment Authority, Carpenter's Helpers, Appalachia Service Project, and other housing providers in order to provide the maximum assistance possible to these homeowners.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Community Development staff estimates 20 low-moderate income households will benefit from this activity.
	Location Description	The activity will take place "city-wide"
	Planned Activities	The program works to correct emergency housing repairs for low-moderate income property owners up to 80% area median income. Dwellings must be an owner-occupied, single-family residence and be located within the city limits of Kingsport. The City of Kingsport intends to make \$175,000 available for emergency home repairs, of that, \$75,000 will be made available to local home repair non-profit organizations through a complete funding application process. Funds will be used to complete emergency home repairs for Kingsport residents. KAHR: \$162,141.60
3	Project Name	Community Enrichment/Public Services
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$65,109

	Description	In 2024-2025, Community Development to fund agencies which perform Public Service functions which serve low and moderate income persons in the City. The maximum amount available for Public Service funding is \$65,109.60 to be distributed to local non-profit agencies who apply for funding and meet funding criteria. Community Development will continue to support the United Way Homeless efforts by providing \$25,000 to for a homeless liaison, who provides direct service and referrals to those experiencing or at-risk for homelessness in the City of Kingsport. The Community Development office will make \$40,109.60 available through a competitive application process to public service organizations in May 2023. The activities proposed by all agencies must meet basic eligibility criteria under CDBG regulations.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	We estimate that more than 500 individuals will benefit from this activity.
	Location Description	This activity will take place "city-wide".
	Planned Activities	In 2023/2024, Community Development to fund agencies which perform Public Service functions which serve low and moderate income persons in the City. The maximum amount available for Public Service funding is \$65,109.60 to be distributed to local non-profit agencies who apply for funding and meet funding criteria. Community Development will continue to support the United Way Homeless efforts by providing \$25,000 to for a homeless liaison, who provides direct service and referrals to those experiencing or at-risk for homelessness in the City of Kingsport. The Community Development office will make \$40,109.60 available through a competitive application process to public service organizations in May 2023. The activities proposed by all agencies must meet basic eligibility criteria under CDBG regulations. Community Enrichment (Public Service): 2023 Annual Allocation: \$65,109.60
4	Project Name	HOPE VI/108 Loan
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services

	Funding	CDBG: \$70,000
	Description	Installment for 108 loan supporting the 2008 HOPE VI project. For Program Year 2024, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	n/a
	Planned Activities	Installment for 108 loan supporting the 2008 HOPE VI project. For Program Year 2023, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal. Section 108 Loan: 2023 Annual Allocation: \$70,000
5	Project Name	Code Enforcement
	Target Area	
	Goals Supported	Decent, Safe, Affordable Housing
	Needs Addressed	Decent, Safe and Affordable Housing
	Funding	CDBG: \$50,000

Description	The CDBG program works with the City's office of Code Enforcement and local community based organizations in the identification of housing that poses nuisances to neighborhoods by being severely deteriorated, dilapidated and/or chronically vacant. CDBG funds are also allocated to Code Enforcement efforts, "city-wide", in order to maintain decent, safe and affordable housing in Kingsport. Funding also includes program carryover from the Past Years (PY).
Target Date	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities	We estimate that more than 300 households will benefit from code enforcements efforts.
Location Description	The activity is "city-wide", however primary focus is often low-moderate area income neighborhoods.
Planned Activities	<p>The CDBG program works with the City's office of Code Enforcement and local community based organizations in the identification of housing that poses nuisances to neighborhoods by being severely deteriorated, dilapidated and/or chronically vacant. CDBG funds are also allocated to Code Enforcement efforts, "city-wide", in order to maintain decent, safe and affordable housing in Kingsport. Funding also includes program carryover from the Past Years (PY).</p> <p>Code Enforcement: 2023 Annual Allocation: \$50,000 2022 Kingsport CDBG Carryover: Approx. \$? 2021 Kingsport CDBG Carryover: Approx. \$?</p>

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Most CDBG funds are not planned based on allocations to specific geographic areas within the City.

Housing rehabilitation funds are offered on a citywide basis, with a “first come-first served” priority.

Demolition funds are not planned for specific areas of city; however, our focus is improving low-moderate income areas of City.

Public Facility improvement funds will focus on low-moderate income areas of the City.

The funds for community services are spread across the city. However, funds are awarded based on the strength of the program and its impacts and not prioritized based on geographic factors.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Housing needs and public services will be addressed citywide because of the nature of the projects themselves. They will serve income-eligible persons with the greatest need.

CDBG funds that assist with demolition and public facilities will prioritize allocating funding in the low-moderate income areas of the City.

Discussion

In years past, the City of Kingsport undertook its CDBG program in certain qualified target areas in the City. Several neighborhoods were transformed as a result. These include Highland, Old Kingsport, Rotherwood Heights, Gibsontown and other smaller areas. As funding has decreased over the years, it has become increasingly difficult to allocate funds in target areas with significant impact. This has driven the City to offer funding to public service agencies and housing rehabilitation clients on a citywide basis.

The City of Kingsport along with Kingsport Housing and Redevelopment Authority has identified the following Redevelopment Districts: Downtown, Stonegate, Crown Point, Kingsport Mall District, East

Stone Commons, Riverwalk, and Lynn Garden.

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Annual Action Plan
2024

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Kingsport, Tennessee CDBG funds will be used to provide emergency repair/minor rehab 20 (20) single-family units.

The process for soliciting & funding applications is generally on a first come first served basis, unless the need is urgent. Homeowners who apply for this assistance do so voluntarily and with the understanding that they are not being displaced under HUD's Acquisition, Relocation, and Displacement Policy. They may be required to find alternative housing during the time period of the rehabilitation project. In some cases, a rehab project may not include the disturbance of lead paint surfaces; however, the City may still deem it in the best interests of the homeowner to find alternative housing with a family member or friend in order that the contractor may expedite the project. This program does not fund the expense of temporary housing for each family.

As a city, Kingsport has discovered there is a definite correlation between the rising cost of land, building materials and development costs as it relates to the lack of affordable housing in the Consortium area. All three of these factors have had a hand in driving up the cost of housing in the Consortium area putting it out of reach to the vast majority of low and moderate-income households. The Consortium members administer a number of ordinances and regulations that may in some ways be considered obstacles to affordable housing; however, each represents an integral part of administration for the greater good of the community.

The following regulations, codes, and policies were examined and determined necessary elements for city-wide planning for public safety and

welfare.

However, as noted each incorporates some degree of impediments to affordable housing:

1. Zoning Regulations
2. Subdivision Regulations
3. New Home Construction Codes
4. Unsafe building abatement codes
5. Property Taxes - City and County
6. Utility Board Restrictions
7. Southern Building Codes/BOCA
8. Code Enforcement
9. Unfunded Mandates
10. Poor Credit History
11. Inadequate Paying Jobs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and

policies affecting the return on residential investment

Efforts to remove barriers to affordable housing include the following:

Continuation of the Fair Housing Program to assure that every citizen has equal access to housing opportunities. Fair Housing Resolutions will be adopted declaring April Fair Housing Month.

Land Use Controls - Planning Commissions will continue working to implement land-use controls that promote housing development in a safe, efficient manner that is harmonious with existing neighborhoods.

Zoning Ordinance - Board of Zoning Appeals shall monitor requests for zoning variances due to hardships imposed by specific zoning regulations to determine if existing regulations are unreasonable.

Building Codes - Continue to monitor the International Building Code and BOCA for changes in restrictions, which might be extraordinary and potentially unreasonable.

Infrastructure Requirements - The Planning and Engineering Departments will scrutinize the impact of infrastructure costs, along with utility fees and subdivision design requirements on the provision of affordable housing.

Discussion

The City of Kingsport follows the State of Tennessee Fair Housing Ordinance in adjudicating fair housing issues and receives services from the East Tennessee Legal Services agency and the Knoxville and Richmond area HUD offices to address the most serious fair housing issues.

The City of Kingsport has previously adopted a Fair Housing Ordinance that prohibits discrimination in housing practices and incorporates provisions of the Civil Rights Act of 1964, the Fair Housing Act of 1968, and the Fair Housing Amendments Act of 1988. The documents include protection for all citizens regardless of race, color, sex, religion, national origin, disability, or familial status.

Presently, there are no private organizations in the community that address fair housing issues or provide fair housing services. Most agencies

within the area tend to provide little more than referral services.

The City of Kingsport, under the HUD program guidelines provides informational programs to the public through printed material, public notices, and local media advertising. The local Board of Realtors, as well as the Mortgage Bankers Association, also provides written materials to the public and to their housing clients.

The First Tennessee Development District also provides informational programs to area realtors, lenders, and appraisers in order to better educate our partners about fair housing practices for Kingsport residents.

Public awareness and education of Fair Housing Laws are a continuing activity. These activities include interviews with the media, distribution of informational brochures, display of Fair Housing posters and publication of information and advertisements to make the public more aware of Fair Housing issues.

Legal Aid of East Tennessee (LAET) is the agency to which the majority of discrimination claims are directed. They report that the greatest number of discriminatory practices involve race and familial status (women with children). Statistical information regarding number of complaints received and their resolution is available from Legal Aid of East Tennessee. LAET has conducted training sessions with property owners and key housing providers and their staff (housing authorities), as well as with tenants, reviewing the Landlord Tenant Act. Regular Fair Housing Act outreach to voucher recipients at Kingsport Housing & Redevelopment Authority is conducted.

Voucher property owners in Kingsport have been trained on the Fair Housing Act, as have the staff members. Additionally, special efforts at outreach regarding the Fair Housing Act have been made to the HOPE VI tenants in Kingsport with the assistance of the Central Baptist Church.

Through these educational programs and services, we are striving to provide information to any who feel they may be experiencing discrimination, whether it be the disabled, the elderly, or those in any of the fair housing protected classes of people.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section discusses other actions to be addressed by the Community Development office of the City of Kingsport.

Actions planned to address obstacles to meeting underserved needs

The City of Kingsport has previously adopted a Fair Housing Ordinance that prohibits discrimination in housing practices and incorporates provisions of the Civil Rights Act of 1964, the Fair Housing Act of 1968, and the Fair Housing Amendments Act of 1988. The documents include protection for all citizens regardless of race, color, sex, religion, national origin, disability, or familial status. The distribution of the “Fair Housing, It’s Your Right” occurs with contacts with CDBG and other program beneficiaries. Fair Housing complaints are received and attended by the Community Development office of the City. As inquiries and complaints are received, either they are reviewed and, as appropriate, forwarded to the Fair Housing office of HUD, the Tennessee Human Rights Commission, or to Legal Services of Upper East Tennessee office which provides fair housing advocacy and counseling. Community Development also provides the locally produced “About Renting” booklet that provides valuable information regarding fair housing rights and remedies. City Community Development staff participates with the Legal Services of Upper East Tennessee staff in providing fair housing training to the staff of the Kingsport Housing and Redevelopment Authority. KHRA staff is traditional points of contact with populations identified as particularly prone to fair housing concerns. The City will be attempting to strengthen and/or expand its cooperative relationship with local agencies. While previous outreach resulted in awareness of new programs and consideration of funding, Community Development hopes to continue development of a better-coordinated approach and build on this new relationship as a vehicle to raise awareness of minority needs in the community at large. Community Development staff has been working with City Planning staff to ensure inclusion of non-discrimination and Fair Housing rights language in various communications the City Planning Department staff produce and distribute to citizens during development proposals. Staff believes that development projects generate a heightened awareness among affected citizenry and these would be excellent times to communicate discrimination and Fair Housing rights.

Actions planned to foster and maintain affordable housing

The City of Kingsport continues to offer rehabilitation and emergency repair to low and moderate income homeowners in the City on a citywide basis. The City believes this program not only provides decent, safer, and more accessible housing for those families and individuals in need, but overall help maintain an affordable housing stock for the city. The City of Kingsport will continue to work with our Kingsport Housing and Redevelopment Authority in providing affordable housing opportunities to low-

moderate income citizens of Kingsport.

Actions planned to reduce lead-based paint hazards

Housing rehabilitation programs and modernization of public housing units by the Kingsport Housing and Redevelopment Authority will continue to abate lead-based paint as it is encountered. Each unit rehabilitated by the City will be assessed for existing and potential lead-based paint hazards, which will be abated. All households receiving home repair assistance will receive "Lead Based Paint" information booklet. The number of units targeted for rehabilitation or emergency repair is 20.

Actions planned to reduce the number of poverty-level families

Employment opportunities are the key to reducing the number of households living in poverty. Many times a lack of education and/or skills training for many adults limit their employment potential. Improving the economy within the Consortium area is an essential element in the anti-poverty strategy. Kingsport's Economic Development Task Force, Bristol, Tennessee's Industrial Development Board, Bristol, Virginia's Economic Development Committee, and Johnson City's Economic Development Board all are working to increase opportunities for families living in poverty.

In June 2004, the Sullivan County Economic Development Partnership was formed. It is composed of the cities of Bluff City, Bristol, Kingsport, and Sullivan County, Tennessee. The Partnership is a governmental entity that consolidates the economic development program for all of Sullivan County. This entity is charged to establish, coordinate, and implement a comprehensive economic development agency whose purpose is to develop and implement an overall economic development strategic plan. The Partnership seeks to stimulate development in new manufacturing and services, existing businesses, retail destinations/venues, small business and startups and support hospitality and tourism.

Objectives used to meet this goal involve the use of federal funds for homeownership assistance, rehabilitation of housing, infrastructure improvement, utility tap fees, and PSAs to educate the public about fair housing choice. Efforts will be coordinated with the local Housing Authorities Comprehensive Grant programs to provide rental units for low-income elderly, handicapped, and families.

Community Development staff will continue to work with the City of Kingsport Planning and Economic Development Departments to increase economic development and opportunity for low-moderate income citizens of Kingsport.

Actions planned to develop institutional structure

There are no proposals to change the existing Institutional Structure. The Kingsport Housing and Redevelopment Authority is not considered a "troubled" public housing agency and most of the

other public and social service agencies in the Kingsport area are very well organized and strong. Actions to improve the structure will be taken, as they become apparent.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has a tradition of supporting Public Service agencies with Federal and local funding. In 2024/2025, Community Development proposes to fund agencies, which perform Public Service functions, which serve low and moderate-income persons in the City. The maximum amount available for Public Service funding is 15% to be distributed to local non-profit agencies who apply for funding and meet funding criteria. Community Development will continue to support the United Way Homeless efforts by providing \$25,000 to for a homeless liaison, who provides direct service and referrals to those experiencing or at-risk for homelessness in the City of Kingsport. The Community Development office will solicit applications from public service organization in May 2024. The activities proposed by all agencies must meet basic eligibility criteria under CDBG regulations.

HOPE VI – For Program Year 2024, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

Discussion

While the City of Kingsport is a regional leader in economic development strategies, the Community Development Block Grant program is not regularly utilized for these efforts.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City of Kingsport remains committed to improving the lives of all citizens, particularly those who the CDBG program is designed to serve. The City of Kingsport anticipates spending approx. 80% or more on activities to address the needs of LMI persons in our city.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

Discussion

The City of Kingsport remains committed to improving the lives of all citizens, particularly those who the CDBG program is designed to serve.

Attachments

DRAFT

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

1640834
1005750

Kingsport, TN August 31, 2023

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of August 31, 2023, and appearing 1 consecutive weeks/times, as per order of City of Kingsport-Finance

Signed Joanne Koehler

NOTICE OF PUBLIC MEETING

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 Community Development Advisory Committee will conduct a Public Meeting during its meeting on September 6, 2023 to provide an opportunity for citizens to express views regarding the following:

- 1. 2024-2025 Annual Action Plan
- 2. 2022-2023 Consolidated Annual Performance and Evaluation

By Joanne Koehler

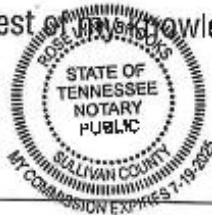
Citizens that attend are strongly encouraged to practice social distancing and wear their masks during the course of the meeting.

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) 223-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible format upon request.

CITY OF KINGSPORT
Angie Marshall, Deputy City Records
PIT: 8/31/2023

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 31st day of August 2023, Joanne Koehler of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.



Rose Lynn Brooks
NOTARY PUBLIC

My commission expires _____



Kingsport Times-News
Johnson City Press
The MAT-300

Erwin Record
Herald & Tribune
The Tomahawk

PDF FILE 09/11/2023

START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SIZE	LINE'S	PLN'S	RATE	AMOUNT
			Balance Forward						\$352.10
08/02		2577187	Payment - Check/Money Order 816748						(352.10)
07/26	08/02	10001637489-0726	PUBLIC NOTICE Payment to Kingsport Times News	Building	2.00 x 44 LI	58	2	\$1.85	\$365.08
07/26	08/02	10001637492-0726	PUBLIC NOTICE Payment to Kingsport Times News	Building	2.00 x 48 LI	62	2	\$1.55	\$340.44
06/02	08/02	10001638821-0602	Kingsport Neighborhood Comm Kingsport Times News	Building	2.00 x 24 LI	49	1	\$1.54	\$31.07
08/08	08/03	10001638709-0803	PUBLIC NOTICE NOTICE IS H Kingsport Times News	Maxine Poole	2.00 x 28 LI	56	1	\$2.20	\$23.15
08/05	08/05	10001638955-0805	REGULAR MEETING & PUBLI Kingsport Times News	CIMOC PENAL	2.00 x 36 LI	70	1	\$2.11	\$21.47
08/31	08/31	10001640839-0831	NOTICE OF PUBLIC MEETING Kingsport Times News	PLANNING	2.00 x 66 LI	138	1	\$1.35	\$232.19

RECEIVED
SEP 11 2023
CITY OF KINGSPORT
CITY CLERK'S OFFICE

INVOICE AND STATEMENT OF ACCOUNT		CITY OF KINGSPORT FINANCE		CITY OF KINGSPORT FINANCE		CITY OF KINGSPORT FINANCE		CITY OF KINGSPORT FINANCE	
51,829.24	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL AMOUNT DUE			
Archie Steves 425-723-1113		UN/01/2023 - 08/31/2023	1005750	1005750	CITY OF KINGSPORT-FINANCE				

MAKE CHECKS PAYABLE TO Six Rivers Media LLC
P.O. Box 4307
Johnson City, TN 37602

Payment is due upon receipt.
Accounts over 30 days will be assessed a
finance charge of 1 1/2% per month (18% APR)

SIXRIVERS MEDIA
701 Lynn Garden Drive
Kingsport, TN 37602
(423) 248-8121

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR RECEIPTANCE			
08/01/2023 - 08/31/2023	CITY OF KINGSPORT-FINANCE		
TOTAL AMOUNT DUE	\$1,820.24	\$0.00	Net + 30
TOTAL AMOUNT	\$1,820.24	\$0.00	\$0.00

ADVERTISING INVOICE and STATEMENT		Archie Steves@KingsportTN.gov	
1 of 2	08/31/2023	CITY OF KINGSPORT-FINANCE	
1005750	CITY OF KINGSPORT-FINANCE		SIX RIVERS MEDIA LLC
1005750	415 BROAD STREET A1 FN ANGE MARSHALL KINGSPORT, TN 37602		PO BOX 4607 JOHNSON CITY, TN 37602-4607

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

Ad # 1652632
Act. # 1005750

Kingsport, TN March 1, 2024

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of March 1, 2024, and appearing 1 consecutive weeks (times), as per order of _____

City of Kingsport - Finance

Signed Ashley Blevins

NOTICE
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 Kingsport Board of Mayor and Aldermen will conduct a Public Hearing to receive citizen input concerning the City's 2024 Annual Action Plan for Housing and Community Development. The 2024 Annual Action Plan describes proposed activities of the City's Community Development Program for the period of July 1, 2024 through June 30, 2025 utilizing Community Development Block Grant funds.

Activities addressed by the CDBG program must meet at least one of three National Objectives:

1. Provide benefit to low and moderate income families
2. Aid in the prevention or elimination of slum and blight
3. Address community needs having a particular urgency because they the lobby until it is their turn to give their public officials

Citizens that attend are strongly encouraged to practice social distancing and wear their masks during the course of the meeting.

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) 225-9401, ext. 6 or by emailing ADAC@cityofkingsporttn.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, Deputy City Recorder
PIT: 3/1/24

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 1st day of March 2024, Ashley Blevins

of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.



Rose Lynn Brooks
NOTARY PUBLIC

My commission expires _____

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
---	---	--

* 3. Date Received: 04/24/2024	4. Applicant Identifier: CDBG
--	---

5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: B-23-MC-47-0004
--	---

State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: City of Kingsport		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 62-60000323	* c. UEI: YE45C4JZC5U1	

d. Address:

* Street1:	415 Broad Street
Street2:	_____
* City:	Kingsport
County/Parish:	Sullivan
* State:	TN: Tennessee
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code:	37660-4265

e. Organizational Unit:

Department Name: Community Development	Division Name: Community Development
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.	* First Name: Michael
Middle Name: _____	
* Last Name: Price	
Suffix: _____	
Title: Community Development Planner	
Organizational Affiliation: City of Kingsport, TN	
* Telephone Number: 423-224-2877	Fax Number: _____
* Email: michaelprice@kingsporttn.gov	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development (HUD)

11. Catalog of Federal Domestic Assistance Number:

14218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

N/A Entitlement

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/a

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

CDBG funds used for projects and activities to benefit low and moderate families.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="434,064.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="434,064.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor, City of Kingsport
APPLICANT ORGANIZATION City of Kingsport, TN	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Mayor, City of Kingsport
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024-2025 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Mayor, City of Kingsport
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Mayor, City of Kingsport
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

1640834
1005750

Kingsport, TN August 31, 2023

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of August 31, 2023, and appearing 1 consecutive weeks/times, as per order of City of Kingsport-Finance

Signed: Joanne Koehler

NOTICE OF PUBLIC MEETING

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 Community Development Advisory Committee** will conduct a **Public Meeting** during its meeting on **September 8, 2023** to provide an opportunity for citizens to express views regarding the following:

1. 2024-2025 Annual Action Plan
2. 2022-2023 Consolidated Annual Performance and Evaluation Report (CARER)

When the conference room is full, the public is welcome to wait in the lobby until it is their turn to give their public comment.

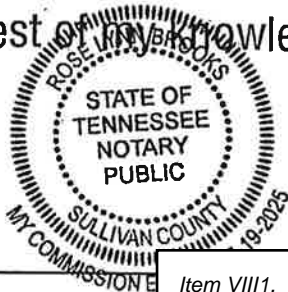
Citizens that attend are strongly encouraged to practice social distancing and wear their masks during the course of the meeting.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Recorder
PIT: 8/31/2023

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 31st day of August 2023, Joanne Koehler of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.



Rose Lynn Brooks
NOTARY PUBLIC

My commission expires _____

Item VIII.1.



Kingsport Times-News
Johnson City Press
The NET360

Erwin Record
Herald & Tribune
The Tomahawk

10	11	12	13	14	15	16	17	18	19	20
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
			Balance Forward						\$852.10	
08/21		P277187	Payment - Check/Money Order 618749						(\$852.10)	
07/26	08/02	10001637489-0726	PUBLIC NOTICE Pursuant to Affidavit	xKingsport Times News	2.00 x 44 Li	88	2	\$1.85	\$325.96	
									\$5.00	<i>Building</i>
07/26	08/02	10001637492-0726	PUBLIC NOTICE Pursuant to Affidavit	xKingsport Times News	2.00 x 46 Li	92	2	\$1.85	\$340.44	
									\$5.00	<i>Building</i>
08/02	08/02	10001638621-0802	Kingsport Neighborhood Comm Affidavit	xKingsport Times News	2.00 x 24 Li	48	1	\$1.94	\$93.07	
									\$5.00	<i>MAXINE POOLE</i>
08/03	08/03	10001638775-0803	PUBLIC NOTICE NOTICE IS H Affidavit	xKingsport Times News	2.00 x 28 Li	56	1	\$2.20	\$123.15	
									\$5.00	<i>CINC PENAL</i>
08/05	08/05	10001638966-0805	REGULAR MEETING & PUBLI Affidavit	xKingsport Times News	2.00 x 39 Li	78	1	\$2.11	\$164.47	
									\$5.00	<i>PLANNING</i>
08/31	08/31	10001640834-0831	NOTICE OF PUBLIC MEETING Affidavit	xKingsport Times News	2.00 x 68 Li	136	1	\$1.85	\$252.15	
									\$5.00	<i>PLANNING</i>

RECEIVED

SEP 11 2023

CITY OF KINGSPORT
 CITY CLERK'S OFFICE

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	Over 90 DAYS	UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$1,329.24		\$0.00	\$0.00	\$0.00	\$0.00		\$1,329.24	
24	SALES REP/PHONE #	ADVERTISER INFORMATION							
	Ashley Blevins 423-723-1412	1	BILLING PERIOD	0	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			08/01/2023 - 08/31/2023		1005750		1005750		CITY OF KINGSPORT-FINANCE

MAKE CHECKS PAYABLE TO **Six Rivers Media LLC**
 P.O. Box 4807
 Johnson City, TN 37602

Payment is due upon receipt.
 Accounts over 30 days will be assessed a
 finance charge of 1 1/2% per month (18% APR)



701 Lynn Garden Drive
 Kingsport, TN 37660
 (423) 246-8121

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME		
	08/01/2023 - 08/31/2023		CITY OF KINGSPORT-FINANCE		
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT		
	\$1,329.24		Net + 30		
21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS
	\$1,329.24		\$0.00	\$0.00	\$0.00

ADVERTISING INVOICE and STATEMENT

AngieMarshall@KingsportTN.gov

4	PAGE #	5	BILLING DATE	6	BILLING ACCOUNT NAME AND ADDRESS	9	REMITTANCE ADDRESS
	1 of 2		08/31/2023				
8	BILLED ACCOUNT NUMBER	CITY OF KINGSPORT-FINANCE 415 BROAD STREET ATTN ANGIE MARSHALL KINGSPORT, TN 37660				SIX RIVERS MEDIA LLC PO BOX 4807 JOHNSON CITY, TN 37602-4807	
	1005750						
7	ADVERTISER/CLIENT NUMBER						
	1005750						

Item VIII 1.

KINGSPORT TIMES-NEWS

PUBLICATION CERTIFICATE

Ad # 1652632
Act. # 1005750

Kingsport, TN March 1, 2024

This is to certify that the Legal Notice hereto attached was published in the Kingsport Times-News, a daily newspaper published in the City of Kingsport, County of Sullivan, State of Tennessee, beginning in the issue of March 1, 2024, and appearing 1 consecutive weeks (times), as per order of _____

City of Kingsport - Finance

Signed Ashley Blevins

NOTICE

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 Kingsport Board of Mayor and Aldermen will conduct a Public Hearing to receive citizen input concerning the City's 2024 Annual Action Plan for Housing and Community Development. The 2024 Annual Action Plan describes proposed activities of the City's Community Development Program for the period of July 1, 2024 through June 30, 2025 utilizing Community Development Block Grant funds.

Activities addressed by the CDBG program must meet at least one of three National Objectives:

1. Provide benefit to low and moderate income families
2. Aid in the prevention or elimination of sUm and blight
3. Address community needs having a particular urgency because they the lobby until it is their turn to give their public comment

Citizens that attend are strongly encouraged to practice social distancing and wear their masks during the course of the meeting.

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

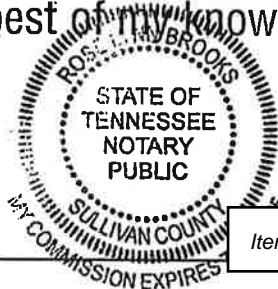
CITY OF KINGSPORT
Angie Marshall, Deputy City Recorder
PIT: 3/1/24

STATE OF TENNESSEE, SULLIVAN COUNTY, TO-WIT:

Personally appeared before me this 1st day of March

2024, Ashley Blevins

of the Kingsport Times-News and in due form of law made oath that the foregoing statement was true to the best of my knowledge and belief.



Rose Lynn Brooks
NOTARY PUBLIC

My commission expires _____

Item VIII 1.

ORDINANCE NO.

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

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

SECTION I. That the General Fund be amended by accepting a \$1,000 donation from the Chamber of Commerce to the From Corporations line (110-0000-364.20-00) and by accepting a Driver Safety Grant from PEP in the amount of \$5,000 and a \$13,060 reimbursement from CVO Enterprises for repair of Fiber Optic cable to the Miscellaneous line (110-0000-368.99-00) for a total of \$19,060, by increasing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$6,000 and the To State Street Aid line (110-4804-481.70-23) by \$13,060, and by transferring \$75,000 from the Miscellaneous line (110-4810-481.20-99) to the SBK Animal Control line (110-1005-405.80-51) to cover operations for the rest of the fiscal year.

SECTION II. That the General Projects-Special Revenue Fund be increased by appropriating \$1,000 from the General Fund to the LNG Training Project (NC2416), by appropriating \$5,000 from the General Fund to the Driver Safety Training project (NC2417), and by accepting a Firewall Enhancement Grant from the State of Tennessee to the Firewall Enhancement project (NC2418) in the amount of \$15,000.

SECTION III. That the State Street Aid Fund be increased by accepting \$13,060 from the General Fund to the From General Fund line (121-0000-392.01-00) and increasing the Traffic Signal Supplies line (121-4024-461.30-27) by \$13,060.

Account Number/Description:

General Fund: 110

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-364.20-00 From Corporations	0	1,000	1,000
110-0000-368.99-00 Miscellaneous	279,288	18,060	297,348
Total:	279,288	19,060	298,348

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-1005-405.80-51 SBK Animal Control	425,000	75,000	500,000
110-4804-481.70-23 To State Street Aid	1,166,200	13,060	1,179,260
110-4804-481.70-35 To Gen Proj-Special Rev	970,645	6,000	976,645
110-4810-481.20-99 Miscellaneous	200,000	(75,000)	125,000
Total:	2,761,845	19,060	2,780,905

General Projects-Special Revenue Fund: 111

LNG Training (NC2416)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-391.01-00 From General Fund	20,000	1,000	21,000
Total:	20,000	1,000	21,000

Expenditures:	\$	\$	\$
111-0000-601.20-40 Travel Expense	5,000	0	5,000
111-0000-601.20-41 Registration Fee/Tuition	5,000	0	5,000
111-0000-601.20-45 Training	10,000	1,000	11,000
Total:	20,000	1,000	21,000

Driver Safety Training (NC2416)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-391.01-00 From General Fund	0	5,000	5,000
Total:	0	5,000	5,000

Expenditures:	\$	\$	\$
111-0000-601.20-45 Training	0	5,000	5,000
Total:	0	5,000	5,000

Firewall Enhancement (NC2417)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-337.60-10 TN Dept of Safety-DHS	0	15,000	15,000
Total:	0	15,000	15,000

Expenditures:	\$	\$	\$
111-0000-601.90-03 Improvements	0	15,000	15,000
Total:	0	15,000	15,000

Account Number/Description:

Fund 121: State Street Aid Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
121-0000-391.01-00 From General Fund	1,166,200	13,060	1,179,260
Total:	1,166,200	13,060	1,179,260

Expenditures:	\$	\$	\$
121-4024-461.30-27 Traffic Signal Supplies	124,518	13,060	137,578
Total:	124,518	13,060	137,578

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26

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

Action Form No.: AF-118-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
Each year the City of Kingsport enters into agreements with the State for reimbursement of maintenance performed on state routes in the city limits. The main agreement includes Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard and limited portions of Rock Springs Road, Rock Springs Drive and Poplar Grove. Maintenance activities for this agreement include: shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control. A separate agreement covers John B. Dennis and a limited portion of I-26. Activities on these two roads include litter and mowing. Tracked on a monthly basis, these activities are performed by Traffic Engineering, Street Maintenance and Right-of-Way Maintenance. Reimbursement is requested no more than monthly based on the terms of the contract. Most costs are reimbursed at \$0.17 per square yard. Reimbursement is limited to 12 litter control cycles and 6 mowing cycles annually. The limiting amount of the contract is \$270,691.17 for FY 2025. Total roadway surface equals 1,592,301 square yards. Mowing acreage totals 201 at \$50 per acre, and litter control covers 150.72 miles at \$60 per mile. Mowing and litter control for John B. Dennis and I-26 includes 138.47 acres of mowing and 24.57 miles of litter control for a total amount of \$59,240.40.

Attachments:
1. Resolution
2. Agreements

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

Item XI1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2025 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED WITHIN THE KINGSPORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS HIGHWAY AND INTERSTATE 26; AND EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, the city desires to enter into a contract for fiscal year 2025 with the State of Tennessee Department of Transportation (TDOT) for reimbursement of maintenance activities performed on designated state highway routes located within the Kingsport city limits; and

WHEREAS, the routes included in the contract are Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard, limited portions of Rock Springs Road, Rock Springs Drive, Poplar Grove, John B. Dennis Highway and a portion of I-26; and

WHEREAS, the maintenance activities include shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control; and

WHEREAS, the maximum amount of the contract is \$270,691.17 for fiscal year 2025; and

WHEREAS, the contract for mowing and litter control for John B. Dennis includes 150.72 acres of mowing and 24.57 miles of litter control for a total contract amount of \$59,240.40.

Now therefore,

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

SECTION I. That an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract#: CMA 2505

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

8. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred eighty-nine thousand seven hundred eighty-four dollars and thirty-seven cents (\$289,784.37). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley
3213 North Roan Street
Johnson City, TN 37601

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

- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any

other contract the Contractor has with the State of Tennessee, may be made by ACH; and

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

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

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

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this 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.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as

requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this 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 Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley Maintenance Team Lead

State of Tennessee Department of Transportation 3213 North Roan Street, Johnson City, TN 37601

brandon.worley@tn.gov

Telephone# 423-282-0651

FAX # 423-854-5310

The Contractor:

Michael Thompson Public Works Director

415 Broad Street Kingsport, TN 37660 Michael.Thompson@kingsporttn.gov Telephone# 423-229-

9470

FAX# 423-224-2756

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the 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 the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits 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 an agreement with the Tennessee Department of Transportation for maintenance along John B. Dennis Highway and Interstate 26 consisting of mowing and litter removal, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the State of Tennessee Department of Transportation for mowing and litter removal along John B. Dennis Highway and Interstate 26 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract#: CMA 2506

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-nine thousand two hundred forty dollars and forty cents (\$59,240.40). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required.

The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley
3213 North Roan Street
Johnson City, TN 37601

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

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

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

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

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

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this 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.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable

because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this 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 Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley Maintenance Team Lead

State of Tennessee Department of Transportation 3213 North Roan Street, Johnson City, TN 37601

brandon.worley@tn.gov

Telephone# 423-282-0651

FAX# 423-854-5310

The Contractor:

Michael Thompson Public Works Director City of Kingsport

415 Board Street Kingsport, TN 37660-4237 MichaelThompson@kingsporttn.gov Telephone# 423-

229-9470

FAX# 423-224-2756

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the 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 the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD

E.5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations

governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 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 VII. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562
Contract #: CMA 2505

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred eighty-nine thousand seven hundred eighty-four dollars and thirty-seven cents (\$289,784.37). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley
3213 North Roan Street
Johnson City, TN 37601

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this 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.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this 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 Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley
Maintenance Team Lead
State of Tennessee Department of Transportation
3213 North Roan Street, Johnson City, TN 37601
brandon.worley@tn.gov
Telephone # 423-282-0651
FAX # 423-854-5310

The Contractor:

Michael Thompson
Public Works Director
415 Broad Street Kingsport, TN 37660
Michael.Thompson@kingsporttn.gov
Telephone # 423-229-9470
FAX # 423-224-2756

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the 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 the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

THE CITY OF KINGSPORT:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

LESLIE SOUTH, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers to municipalities.

Item X11.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$ 0.17
Total Roadway Surface Area (YD^2):	1592301
Calculated Maximum Reimbursement (Roadway Surface):	\$ 270,691.17

Roadway Surface Inventory Worksheet													
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)	
SR001	West Stone Drive	BEGIN	Kaywood Avenue	1G	No	39.84	40.9	5596.8	102	16	5210	58220.40	
SR001	West Stone Drive	CHANGE	Netherland Inn Rd.	1G	No	40.9	41.3	2112	97	22	2976	19786.67	
SR001	West Stone Drive	CHANGE	Hawkins/Sullivan County Line	1G	No	0	1.33	7022.4	98	20	9823	66643.13	
SR001	West Stone Drive	CHANGE	Afton Street	1F	No	1.33	1.65	1689.6	86	16	2667	13478.07	
SR001	East Stone Drive	CHANGE	End of I-26 W Ramp towards K	1D	No	1.97	7.42	28776	102	11	2020	324108.00	
SR001	East Stone Drive	CHANGE	Beechnut Drive	1G	No	6.46	8.44	10454.4	99	27	11992	103006.40	
SR001	East Stone Drive	END	Ollis Bowers Hill	1G	No	8.44	11.56	16473.6	98	30	51678	127701.20	
SR036	Kingsport Highway	BEGIN	Regency Drive	1C	No	2.271	2.703	2280.96	24	0	0	6082.56	
SR036	Kingsport Highway	CHANGE	I-81 Ramps	1C	No	2.703	3	1568.16	75	20	344	12724.00	
SR036	Kingsport Highway	CHANGE	Colonial Heights	1C	No	3	4.37	7233.6	70	18	2080	54181.33	
SR036	Fort Henry Drive	CHANGE	Overhead CSX Railroad	1G	No	4.37	5.36	5227.2	74	32	6902	36077.20	
SR036	Fort Henry Drive	CHANGE	Kenridge Street	1D	No	5.36	6.47	5860.8	76	9	500	48991.20	
SR036	Fort Henry Drive	CHANGE	SR 93	1D	No	6.47	7.819	7122.72	65	13	1294	50147.87	
SR036	Fort Henry Drive	CHANGE	Indian Ct	1F	No	7.819	8.38	2962.08	66	19	4227	17494.92	
SR036	West Center Street	CHANGE	Prospect Drive	1D	No	8.38	10.54	11404.8	60	0	0	76032.00	
SR036	West Center Street	END	90 Degree Right Turn	1D	No	10.54	13.56	15945.6	44	9	1157	76799.27	
SR093	Sullivan Gardens	BEGIN	Sullivan Gardens Drive	1D	No	4.48	5.01	2798.4	82	0	0	25496.53	
SR093	Sullivan Gardens	CHANGE	Galemont Drive	1D	No	5.01	6.2	6283.2	65	21	1330	44048.67	
SR093	John B. Dennis	CHANGE	End Crossover	1D	No	11.92	13.71	9451.2	98	16	13958	89536.67	
SR093	John B. Dennis	END	Brookside Drive	1G	No	0.445	1.006	2349.6	67	11	2284	15207.47	
SR126	South Wilcox Drive	BEGIN	SR 93	1F	No	0.445	1.006	2962.08	78	0	0	25671.36	
SR126	South Wilcox Drive	SHIFT	90 Degree Right Turn	1D	No	1.006	1.23	1182.72	62	0	0	8147.63	
SR126	South Wilcox Drive	CHANGE	Haga Road	1D	No	1.23	1.9	3537.6	78	0	0	30659.20	
SR126	South Wilcox Drive	CHANGE	Ward Place	1D	No	1.9	2.18	1478.4	75	0	0	12320.00	
SR126	South Wilcox Drive	CHANGE	Overhead CSX Railroad	1D	No	2.18	2.52	1795.2	66	0	0	13164.80	
SR126	South Wilcox Drive	CHANGE	Industry Drive	1F	No	2.52	3.11	3115.2	44	21	4848	10381.87	
SR126	North Wilcox Drive	CHANGE	Lincoln Street	1F	No	3.11	3.32	1108.8	88	13	938	9903.60	
SR126	Memorial Blvd.	CHANGE	East Center Street	1F	No	3.32	4.41	5755.2	60	15	3375	34993.00	
SR126	Memorial Blvd.	CHANGE	Kenmore Drive	1F	No	4.41	4.55	739.2	85	26	678	6303.33	
SR126	Memorial Blvd.	CHANGE	Light at End of Control Access	1A	No	4.55	4.895	1821.6	38	12	226	7465.20	
SR126	Memorial Blvd.	CHANGE	Strafford Road	1A	No	4.895	5.81	4831.2	36	0	0	19324.80	
SR126	Memorial Blvd.	END	Old Stage Rd.	1A	No	5.81	0.7	6441.6	22	0	0	15746.13	
SR346	West Carter Valley Rd	BEGIN	Mcconnell Rd.	1A	No	0.7	1.92	1193.6	20	0	0	24874.67	
SR347	Poplar Grove Rd	BEGIN	Oak Forest Pl.	1A	No	8.5	10.62	1193.6	36	0	0	44352.00	
SR355	Industrial Drive	BEGIN	SR 126	1B	No	0	2.1	11088	60	11	1002	7798.00	
SR355	Industrial Drive	CHANGE	Ft. Robinson Drive	1C	No	2.1	2.35	1320	60	0	0	6476.80	
SR355	Industrial Drive	END	Lynn Garden Drive	1C	No	2.35	2.58	1214.4	48	0	0	1592301	
								Total Length (mi.):	41.139	Total Roadway Surface:			1592301

Item X11.

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres that the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre:	\$ 50.00
Calculated Maximum Reimbursement (Mowing):	\$ 10,050.00

Approved Mowing Reimbursement Per Acre: \$ 50.00
 Calculated Maximum Reimbursement (Mowing): \$ 10,050.00

Mowing Inventory Worksheet									
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)	
SR001(Hawthorn)	1G	39.88	41.36	1.755		1.755	6	10.53	
R001(Sullivan)	1G	6.83	11.48	13.172		13.172	6	79.032	
R036	1G	4.37 / 7.75	5.36 / 8.38	3.01		3.01	6	18.06	
R093	1G	6.08	7.16	1.995		1.995	6	11.97	
R093	1G	11.90	13.80	10.9		10.9	6	65.4	
SR126	1F	0.0 / 2.09	0.26 / 4.47	2.55		2.55	6	15.3	
SR355	1F	2.05	2.21	0.08		0.08	6	0.48	
Total Contract Area (acres):								201	

Item XI1.

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles, which the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Approved Litter Reimbursement Per Mile:	\$ 60.00
Calculated Maximum Reimbursement (Litter):	\$ 9,043.20

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR001	1G	39.84 / 6.83	2.31 / 11.44	6.81	1	6.81	\$ 60.00	12	81.72	\$ 4,903.20
SR036	1G	4.37 / 7.75	5.36 / 8.38	1.33	1	1.33	\$ 60.00	12	15.96	\$ 957.60
SR093	1G	6.08	7.19	1.11	1	1.11	\$ 60.00	12	13.32	\$ 799.20
SR093	1G	11.9	13.8	1.9	1	1.9	\$ 60.00	12	22.8	\$ 1,368.00
126	1F	0.0 / 2.09	0.26 / 4.47	1.31	1	1.31	\$ 60.00	12	15.72	\$ 943.20
355	1F	2.047	2.211	0.1	1	0.1	\$ 60.00	12	1.2	\$ 72.00
Total Contract Litter (mi.):									150.72	\$ 9,043.20

Item X11.

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

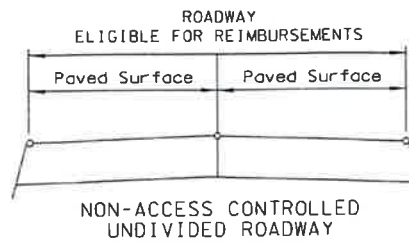


FIGURE 1A

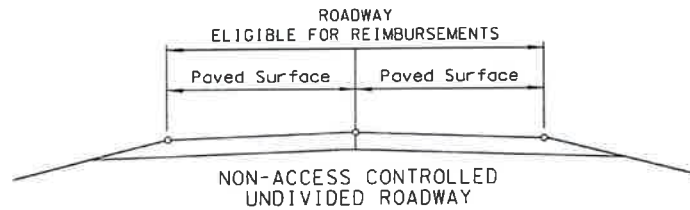


FIGURE 1B

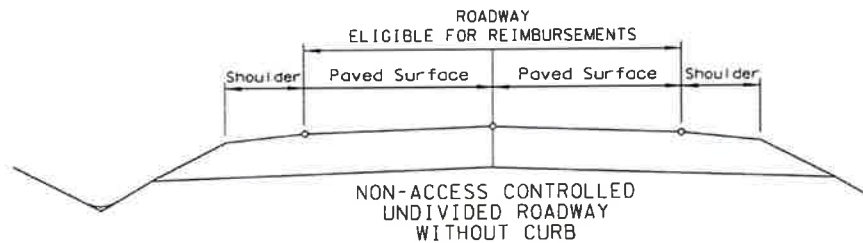


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

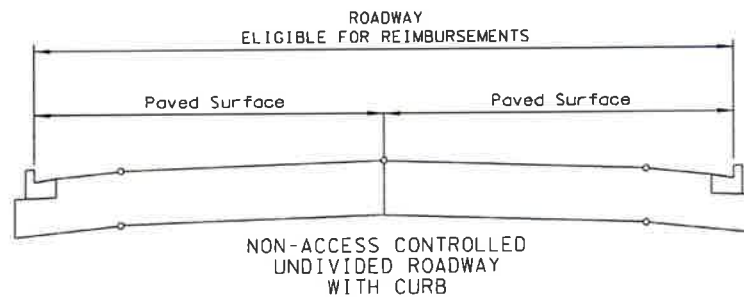


FIGURE 1D

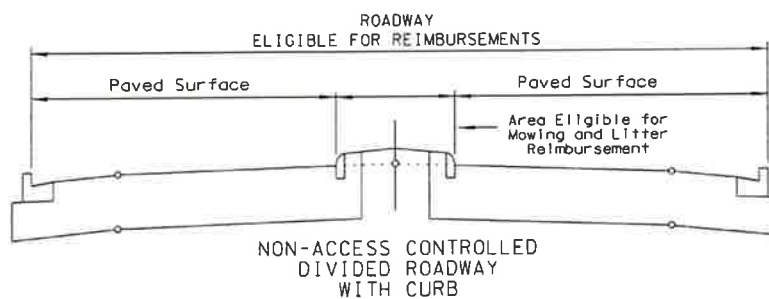


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

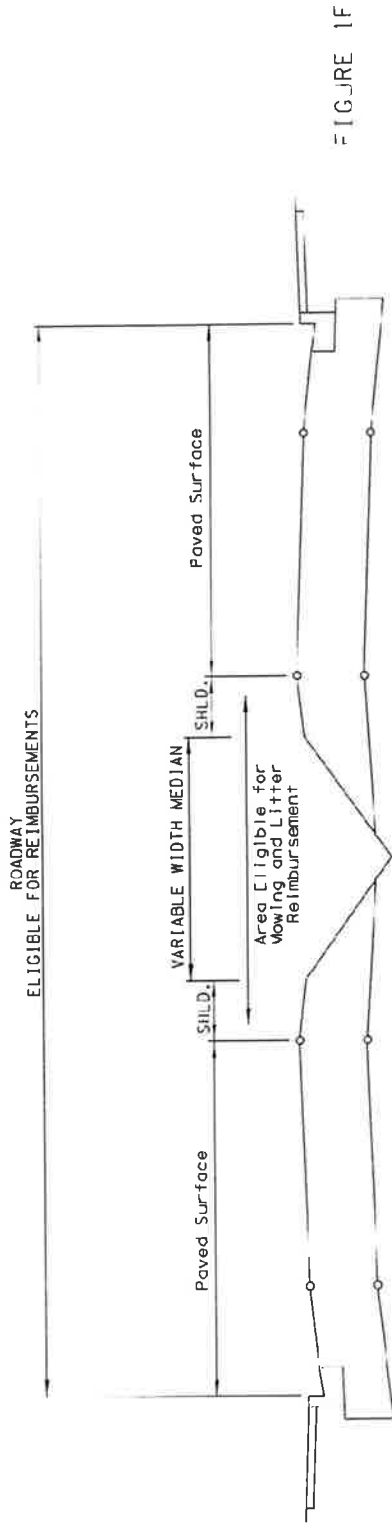


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

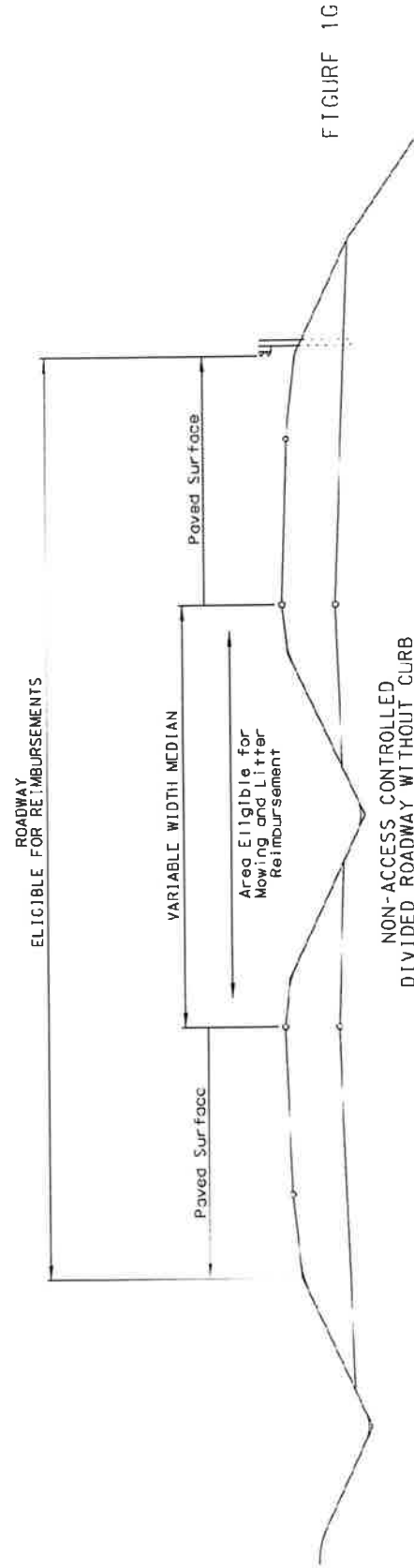


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

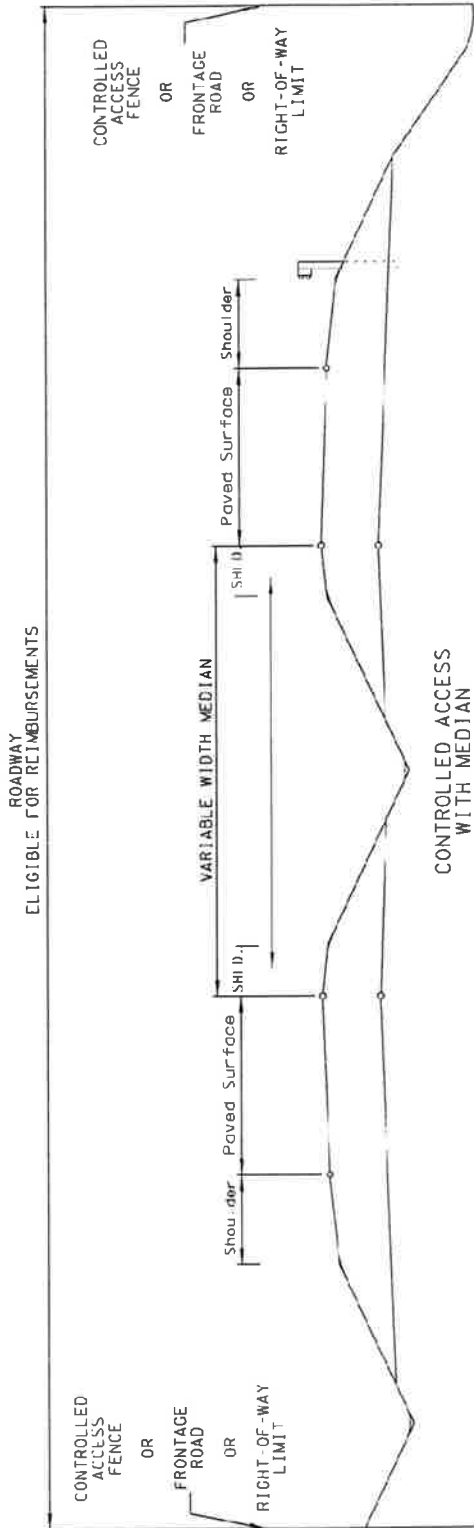


FIGURE 2A

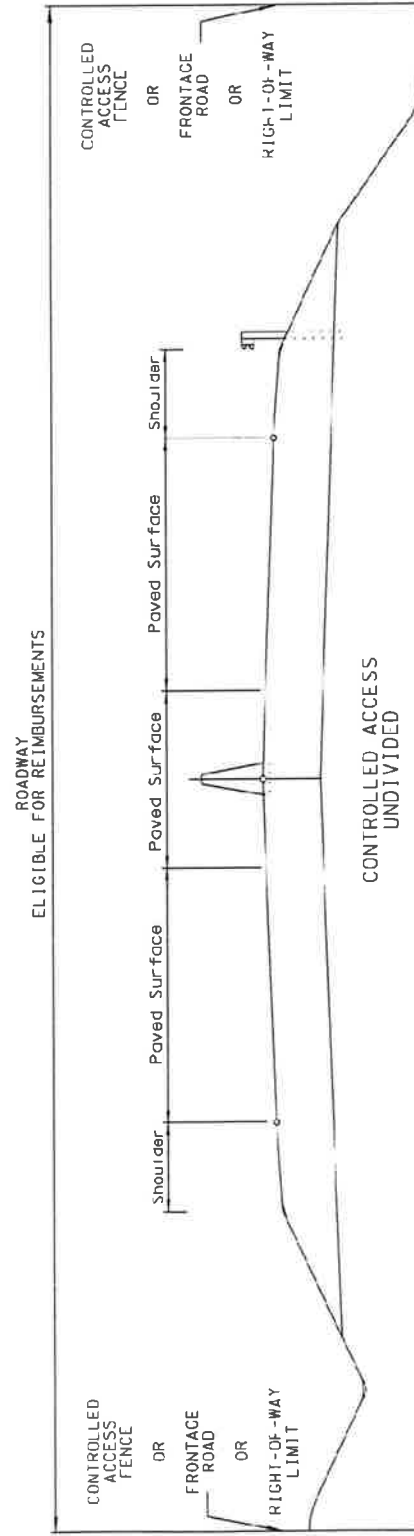


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2024-2025 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2024-2025 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562
Contract #: CMA 2506

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-nine thousand two hundred forty dollars and forty cents (\$59,240.40). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley
3213 North Roan Street
Johnson City, TN 37601

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation

- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this 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.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this 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 Contract are declared severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley
Maintenance Team Lead
State of Tennessee Department of Transportation
3213 North Roan Street, Johnson City, TN 37601
brandon.worley@tn.gov
Telephone # 423-282-0651
FAX # 423-854-5310

The Contractor:

Michael Thompson
Public Works Director
City of Kingsport
415 Board Street Kingsport, TN 37660-4237
MichaelThompson@kingsporttn.gov
Telephone # 423-229-9470
FAX # 423-224-2756

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the 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 the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

THE CITY OF KINGSPORT:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

LESLIE SOUTH, GENERAL COUNSEL

DATE

“EXHIBIT A”
GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
435	Machine Mowing**	Acres
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of the removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of removing dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas, and ramps at interchanges by mechanical sweeping or other approved means, as detailed below.

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre:	\$ 50.00
Calculated Maximum Reimbursement (Mowing):	\$41,550.00

Mowing Inventory Worksheet

Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
6 R93 Item X11.	2A	3.1	6.55		86.2	86.2	6	517.20
	2A	7.16	11.9		52.27	52.27	6	313.62
Total Contract Area (acres):								831

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Approved Litter Reimbursement Per Mile:	\$ 60.00
Calculated Maximum Reimbursement (Litter):	\$ 17,690.40

Approved Litter Reimbursement Per Mile:
Calculated Maximum Reimbursement (Litter):

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
I-26		3.1	6.55	3.45	3	10.35	\$ 60.00	12	124.2	\$ 7,452.00
SR93	2A	7.16	11.9	4.74	3	14.22	\$ 60.00	12	170.64	\$ 10,238.40
Total Contract Litter (mi.):									294.84	\$ 17,690.40

Item X11.

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

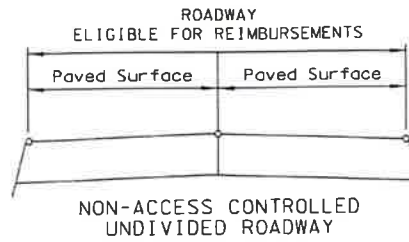


FIGURE 1A

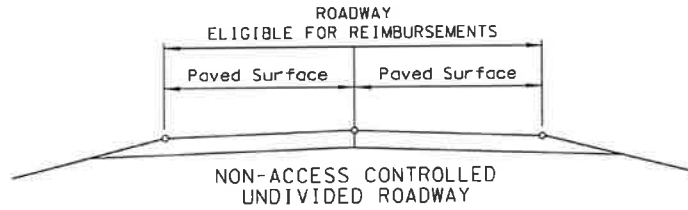


FIGURE 1B

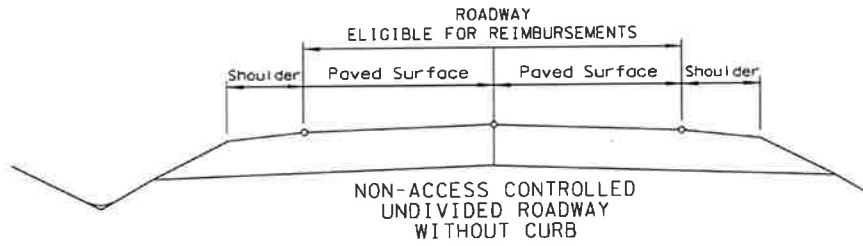


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

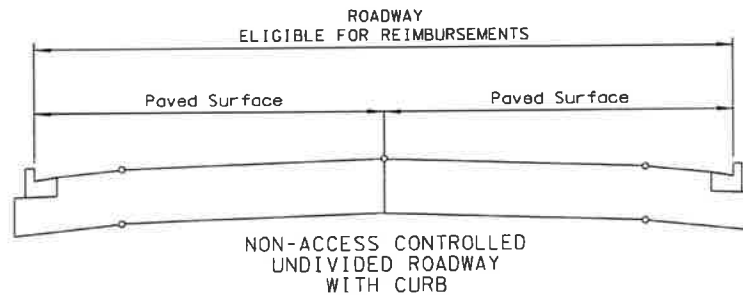


FIGURE 1D

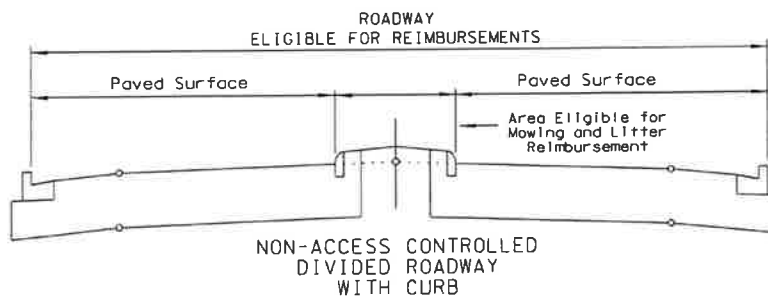
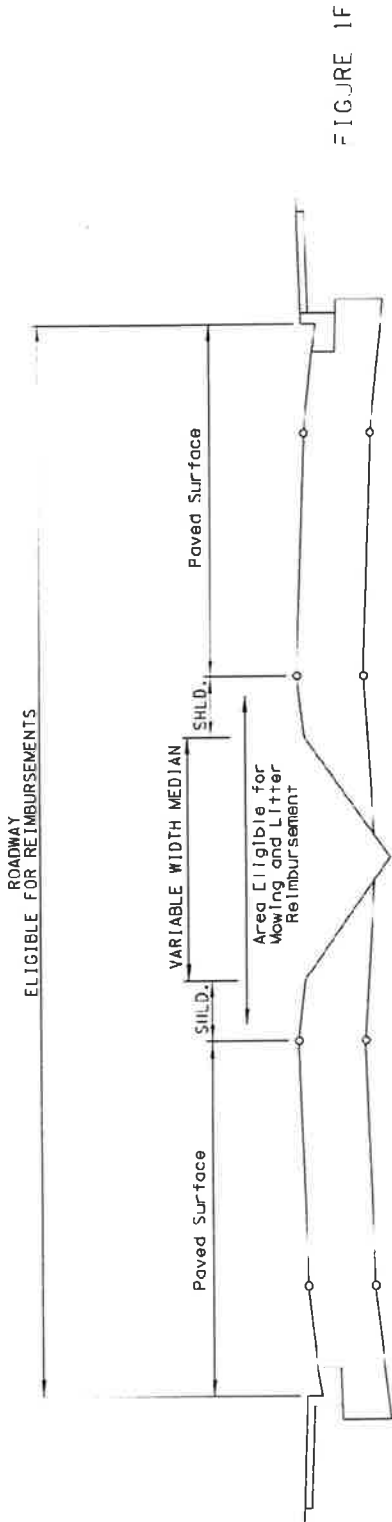
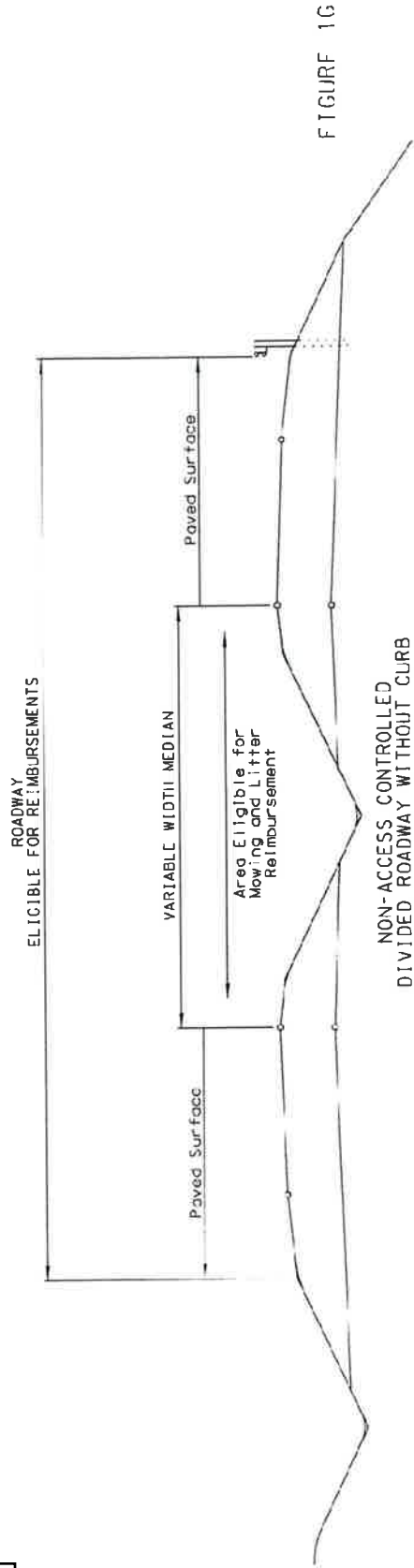


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS



NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB



NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

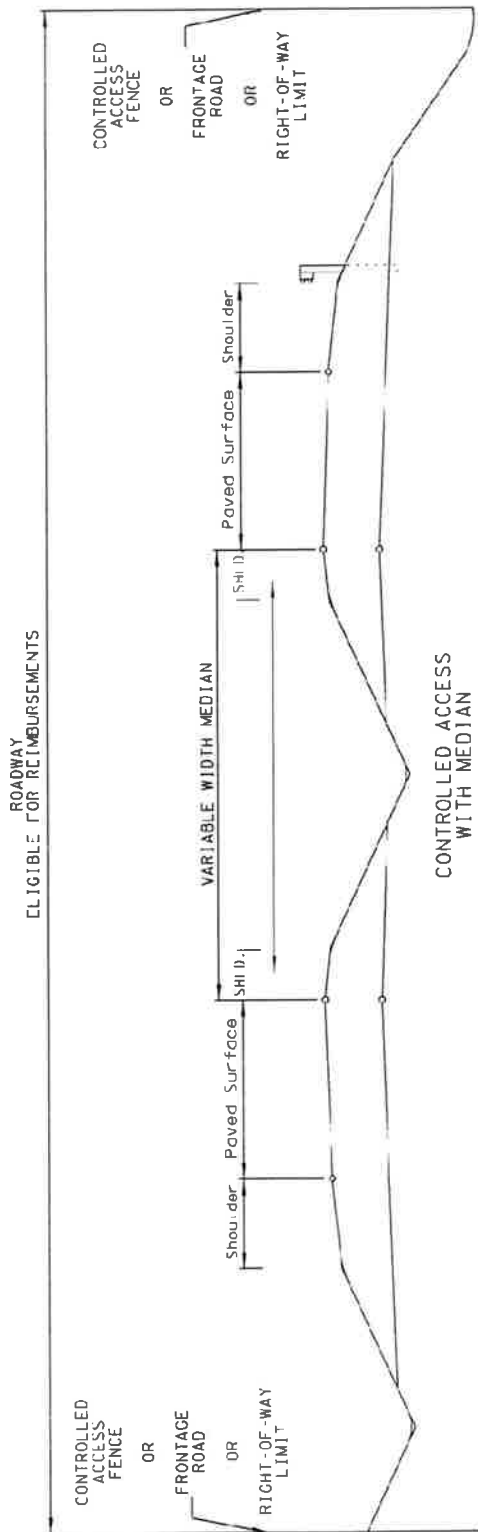


FIGURE 2A

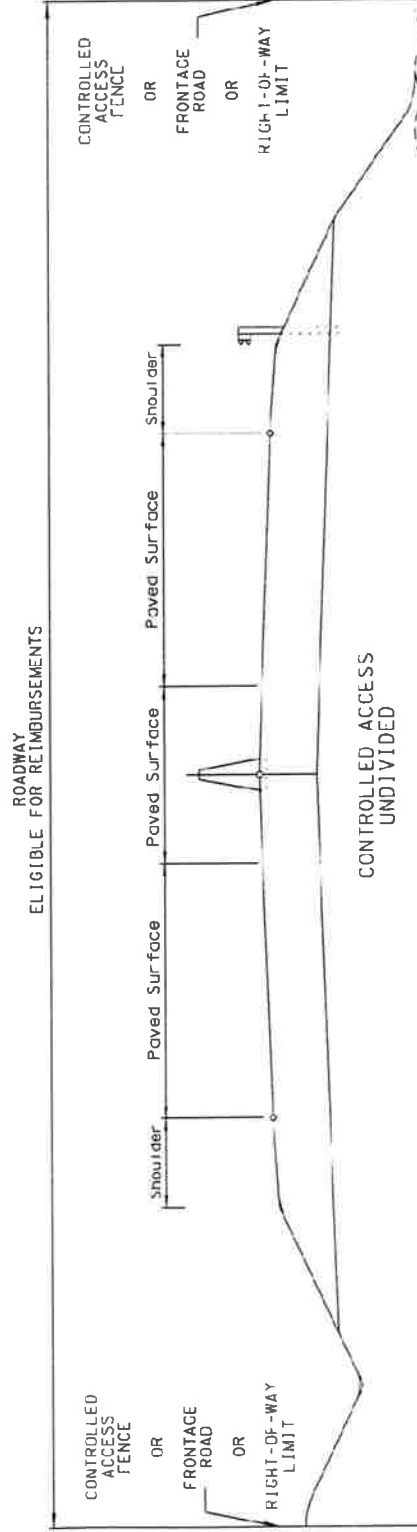


FIGURE 2B



AGENDA ACTION FORM

Consideration of a Resolution Renewing the Award of the Bid for School Crossing Guard Services & Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-119-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Comm. S. Chambers
Presentation By: Chief D. Phipps

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 24, 2018 for the acquisition of school crossing guard services. The City's Invitation to Bid included a renewal option clause which allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. Cross Safe requested a consumer price index increase of 3.72% to give their staff a cost of living pay increase. It is the recommendation of the Police Department to extend the school crossing guard services with Cross Safe for an additional 12 month period.

Please see the attached documents.

Kingsport City Schools will transfer a specified amount annually. Funding is identified in the Police Department Budget Account # 110-3001-441-2020

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo & Renewal Letter

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR SCHOOL CROSSING GUARDS TO CROSS SAFE; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGSPORT POLICE DEPARTMENT AND KINGSPORT CITY SCHOOLS; AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on June 19, 2018, the board adopted Resolution No. 2018-192, awarding bids for the acquisition of school crossing guard services; and

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

WHEREAS, staff recommends amending the agreement with Cross Safe to renew the award of bid for the period of twelve months, beginning July 1, 2024, and ending June 30, 2025, with a 3.72% cost of living index increase; and

WHEREAS, the funding is identified in the Police Department Budget, Account No.: 110-3030-441-1010; and

WHEREAS, the Police Department and Kingsport City Schools are to enter into an interdepartmental Memorandum of Understanding providing for the acquisition, management, and funding of crossing guards; and

WHEREAS, Kingsport City Schools shall transfer funds from one of its accounts to the Police Department Budget, Account No.: 110-3030-441-1010 for payment of the contracted crossing guard services incurred by the Police Department

Now therefore,

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

SECTION I. That the amendment to the agreement renewing the award of bid for the school crossing guard services with Cross Safe for an additional year is approved.

SECTION II. That the Memorandum of Understanding between the Police Department and the Kingsport City Schools is approved.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the amendment to the agreement renewing the award of bid for the school crossing guard services with Cross Safe for an additional year, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
May 24, 2018
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

SCHOOL CROSSING GUARD SERVICES		
VENDOR	COST PER CROSSING GUARD PER DAY	COMMENTS
Elite Manufacturing & Professional Services	\$43.10	
Cross Safe	\$43.90	
All City Management Services	\$49.98	
Spur Employment, Inc.	\$13.48*	*Based on one hour per day. Two hours per day would be \$26.96

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



KINGSPORT POLICE DEPARTMENT

MEMORANDUM

TO: Nikisha Eichmann, Asst. Procurement Manager

FROM: Commander Sean E. Chambers

RE: School Crossing Guard Services

DATE: April 9, 2024

This memo is to inform you of our desire to continue using Cross Safe for school crossing guard services for the upcoming 2024-2025 school year. Cross Safe has made a request for a price increase to address cost of living expenses. This increase is 3.72% and both the Kingsport Police Department and the Kingsport City School system are agreeable to this nominal increase. This increase will be managed within our proposed FY 25 budget. Since this is a shared endeavor between the Kingsport Police Department and the Kingsport City school system, the MOU between the school system and the police department will be amended to reflect any change involving the shared cost and/or the amount of reimbursement.



PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com
ADDRESS 4900 Old Pineville Road | Charlotte | North Carolina | 28217

Monday, April 15, 2024

Nikisha Eichmann
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

Dear Nikisha:

The following is a summary of the requested rate increase for crossing guard services for the City of Kingsport's 2024-2025 school year:

- Cost per crossing guard per day: \$48.66

Any further questions may be directed towards myself at the Charlotte number listed above.

Sincerely,

Brian A. Haupricht
President

KINGSPORT CITY SCHOOLS - KINGSPORT POLICE DEPARTMENT
SCHOOL CROSSING GUARDS
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING

This interdepartmental Memorandum of Understanding effective March 31, 2024 is between the Kingsport City Schools, hereinafter "School System" and the Kingsport Police Department, hereinafter "Police Department." This Memorandum of Understanding is to provide direction for acquisition, management, and funding of crossing guards for the 2024-2025 school year and each school year thereafter during the term of this Memorandum of Understanding.

The School System and the Police Department are setting out hereinafter the general terms and conditions of the services to be performed by the parties.

1. The Police Department will provide qualified crossing guards and equipment, which may be through a private provider, hereinafter "Contracted Company". Crossing guards will be staffed each school day during the 2024-2025 school year, and other school years as applicable. Crossing Guards will not be staffed during summer school or special events.
2. The general duties of a crossing guard includes monitoring and stopping traffic as necessary at assigned street crossing for the safety of school children and directing or escorting children going to and from school across assigned street crossings. The crossing guard may also instruct children on the precautions used when crossing a street.
3. The Contracted Company shall be responsible for completion of a background check required by T.C.A. Section 49-5-413 on each contracted employee prior to employment and placement.
4. Crossing guards shall be under the supervision of the Contracted Company. Should personnel issues arise it shall be the responsibility of the Police Department to address the issue with the Contracted Company. In the event that a personnel issue is brought forward by the School System it shall be responsible for communicating pertinent information to the Police Department in a timely manner.
5. The School System shall transfer \$27,896.65 from one of its accounts to the Police Department Contractual Service account for payment of the contracted crossing guard services incurred by the Police Department. Transfer of funds shall be handled by the city's finance department. The departments will include this dollar amount as part of their budget request on an annual basis to ensure proper and equitable funding and continuation of the school crossing guard program.
6. This Memorandum of Understanding shall remain in effect until terminated by either department. Such termination shall occur at the end of the school year unless the departments agree otherwise.
7. The departments shall review the Memorandum of Understanding after the commencement of each fiscal year and prior to each new school year term for any necessary or suggested changes.
8. The Police Department and the School System will comply with all applicable state, federal, and local laws, rules, and regulations.
9. Either the School System or the Police Department may request a change in the number of school crossing guard positions needed for the school year. Expense incurred as a result of staffing changes and contractual price increases shall be shared by the Police Department and the School System in an equitable manner. These positions serve at the pleasure of either or both departments. No individual has a property right to the assignment.

10. This Memorandum of Understanding may be modified upon mutual written agreement of the Police Department and the School System.
11. The crossing guard placements shall be reviewed annually by the Police Department and the School System. Priority will be given to the locations where the need is determined to be the greatest and with the understanding that only the locations that are funded will be staffed. The mutually agreed upon placements will be submitted annually as an exhibit to this document.

IN WITNESS WHEREOF:

Kingsport City Schools:

Melissa Woods, School Board President

Chris Hampton, Superintendent of Schools

Kingsport Police Department:

Dale Phipps, Chief of Police

Chris McCartt, City Manager

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

EXHIBIT TO KINGSPORT CITY SCHOOLS - KINGSPORT POLICE DEPARTMENT SCHOOL
CROSSING GUARDS
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING
2024-2025 SCHOOL YEAR

<u>Crossing Guard Location</u>	<u>Times AM</u>	<u>Times PM</u>
Jessee St at Ross Robinson School	07:00-07:45	14:30-15:00
E Center St at Summer St	08:00-08:30	15:15-15:45
Donelson St at Jackson St	08:00-08:30	15:15-15:45
Fairview St at Lake St	08:00-08:30	15:15-15:45
E Center St at E St	08:00-08:30	15:15-15:45
Lynn Garden Dr at W Sullivan St	08:00-08:30	15:15-15:45
Donelson St at Lovedale	08:00-08:30	15:15-15:45
Lynn Garden Drive at Dellwood	08:00-08:30	15:15-15:45
University Blvd at Bellingham	08:00-08:30	15:15-15:45



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Agreement with Raftelis for Consulting Services Related to a New Financial Information System (FIS)

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

Action Form No.: AF-123-2024
Work Session: May 6, 2024
First Reading: NA
Final Adoption: May 7, 2024
Staff Work By: Solutions Group
Presentation By: Floyd Bailey

Recommendation:

Approve the Resolution.

Executive Summary:

With the primary goals of 1) improving the cities ledger financials and information systems and 2) modernizing from an old database to a modern database solution and 3) to improve the efficient and effective delivery of service to employees and residents alike; the City plans to upgrade the Finance Information system (FIS) software otherwise known as Naviline from Central Square.

It is requested to enter into an agreement with Raftelis for consulting services for a Business Technology Roadmap which will plan for the city’s most beneficial Commercial-Off-The-Shelf (COTS) solution needs. Also, this agreement includes Naviline replacement RFP, Vendor Selection Services, evaluations, demonstrations, client references and Contract negotiation services. The estimated total amount (for both the RFP development and vendor evaluation and selection process) is \$199,575.00 and is available and identified in NC2330.

Attachments:

- 1. Resolution
- 2. Raftelis CIS Proposal

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SCOPE OF SERVICES WITH RAFTELIS RELATED TO THE ACQUISITION OF A NEW FINANCIAL INFORMATION SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in an effort to improve the cities ledger financials and information systems, modernize from an old database to a modern database solution and improving the efficient and effective delivery of service to employees and residents alike, staff recommends entering into an agreement with Raftelis for consulting services for a Business Technology Roadmap and replacement of the Naviline software currently in use; and

WHEREAS this agreement includes Naviline replacement RFP, Vendor Selection Services, evaluations, demonstrations, client references and Contract negotiation services, in the estimated total amount is \$199,575.00

WHEREAS, funding is identified and available in NC2330.

Now therefore,

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

SECTION I. That the scope of services for consulting services related to the Business Technology Roadmap and replacement of the Naviline software with Raftelis, 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 Raftelis for consulting services for a Business Technology Roadmap, 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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CITY OF KINGSPORT

**BUSINESS TECHNOLOGY
ROADMAP & VENDOR
SELECTION SERVICES
FOR FINANCIAL
INFORMATION SYSTEM**

MARCH 25, 2024

Contents

Background	2
Phase 1 – Business Technology Roadmap	2
Task 1: Needs Analysis	2
Task 2: Business Technology Roadmap	3
Phase 2 – Naviline Replacement	4
Task 3: Naviline Replacement Requirements Spreadsheet	4
Task 4: Naviline Replacement RFP	5
Task 5: Vendor Questions	6
Task 6: Proposal Evaluation	6
Task 7: Vendor Demonstrations	7
Task 8: Client References / Site Visits	7
Task 10: Contract Negotiations	8
OPTIONAL Phase 3 – Additional COTS Replacement	9
Proposed Project Schedule	9
Estimated Project Fees	9

Background

Raftelis is currently providing consulting services to the City of Kingsport (“the City”, “Kingsport”) to modify their rate and financial planning model. Raftelis is also developing an RFP for the replacement of Kingsport’s current Central Square Customer Information System (“CIS”) solution. The City now wishes Raftelis to similarly evaluate the replacement of Kingsport’s Central Square Naviline Financial Information System (“FIS”) that include Financials, Human Resources, and Payroll as well as other City financial-related software solutions (Budget, Property Tax, Cashiering etc.).

Our Raftelis team has had deep experience in evaluating, selecting, and managing the implementation of modern commercial-off-the-shelf (“COTS”) financial solutions for similar municipalities. This proposed Scope of Services begins with the development of the **Phase 1 – Business Technology Roadmap**. The Business Technology Roadmap will guide the City in the planning and selection of a new vendor software solution(s) and solution implementer(s) to replace the City’s Central Square Naviline financial solution and other possible related software applications. **Phase 2 – Naviline Replacement** will contain the detailed activities for replacing the current Central Square FIS by assisting the City in the management, evaluation, and selection of the most suitable FIS solution based on the RFP responses received. We anticipate potential additional services to develop separate RFPs for the selection of additional software solutions if needed, to cover the recommendations contained in the Phase 1 Business Technology Roadmap.

All Raftelis’ consulting services will be in support of the City’s formal procurement processes and will be conducted in accordance with Kingsport’s procurement standards. The expected outcome is the successful selection of a contemporary FIS that best aligns with the City’s business strategies to maximize existing efficiencies and improve performance.

Phase 1 – Business Technology Roadmap

Task 1: Needs Analysis

The first effort in developing an RFP for the City of Kingsport requires a deeper understanding of the City’s current and future needs for a new FIS solution. The Raftelis team will initially evaluate and validate the current state of Kingsport FIS solution to identify any significant gaps and/or opportunities for improvement.

Document Request: Raftelis will solicit key documents from the City including strategic business plan, organization chart, current and future system interfaces, pertinent new initiatives, and other relevant documents to assist the team.

Kickoff Meeting: Raftelis we will arrange a Kickoff Meeting with the Kingsport project team to introduce our team members and confirm project objectives, scope, schedules, milestones, and deliverables. It is anticipated this meeting will be two hours.

Group Kickoff Workshop: Our team will facilitate an on-site Group Kickoff Workshop for the broader group of City staff that will be interviewed during the project. This introductory meeting typically lasts 60 minutes and includes the following:

- Project overview, communications, and deliverables

- Logistics for individual interviews
- Questions

Interviews: Raftelis will then schedule and conduct individual and group interviews with the City's knowledgeable personnel to gain their perspectives and insights as to the implementation, functionality, user adoption, and effectiveness of the current Central Square FIS solution and supporting technologies.

We estimate that up to fifteen (15) interview sessions (i.e., combination of individual and group interviews) will be needed. We will also inquire as to the last Naviline update, user training, workarounds, interfaces, data quality, and reporting. Our goal is to identify what technology changes and/or process improvements would make their related work more efficient or effective.

Validation Workshop: After the results of the interview sessions are analyzed, our team will facilitate a Validation Meeting with appropriate City personnel. Raftelis will present our summarized findings and observations regarding the City's Naviline solution and supporting technologies. We will also highlight the core business practices that will likely need modification in alignment with best practices within modern COTS solutions.

Project Deliverables

- *Project Kickoff Meeting Minutes*
- *Document Request*
- *Validation Workshop Presentation*

Meetings:

- *Project Kickoff Meeting*
- *Interviews*

Task 2: Business Technology Roadmap

Based on information obtained above, Raftelis will develop a draft Business Technology Roadmap that addresses and prioritizes the City's most beneficial COTS solution improvements. Specific contents within the Business Technology Roadmap will include:

- Naviline solution replacement project description with associated City actions
- Identified Quick Wins
- Process enhancement recommendations
- Integrated program schedule
- Planning-level resource needs
- Planning-level budgets

Raftelis will present the draft Business Technology Roadmap to the City for their discussion, review, and comment. We will strive to build consensus through executive-level presentation(s) highlighting the technology improvement recommendations, cost summary, time estimates, resource needs, and benefits. We will address all pertinent review comments in the Final Business Technology Roadmap.

Project Deliverables

- *Draft Business Technology Roadmap*

- *Final Business Technology Roadmap*

Meetings

- *Business Technology Roadmap Presentation(s)*

Phase 2 – Naviline Replacement

The Business Technology Roadmap described above will provide the City with a solid direction for replacing the Central Square Naviline financial solution, as well as related software applications currently in use. Phase 2 is specifically designed to replace the main functionality of the Naviline financial solution including:

- Financials (i.e., chart of accounts, project accounting, general ledger, accounts payable, accounts receivable, budgeting, capital assets, Procurement Cards, financial reporting)
- Human Resources (i.e., human resources, recruiting, benefits, employee portal, applicant tracking)
- Payroll (i.e., timekeeping, payroll, expenses)
- Cashiering (i.e., customer payments (online vs. in person), credit card processing, drawer reconciliation, miscellaneous receivables, statements)
- Purchasing (i.e., inventoried items purchase orders, expense purchase orders, receiving, workflow approvals)
- Inventory (i.e., inventory management, inventory adjustments, inventory replenishments, inventory consumption)

However, the City’s desired functionality may not reside in a single, new COTS solution. Since the City desires implementing best-of-breed software, if needed, Raftelis has also provided an optional scope of services for the development of a second RFP and the selection of one additional software solution as OPTIONAL Phase 3 – Additional COTS Solution Replacement.

Task 3: Naviline Replacement Requirements Spreadsheet

Initial Requirements Spreadsheet: Based on the prior Phase 1 activities, Raftelis will develop an initial set of detailed software and hardware requirements and implementation services required by the City to replace its Central Square Naviline solution.

Requirements Review Workshops: Raftelis will provide the Initial Requirements Spreadsheet to the appropriate City staff and conduct up to two (2) Requirement Review Workshops aimed at ensuring all material requirements are addressed. Many of the requirements are standard, but others are typically custom depending on the City’s code, legal requirements, policies, processes, etc.

Requirements Prioritization: Raftelis will then help the City’s team prioritize solution requirements in a Final Requirements spreadsheet. The highest priority requirements – “mandatory” or “critical” – will be suitable for qualifying potential vendors and products. These are typically incorporated directly into the Naviline Replacement RFP to help ensure proposal responses are a good fit for the City.

Final Requirements Spreadsheet: The Final Requirements Spreadsheet is a critical component to ensure the City receives the system and functionality it wants and to develop testing scenarios that tie back to requirements for a successful implementation. The requirements artifacts will be prepared in a format to facilitate incorporation directly into the final Naviline Replacement RFP document.

Deliverables

- *Initial Requirements Spreadsheet*
- *Final Requirements Spreadsheet*

Meetings

- *Requirements Review Workshops (2)*
- *Requirements Prioritization Workshop*

Task 4: Naviline Replacement RFP

Draft RFP: Raftelis will incorporate the prioritized requirements into a Draft FIS RFP that complies with the City's procurement policies. For elements that allow scoring or permit a range of values to be assigned, appropriate tables will be appended to the requirements specifications. Raftelis-supplied templates and Kingsport standard procurement templates will be utilized to finalize the following elements of the RFP:

- Vendor response forms
- Functionality/requirements questionnaires
- Detailed cost forms
- Vendor instructions

Raftelis will support the City's team in finalizing evaluation and weighting criteria and will recommend a selection process schedule for inclusion in the RFP. The RFP document will also request that vendors provide a timeline for the proposed implementation project. Kingsport's FIS RFP document will provide the requirements, specifications, and design information to solicit vendor proposals that address the following:

- ***Server environment*** | Necessary hardware, software, and services; as well as hosted/SaaS options
- ***Software and services*** | Necessary system and database software and services
- ***Network environment*** | Necessary connectivity hardware, software, and services
- ***Desktop environment*** | Necessary desktop hardware, software, and services
- ***Sub-system environment*** | Necessary hardware, software, and services for implementing subsystems such as web-enabling, electronic submittal, document management, imaging, cashiering, and e-commerce
- ***Implementation services*** | All services including project management, technical services, functional analysis, integration, configuration, data conversion, reporting, document generation and delivery, business process improvement, testing and acceptance, training, production cutover, and post-implementation support
- ***Product modifications*** | Proposed custom modifications to meet requirements

- **Integrations** | Proposed integrations with other City applications and related data sources including but not limited to APIs and external interfaces

Raftelis will conduct an RFP Review Workshop to review the draft FIS RFP with the Kingsport project team as well as the City's Legal and Procurement departments. We will add the City's edits to the RFP and any attachments. After completion of the FIS RFP Review Workshop, Raftelis will deliver the final FIS RFP to the City along with attachments for release.

Deliverables

- *Draft RFP*
- *Vendor response forms*
- *Detailed cost forms*
- *Vendor instructions*
- *Final RFP*

Meetings

- *Draft RFP Review Workshop*
- *Final RFP Review Workshop*

Task 5: Vendor Questions

The Raftelis team will provide support to the City by responding to prospective vendors' questions submitted during the questions period. We will also participate in one pre-proposal conference, if needed, and will help document the results. During this period, we expect to draft text to answer questions or contribute to RFP Addenda relating to these procurements, but we anticipate that the City will want all written communications resulting from the procurement process to be formally issued by the City.

Deliverables

- *Documented Question / Responses Summaries*

Meetings

- *Pre-Proposal Conference*

Task 6: Proposal Evaluation

Raftelis will perform an evaluation of submitted proposals and support the selection team in scoring proposals in compliance with the City's procurement policies. Proposal evaluation will include the following:

- Compilation of quantitative results from proposal functional requirements responses
- Compilation and comparison of proposal cost data
- Advise on technical aspects of the proposals
- Identification of exceptions, "red flags," and needed clarifications
- Responses to selection team questions

Proposal Review Workshop: Raftelis will facilitate a Proposal Review Workshop with the City to present findings and quantitative data regarding requirements and pricing, facilitate discussions to support the selection teams' scoring of the proposals on the remaining criteria. This workshop will also facilitate selection of a "short list" of vendors and include discussion of demonstration scenarios and presentation agendas that "short list" vendors will be required to follow during their presentations and demonstrations.

Deliverables

- *Proposal Evaluation Summaries*
- *Vendor Scoring Matrix*

Meetings

- *Proposal Review Workshop and Short List Scoring*

Task 7: Vendor Demonstrations

A key component of each software selection process is the demonstration of the product's capabilities by short-listed vendors. With the assistance of the City, we will prepare demonstration scripts for major business functions. These scripts will be applied equally to each vendor during the demonstrations, thus affording the selection team an opportunity to evaluate vendors against a common standard.

Deliverables

- *Demonstration Scripts*
- *Demonstration Score Sheets*
- *Minutes of Vendors' Demonstrations*

Meetings

- *Vendor Demonstrations*

Task 8: Client References / Site Visits

Following the demonstrations, the selection team should perform either virtual on on-site reference checks for at least two existing installations for each finalist vendor. Raftelis will help facilitate these reference checks to ensure that they are as beneficial as possible. Examples of our prospective assistance includes developing questions to ask about each finalist vendor and actively facilitate the client reference checks / site visit discussions.

Deliverables

- *Reference / Site Visit Agenda*
- *Reference / Site Visit Notes*

Meetings

- *References / Site Visits*

Task 9: Final Scoring Workshop

We will facilitate a Final Selection Workshop during which the results of all evaluation activities will be summarized and provided to the Selection Team. We will also facilitate a process of equalizing vendor proposals to account for differences in proposal content and inconsistencies. We will give the Selection Team answers to technical questions supporting its scoring of the proposals to select vendors with whom to conduct further negotiations.

Deliverables

- *Vendor Scoring Summary Matrix*

Meetings

- *Final Scoring Workshop*

Task 10: Contract Negotiations

Raftelis will provide support for procurement and negotiation of the scope of work and fees by performing the following services:

- Facilitating the determination of the final scope, configurations, and options that will be most advantageous to the City;
- Reviewing draft documents for compliance with representations made in the vendors' proposals, presentations, demonstrations, and other contacts with the City;
- Facilitating the negotiation of implementation project schedules and responsibilities for the selected vendor and the City; and
- Facilitating the negotiation of expected levels of support, issue resolution, escalation process, product warranty, and other service level agreement items.
- We will not provide legal advice during the vendor contract negotiation but will provide technical advice to ensure the scope of work proposed by the vendor meets the City's requirements.

After the preferred bidder has been selected, a Best and Final Offer ("BAFO") will be requested. The final proposal will include all components required to be provided by the finalist to implement the new software solution in accordance with all written requirements. A meeting will review the BAFO from the finalist. The BAFO will complete the final budget estimate for the new solution.

Deliverables:

- *Contract Reviews*
- *Best and Final Offer Review*

Meetings:

- *Contract Negotiations*
- *BAFO Meeting*

OPTIONAL Phase 3 – Additional COTS Replacement

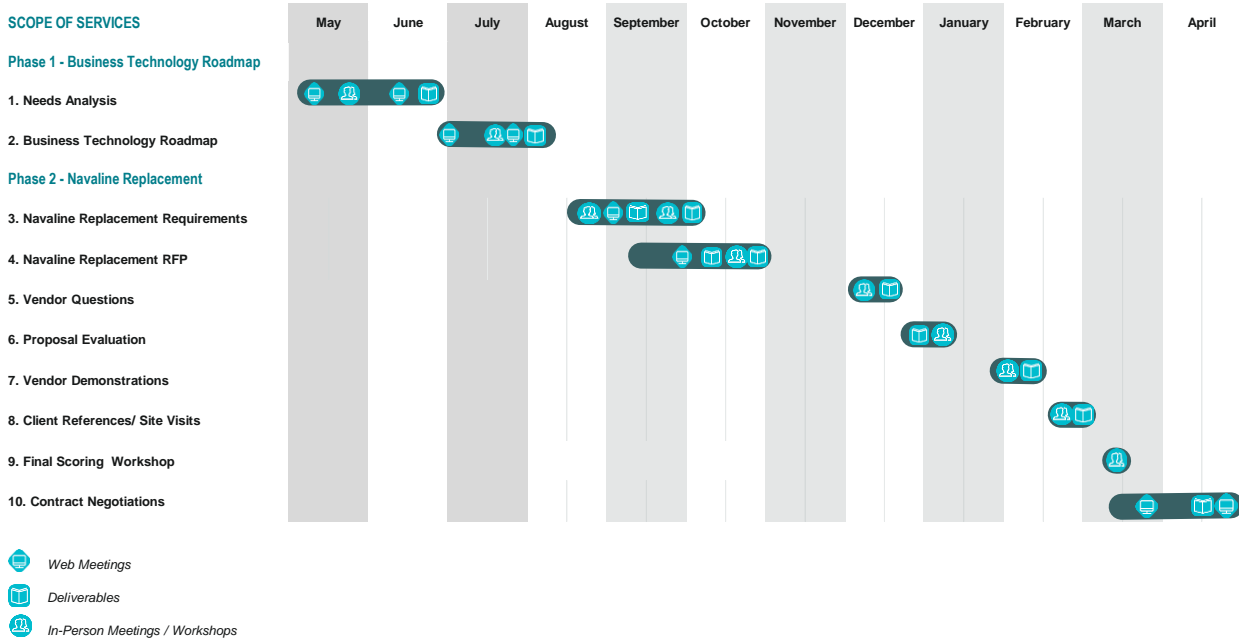
Based on the Business Technology Roadmap, additional RFP(s) may be required to replace functionality currently contained within the City’s Central Square Naviline solution and/or other related City software applications (i.e., budgeting, cashiering, permitting, property tax, fleet management). This effort is optional and additional to the replacement of the City’s Naviline financial solution described in Phase 2 above.

In the event that further system optimization and/or replacement are requested by the City, Raftelis will create a similar Statement of Work to this one. Our efforts would likely be similar in size and scope to this effort, depending on the level of complexity of the solution(s) being replaced. Future work would be performed at Raftelis’ standard rates that are attached to this SOW.

Proposed Project Schedule

We propose to complete the scope of services within the estimated timeframes shown below to coordinate this project with the ongoing CIS project. Project timeline can be moved forward or backward to accommodate Kingsport staffing.

Preliminary Project Schedule - Navaline Replacement



The proposed schedule commences after project authorization and assumes we will receive data in a timely manner and can schedule meetings as needed.

Estimated Project Fees

The total estimated fees to provide the scope of services described above in this proposal is **\$199,575**. This estimate includes all professional fees and anticipated project expenses. Our estimated fees assume approximately 643 total hours from Raftelis personnel.

Activity	Business Technology Roadmap and RFP Development					
	PM	SME 1	SubTotal Hours	Subtotal Fees	Travel	Total
	\$ 250	\$ 275				
PHASE ONE - BUSINESS TECHNOLOGY ROADMAP						
Task 1 - Needs Analysis	42	36	78	\$ 20,400	\$ 4,000	\$ 24,400
Initial Planning and Document Review	8	4	12	\$ 3,100		\$ 3,100
Kickoff Meeting and Interviews	24	24	48	\$ 12,600	\$ 4,000	\$ 16,600
Validation Workshop	10	8	18	\$ 4,700		\$ 4,700
<i>Task 1.1 Summary</i>	42	36	78	\$ 20,400	\$ 4,000	\$ 24,400
Task 2 - Business Technology Roadmap	44	28	72	\$ 18,700	\$ 3,000	\$ 21,700
Draft FIS Technology Roadmap	24	16	40	\$ 10,400		\$ 10,400
Final FIS Technology Roadmap	12	8	20	\$ 5,200		\$ 5,200
Technology Roadmap Presentation	8	4	12	\$ 3,100	\$ 3,000	\$ 6,100
<i>Task 1.2 Summary</i>	44	28	72	\$ 18,700	\$ 3,000	\$ 21,700
<i>Phase One Summary</i>	86	64	150	\$ 39,100	\$ 7,000	\$ 46,100
PHASE TWO - NAVILINE REPLACEMENT						
Task 3 - Naviline Replacement Requirements Spreadsheet	72	18	90	\$ 22,950	\$ 6,000	\$ 28,950
Initial Requirements Spreadsheet	40	6	46	\$ 11,650		\$ 11,650
Requirement Review Workshop	16	4	20	\$ 5,100	\$ 3,000	\$ 8,100
Requirement Prioritization Workshop	8	4	12	\$ 3,100	\$ 3,000	\$ 6,100
Final Requirement Spreadsheet	8	4	12	\$ 3,100		\$ 3,100
<i>Task 2.3 Summary</i>	72	18	90	\$ 22,950	\$ 6,000	\$ 28,950
Task 4 - Naviline Replacement RFP	64	28	92	\$ 23,700	\$ 3,000	\$ 26,700
Create Draft RFP	40	12	52	\$ 13,300		\$ 13,300
Draft RFP Review Workshop	16	12	28	\$ 7,300	\$ 3,000	\$ 10,300
Delivery of final RFP package	8	4	12	\$ 3,100		\$ 3,100
<i>Task 2.4 Summary</i>	64	28	92	\$ 23,700	\$ 3,000	\$ 26,700
Task 5 - Vendor Questions	28	6	34	\$ 8,650	\$ 1,600	\$ 10,250
Pre-proposal conference	8	2	10	\$ 2,550	\$ 1,600	\$ 4,150
Documents preparation	12	2	14	\$ 3,550		\$ 3,550
Document review	8	2	10	\$ 2,550		\$ 2,550
<i>Task 3.5 Summary</i>	28	6	34	\$ 8,650	\$ 1,600	\$ 10,250
Task 6 - Proposal Evaluation	56	19	75	\$ 19,225	\$ 3,000	\$ 22,225
Proposal Evaluation Summaries	32	8	40	\$ 10,200		\$ 10,200
Proposal Review Workshop	8	8	16	\$ 4,200	\$ 3,000	\$ 7,200
Prepare final report	16	3	19	\$ 4,825		\$ 4,825
<i>Task 3.6 Summary</i>	56	19	75	\$ 19,225	\$ 3,000	\$ 22,225
Task 7 - Vendor Demonstrations	60	14	74	\$ 21,350	\$ 4,000	\$ 25,350
Demo Scripts preparation	24	4	28	\$ 7,100		\$ 7,100
Demonstration score sheets	6	2	8	\$ 2,050		\$ 2,050
Demo attendance	40	8	48	\$ 12,200	\$ 4,000	\$ 16,200
<i>Task 3.7 Summary</i>	60	14	74	\$ 21,350	\$ 4,000	\$ 25,350
Task 8 - Client References/ Site Visits	38	8	46	\$ 11,700	\$ 4,000	\$ 15,700
Agenda preparation	6	2	8	\$ 2,050		\$ 2,050
Site visits	32	6	38	\$ 9,650	\$ 4,000	\$ 13,650
<i>Task 3.8 Summary</i>	38	8	46	\$ 11,700	\$ 4,000	\$ 15,700
Task 9 - Final Scoring Workshop	28	16	44	\$ 11,400	\$ 3,000	\$ 14,400
Workshop preparation	16	12	28	\$ 7,300		\$ 7,300
Final Scoring Workshop	12	4	16	\$ 4,100	\$ 3,000	\$ 7,100
<i>Task 3.9 Summary</i>	28	16	44	\$ 11,400	\$ 3,000	\$ 14,400
Task 10 - Contract Negotiations	22	16	38	\$ 9,900	\$ -	\$ 9,900
Contract negotiations	6	6	12	\$ 3,150		\$ 3,150
Contract review	8	6	14	\$ 3,650		\$ 3,650
Meetings attendance and document	8	4	12	\$ 3,100		\$ 3,100
<i>Task 3.10 Summary</i>	22	16	38	\$ 9,900	\$ -	\$ 9,900
<i>Phase Two Summary</i>	368	125	493	\$ 128,875	\$ 24,600	\$ 153,475
<i>Phases 1 and 2 Total</i>	454	189	643	\$ 167,975	\$ 31,600	\$ 199,575

It has been our pleasure working with Kingsport on past and current projects, and we look forward to the opportunity to support the City in this engagement. If the terms of this engagement are acceptable, please sign in the space below and return a copy of the letter for our files. Should you have any questions or concerns regarding the contents of this Scope of Services, please do not hesitate to contact me at 803.413.1455 or saukamp@raftelis.com.

We accept the terms of this Scope of Services:

Signature	Date
Title	Name of authorized agent



AGENDA ACTION FORM

Consideration of a Resolution to Utilize Sourcewell Contract #0811200-TRU and NCPA Contract #08-23 to Purchase Replacement Exercise Equipment

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

Action Form No.: AF-113-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Shirley Buchanan
Presentation By: Michael Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the Senior Center Will utilize various cooperative purchasing agreements to purchase replacement exercise equipment.

The Senior Center has been in the process of replacing its exercise equipment. This order utilizing the Sourcewell #0811200-TRU and the NCPA#08-23 contracts will be for the final pieces needed: 3 Matrix Lifestyle Treadmills with medical handrails, 3 Matrix Performance Recumbent Bikes, a Palladium Leg Press, Palladium Inner/Outer Thigh Machine, Palladium Knee Raise-Ab Crunch Machine, freight, delivery, and installation. The estimated delivery date is 3 months after the purchase order is received.

The proposal is for \$53,030.80.

Funding is identified in NC2218.

Attachments:

- 1. Resolution
- 2. Quote Proposal

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO READY FITNESS FOR THE PURCHASE OF EXERCISE EQUIPMENT FOR THE KINGSPORT SENIOR CENTER THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 0811200-TRU AND NCPA CONTRACT NO. 08-23

WHEREAS, staff recommends the purchase of exercise equipment from Ready Fitness, utilizing Sourcewell Cooperative Purchase Agreement No.: Sourcewell #0811200-TRU and NCPA#08-23, for use by the Kingsport Senior Center; and

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

WHEREAS, the exercise equipment, which includes 3 Matrix Lifestyle Treadmills with medical handrails, 3 Matrix Performance Recumbent Bikes, a Palladium Leg Press, Palladium Inner/Outer Thigh Machine, Palladium Knee Raise-Ab Crunch Machine, freight, delivery, and installation, is available pursuant to Sourcewell Agreement No.: #0811200-TRU and NCPA#08-23; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Ready Fitness in the amount of \$53,030.80; and

WHEREAS, funding for this equipment is available in project account #51150085019010.

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 Ready Fitness for the purchase of exercise equipment, utilizing Sourcewell Agreement No.: #0811200-TRU and NCPA#08-23, for use by the Kingsport Senior Center, in the amount of \$53,030.80.

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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PROPOSAL

Proposal#: PR-45623
Date Created: 04/04/2024
Expires On: 05/04/2024
Terms: Net-30 with PO
Prepared By: Chris Talbird

Representative Contact Info:
Chris Talbird
Ph: (205) 732-2550
chris@readyfitness.com

Ready Fitness
4295 Hamilton Mill Road
Suite 200
Buford, GA 30518
www.readyfitness.com
Phone: (404) 551-4472
Fax: (404) 420-2568

BILLING & SHIPPING

Bill To Name: City of Kingsport
Bill To Address: 415 Broad Street
Kingsport, TN 37660
USA

Ship To Name: Kingsport Senior Center
Ship To Address: 1200 E. Center Street
Ste 121
Kingsport, TN 37660
USA

Bill To Contact: Kevin Lytle

Ship To Contact: Kevin Lytle

Product	Description	Qty	MSRP	Your Price	Total Price
Matrix T-LS-Touch	Matrix Lifestyle Treadmill with 16" Touchscreen Console	3	\$11,480.00	\$6,688.00	\$20,064.00
Matrix Med Rail	Medical Handrails for Lifestyle Treadmill (MAS1060-00KM)	3	\$525.00	\$319.00	\$957.00
Matrix R-PS-PLED	Matrix Performance Recumbent Bike with Premium LED Console	3	\$7,055.00	\$3,531.00	\$10,593.00
True SPL0300P	Palladium Leg Press, Acrylic Shrouds	1	\$9,099.00	\$6,369.00	\$6,369.00
True SPL0400LP	Palladium Inner/Outer Thigh, Acrylic Shrouds-Light Stack	1	\$5,599.00	\$3,919.00	\$3,919.00
True SPL1300LP	Palladium Low Back Extension, Acrylic Shrouds-Light Stack	1	\$5,499.00	\$3,849.00	\$3,849.00
True SPL1400LP	Palladium Knee Raise-Ab Crunch, Acrylic Shrouds-Light Stack	1	\$5,599.00	\$3,919.00	\$3,919.00
FDI-Freight	Freight (True)	1		\$1,394.32	\$1,394.32
FDI-Delivery-Company	Delivery of products/materials by company vehicle (True)	1		\$777.70	\$777.70
FDI-Installation	Installation (True)	1		\$1,188.78	\$1,188.78
Note	True pricing based on Sourcewell Contract #0811200-TRU	1		\$0.00	\$0.00
Note	Matrix pricing based on NCPA Contract #08-23. Freight, Delivery & Installation included in pricing. Membership required.	1		\$0.00	\$0.00

TOTALS

Total Price	\$53,030.80
Sales Tax	\$0.00
Total Price w/ Tax	\$53,030.80

Item X14.

CUSTOMER MESSAGE

TERMS AND CONDITIONS

Pricing is guaranteed for 30 days. Approved Credit Application is required for all customers desiring terms. 30% Restocking Fee for Returns or Cancelled Items. Strength Equipment, Flooring, and Audio/Visual Equipment are custom order items (No Returns, No Refunds). Strength Orders must clearly specify paint and upholstery colors. Used equipment sold as-is, no warranty, no returns, stock reserved upon receipt of payment, and must be picked up or delivered within 30 days. Payment by Credit Card incurs additional processing fees (3% for orders up to \$5000, 4% for orders \$5000 and above). Treadmills require 120V, dedicated 20 amp circuit with Nema 5-20R receptacle. Customers must provide appropriate power and cable/data outlets for equipment with those requirements. Buyer is responsible for anchoring of equipment with those requirements and should reference owners manuals of all products. Prices quoted are for daytime delivery. Night and/or weekend delivery available at additional cost. By Signing below, buyer authorizes this purchase as detailed herein, per the payment terms noted.

SIGNATURE

Print Name: _____ Date: _____ Signature: _____



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with Barge Design Solutions to Provide Engineering Services for the Reedy Creek Trunk Sewer Replacement – Final Design (Lovedale to Clinchfield)

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

Action Form No.: AF-117-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Will Stallard
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
The Reedy Creek Trunk Sewer Replacement project is a culmination of efforts to carry out key aspects of the Wastewater System Master Plan developed in 2009. The entire project includes approximately 21,000 linear feet of 36” sewer line replacement beginning at Lovedale Drive and ending near the west side of John B. Dennis Highway (SR 93). The overall project will increase capacity while reducing infiltration and inflow with new infrastructure and will be broken down into several phases.

Previous work completed on this project includes but is not limited to: (1) Preliminary Engineering Report (PER), (2) Survey and Geotechnical investigation of the entire alignment, (3) 90% design documents and specifications for the entire alignment, (3) Individual Aquatic Resources Alteration Permit (I-ARAP) application and (4) US Army Corps of Engineers Nationwide Permit #58 for Utility Line Activities for Water and Other Substances application.

This phase of the project will: (1) Update the PER to a SRF Facilities Plan, (2) Provide easement documents, (3) Complete cultural and archeological resources survey, (4) Complete endangered bat mist survey, (5) Provide Sealed Construction documents suitable for bidding (approximately 2400 LF plus side lines) and (6) Obtain required TDEC construction/stormwater approvals.

City staff recommends awarding the contract to Barge Design Solutions in the amount of \$447,000 in accordance with the attached proposal. Project funding is available in SW2410.

- Attachments:**
1. Resolution
2. Barge Design Solutions Proposal
3. Site Map

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS TO PROVIDE ENGINEERING SERVICES FOR THE REEDY CREEK TRUNK SEWER REPLACEMENT-FINAL DESIGN (LOVEDALE TO CLINCHFIELD) AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Reedy Creek Trunk Sewer Replacement project is a culmination of efforts to carry out key aspects of the Wastewater System Master Plan developed in 2009, and the entire project includes approximately 21,000 linear feet of 36 inch sewer line replacement beginning at Lovedale Drive and ending near the west side of John B. Dennis Highway (SR 93); and

WHEREAS, the overall project will increase capacity while reducing infiltration and inflow with new infrastructure and was broken down into several phases; and

WHEREAS, this phase of the project will update the Preliminary Engineering Report to a SRF Facilities Plan, provide easement documents, complete cultural and archeological resources survey, complete endangered bat mist survey, provide sealed construction documents suitable for bidding (approximately 2400 LF plus side lines) and obtain required TDEC construction/stormwater approvals; and

WHEREAS, staff recommends awarding the contract to Barge Design Solutions in the amount of \$447,000.00, and project funding is available in SW2410.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a professional services agreement with Barge Design Solutions, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Barge Design Solutions, Inc. (Barge) is proposing the following scope of services for the City of Kingsport (City) to provide State Revolving Fund (SRF) preliminary engineering documentation, environmental permitting, easement document preparation, construction documents services, bidding assistance, and construction administration for the Reedy Creek Trunk Sewer Improvements, in accordance with the Professional Services Agreement (Agreement). The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule
- IV. Compensation
- V. Additional Services

I. Project Description

The Reedy Creek Trunk Sewer Improvements project is located in the northern portion of the City of Kingsport’s wastewater collection system. The purpose of the project is to increase capacity while reducing infiltration and inflow with new infrastructure. The project begins at the former lift station site at Lovedale Drive near its intersection with W. Sullivan Street. The upstream end of the proposed sewer is the west side of John B. Dennis Highway. The existing gravity trunk sewer system consists of parallel pipes that traverse along Reedy Creek through a mix of commercial, residential, and undeveloped areas, each increasing in size as additional flows are added. The proposed trunk sewer is 21,000 linear feet (LF) and requires rehabilitation of existing mains and side line connections.

Previous engineering on this project includes the “Preliminary Engineering Report (PER) – Reedy Creek Trunk Sewer Improvements Phase 2” by Barge Design Solutions, Inc. dated July 15, 2021, geotechnical investigation, 90% design of the entire alignment submitted to the City of Kingsport on December 4, 2023, Tennessee Department of Environment and Conservation (TDEC) Individual Aquatic Resource Alteration Permit (ARAP) application, and United States Army Corps of Engineers (USACE) Nationwide Permit (NWP) #58 for Utility Line Activities for Water and Other Substances application.

The scope of this agreement updates the PER to a SRF Facilities Plan, adds easement documents, cultural and archaeological resources surveys, and endangered bat mist net survey for known species identified on the project for the entire trunk sewer alignment. A final set of sealed construction documents suitable for bidding the initial phase (approximately 2,400 LF of new 36-inch trunk sewer and 2,100 LF of existing 18-inch rehabilitation) of the project from the former Lovedale lift station site to the creek crossing upstream of Clinchfield

Street will be produced. TDEC Division of Water Resources for authorization to construct, and TDEC SWPPP Construction General Stormwater Permit are also included for the initial phase from the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street.

II. Scope of Services

The scope of services is summarized into the following major tasks:

Task 1 – SRF Facilities Plan

Task 2 – Property Location and Easement Documents

Task 3 – Construction Documents

Task 4 –National Environmental Policy Act Services

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff and subconsultants, coordinate monthly status meetings with City staff, and submit monthly invoices with updated schedules and cost projections as applicable.

Task 1 – SRF Facilities Plan

This initial phase of the project will update the “Preliminary Engineering Report (PER) – Reedy Creek Trunk Sewer Improvements Phase 2” by Barge Design Solutions, Inc. dated July 15, 2021 to a SRF Facilities Plan for the City to request funding. Tasks include the following:

- Facilities Plan including the following components:
 - Purpose and need for the project in the Facilities Plan. The purpose and need will document regulatory compliance needs.
 - General information related to the area served, collection system, and wastewater treatment plant. The potential for serving additional areas, performance of wastewater components, financial status of the existing facilities, and any energy audits will be documented.
 - Inflow and infiltration studies and monitoring
 - Future land use projections and population forecast for the area served
 - Presentation of alternatives, design parameters, mapping, environmental impacts, land use, potential construction issues, sustainability concerns, cost opinions, and alternative selection from the PER.
 - Details of the recommended alternative as documented in the PER.

- Overall project costs with proposed financing and operating costs
- Environmental impacts including environmental resources present, geology and soils, water resources, environmentally sensitive features, archeological and historical sites, and floodplains. Barge will review agency databases, graphics, and other online or electronic resources to confirm the level of study that is needed for each resource and collect information regarding environmental features to be further characterized during environmental field surveys.
- Environmental justice concerns
- Facilities Plan draft to the City for review
- A Facilities Plan review meeting will be held with the City, and comments will be incorporated into the Final Facilities Plan for submittal to SRF.
- Revised Facilities Plan based on one round of SRF comments

Task 1 Deliverables

The following deliverables will be provided as part of this task:

- Draft of Facilities Plan (PDF copy and 3 hard copies)
- Final Facilities Plan (PDF copy and 7 hard copies)

Task 1 Assumptions

The following assumptions are applicable to the above scope of services:

- The City understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's Opinion of Probable Construction (OPCC) is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

Task 2 – Property Location and Easement Documents

- Field location of property boundaries to produce legal easement drawings and descriptions.
- Barge will provide temporary and permanent easement descriptions on each parcel on which easements are required for the entire 21,000 linear foot trunk sewer alignment for the City's use in acquiring the easements. The legal description of each easement will include a figure identifying and dimensioning the easement to correspond with the written descriptions and will include the area

in square feet and acres for each easement. Barge assumes no more than 50 easement documents will be required.

Task 2 Deliverables

The following deliverables will be provided as part of this task:

- Signed and sealed legal easement descriptions, including figures on each parcel or property on which easements are required

Task 3 – Construction Documents

The following tasks will be conducted to produce construction documents for submittal to SRF and bidding:

Construction Documents

- Complete set of plans and specifications and submit signed construction documents addressing comments from the City's review of the final design documents. The construction documents will be suitable for bidding the initial phase of the project from the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street.
- Final geotechnical baseline report
- Updated OPCC
- Estimated construction schedule
- SRF procurement documents and General Conditions in the construction documents

NPDES Construction Stormwater Permit

- A TDEC Stormwater Pollution Prevention Plan (SWPPP) Construction General Stormwater Permit application will be prepared based on site specific erosion and sedimentation controls between the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street.

TDEC Division of Water Resources

- The sealed construction plans will be submitted to the TDEC Division of Water Resources for authorization to construct for the trunk sewer from the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street.

Task 3 Deliverables

The following deliverables will be provided as part of this task:

- Construction documents signed and sealed for initial phase of the project from the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street.
- TDEC SWPPP Construction General Stormwater Permit between the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street.
- TDEC Division of Water Resources authorization to construct between the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street.

Task 3 Assumptions

The following assumptions are applicable to the above scope of services:

- Traffic control plans for roadway crossings are not included in the scope of services. Traffic control plans for the greenbelt will be included as necessary.
- Bypass pumping plans are not included in the scope of services. A bypass pumping specification of minimum requirements will be included however.
- Vacuum potholing and other subsurface location of existing utilities are not included in the scope of services.
- Permitting fees will be paid by the City.
- The City understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

Task 4 – National Environmental Policy Act Services

SRF will provide an Environmental Assessment (EA) in accordance with National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 7 of the Endangered Species Act, and other applicable federal, state, and local environmental laws as part of the funding request. This would include a review of natural resources (e.g., streams, wetlands, and endangered species) and the human/built environment (e.g., cultural resources, social impacts, and hazardous materials).

SRF will prepare project introductory letters to US Fish and Wildlife Service (USFWS), TDEC, and Tennessee State Historic Preservation Office (TN-SHPO). State and local agencies are contacted regarding any environmental concerns on the project site. Endangered Northern long-eared bat roosting sites have been identified in the project area, so a bat mist net study is anticipated under Section 7 of the Endangered Species Act. Section 106 of the National Historic Preservation Act will require a cultural resources study.

SRF will issue a decision on the final EA of either A Finding of No Significant Impact (FONSI) or a request for an Environmental Impact Statement (EIS).

The following permitting tasks will be conducted for the 21,000 linear feet trunk sewer alignment unless specifically noted otherwise:

Bat Mist Net Survey

- USFWS study plan submittal
- Field surveys based on 2023 USFWS Bat Survey Guidelines and assumes the level of survey effort for Northern long-eared bat's requiring 4 Net Nights/km of forested habitat. The project site has 6 Km of forested habitat for an assumed effort of 6 net sites and 24 net nights.
- Report development
- Radio tracking for a maximum of two bats. The effort assumes that not more than one bat is tracked at one time. Bats will be tracked during the day within a search radius of 2.5 miles from the point of capture to locate roost trees, up to a maximum of seven days. Daily telemetry searches will be conducted until the bat is located for a minimum of four hours and a maximum of 8 hours per day.
- Attend SRF public meeting

Cultural Resources Survey

- Phase 1 cultural resource survey
- The scope of work for the project includes both archaeological and architectural surveys. The Area of Potential Effects (APE) for the project is approximately 228 acres in size. Previous disturbances within the APE (parking lots, buildings, roads, etc.) have disturbed approximately 75 acres of the survey area. This leaves 153 acres of area that will need to be shovel tested. Disturbed areas will be subject to pedestrian survey.
- Soils data indicates that a large portion of the project area is situated in floodplain soils. A sample of these soils will need to be bucket augered to determine the potential for buried archaeological deposits.

- Examine archaeological site files maintained by the Tennessee Division of Archaeology (TDOA) in Nashville will be consulted to determine if any known sites are located in the project area or within one mile of it.
- The entire proposed project area will be subjected to pedestrian survey.
- Pedestrian survey will be supplemented by screened shovel testing. Shovel tests will be excavated at a 30-meter interval on transects spaced 30 meters apart in areas with less than 50 percent surface visibility and less than 15 percent slope. Each test will measure approximately 30 centimeters square and will be excavated to the sterile subsoil, but not deeper than 70 cm. If deposits extending beyond 70 cm are encountered, a bucket auger will be used to determine the depth of the deposit if possible. If there is a positive shovel test, the interval between the tests will be reduced to 15 meters and the transect will continue until two consecutive negative tests are encountered. It is estimated that no more than 780 shovel tests will be excavated on no more than 10 archaeological sites within the APE. Photographs of representative shovel tests will be taken.
- A maximum of 5 bucket augers will be excavated.
- Any artifacts recovered will be placed in paper bags marked with the appropriate provenience information. The scope assumes recovery of a maximum of 500 artifacts recovered.
- Laboratory analysis will be performed on recovered artifacts within guidelines of TDOA. Following completion of the analysis of artifacts, they will be prepared to be returned to the individual property owners. No curation facility costs will be incurred.
- Review of survey records maintained by the Tennessee Historical Commission (THC) to identify any previously recorded architectural resources located in or in the immediate vicinity of the permit area.
- Document historic architectural resources (50 years of age or older) located within the project area. Based on available mapping, no more than 35 resources are estimated within the project corridor. If the records review identifies any National Register listed or eligible sites within the immediate viewshed of the project area, sufficient photographs will be taken to assess the project's effects to these sites.

Task 4 Deliverables

The following deliverables will be provided as part of this task:

- Draft bat mist net report (PDF format)
- Final bat mist net report (PDF format)
- Draft cultural resources field report (PDF format)

- Final cultural resources field report (PDF format)
- Draft archeological technical report (PDF format)
- Final archeological technical report (PDF format)
- Draft architectural history technical report (PDF format)
- Final architectural history technical report (PDF format)

Task 4 Assumptions

The following assumptions are applicable to the above scope of services:

- Barge will have access to the site and adjoining areas, as required.
- No cultural or architectural resource surveys will be provided outside of the 228-acre project boundaries.
- Permitting fees will be paid by the City.
- Fish sweeps, and/or macroinvertebrate/crayfish/mussel threatened or endangered species surveys are included in the scope of services.
- Based on the proposed construction activities, it is anticipated that no air quality or noise assessments will be needed and are thus not included.
- It is assumed that additional public involvement activities, beyond the comment period, would not be required. Attendance at one public meeting is included in the scope of services. If needed, Barge is available to assist with additional public involvement activities as additional services if requested.
- Preparation of an EIS is not included in the scope of services.

III. Project Schedule

The preliminary project schedule is shown in the table below.

Tasks	2024Q2	2024Q3	2024Q4	2025Q1	2025Q2	2025Q3
Task 1 – SRF Facilities Plan						
Task 2 – Property Location and Easement Documents						
Task 3 – Construction Documents						
Task 4 – NEPA Permitting						

IV. Compensation

The cost to complete the scope of work as defined in the tasks above is provided in the fee summary table below. City agrees to pay Barge a Lump Sum Fee of \$447,000 to complete the scope of work as defined above.

Fee Summary Table

Items	Fee Type	Fee Amount
Task 1 – SRF Facilities Plan	Lump Sum	\$80,000
Task 2 – Easement Documents	Lump Sum	\$60,000
Task 3 – Construction Documents ¹	Lump Sum	\$141,000
Task 4 – NEPA Permitting ²	Lump Sum	\$166,000
TOTAL		\$447,000

¹ Delve Underground is \$43,507 of this item

² Jackson Environmental is \$64,860 of this item and Cultural Resource Analysts, Inc. is \$90,168 of this item.

V. Additional Services

Additional engineering support services, including but not limited to the items listed below, can be provided upon request and approval of detailed scope and fee by the City.

- Bid phase services
- Construction phase services
- Resident Project Representative (RPR) services
- Additional meetings with local, State, or Federal agencies to discuss the Project beyond those indicated in the Basic Services.
- Appearances at public hearings or before special boards, except as specifically indicated in the Basic Services.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Special consultants or independent professional associates, other than those indicated in the scope above, that are requested or authorized by the City.
- Support services in connection with public information/relations activity as requested by the City.
- Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners.
- Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; design changes initiated by the City after City's acceptance of milestone reviews; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer 's control.

- Involvement with and responding to a formal Value Engineering review conducted by a third party. Revisions of design, drawings, and specifications arising from the formal third-party Value Engineering review which cause changes in the general scope, extent or character of the Project, including but not limited to changes in size, complexity, City's schedule, character of construction, or method of financing.
- Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- Providing stream or wetland compensatory mitigation plans.
- Providing construction surveys and staking; and providing other special field surveys.
- All review or permit fees charged by the State or other agencies are not included in the basic compensation and will be paid directly by the City.
- Providing permitting assistance beyond the level of effort outlined in Basic Services.
- Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by the City for the Work or a portion thereof.
- Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

REEDY CREEK TRUNK SEWER REPLACEMENT (Lovedale to Clinchfield)



Item X15.



AGENDA ACTION FORM

Consideration of a Resolution Renewing the Award of the Bid for Unleaded Gasoline & Ultra-Low Sulfur Diesel.

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

Action Form No.: AF-121-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Committee
Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on April 14, 2022 for the purchase of Unleaded Gasoline and Ultra-Low Sulfur Diesel for use by the City. The City’s Invitation to Bid included a renewal option clause which allows the City to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Fleet Maintenance Manager and the Procurement Manager to extend the following fuel purchases with Petroleum Traders Corp. for an additional 12 month period with no increase as follows:

Unleaded Gasoline – markup margin of .0265 above the daily average rack price per OPIS rack price the day of delivery

Ultra-Low Sulfur Diesel – markup margin of .0522 above the daily average rack price per OPIS rack price the day of delivery

The time frame for this award is July 1, 2024 through June 30, 2025.

Please see the attached documents for more information.

Funding is identified in various City and Schools accounts.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo & Renewal Letter

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF ULTRA LOW SULFUR DIESEL FUEL AND RENEWING THE AWARD OF BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT AND VEHICLES TO PETROLEUM TRADERS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 14, 2022, for the purchase of ultra-low sulfur diesel fuel and unleaded gasoline for use in city equipment and vehicles; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase, on an annual basis, in one-year up to three-years increments, provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, on May 3, 2022, the board adopted Resolution No. 2022-226 which awarded the bid for the purchase of unleaded gasoline to Petroleum Traders Corporation based on the invitation to bid and response opened on April 14, 2022; and

WHEREAS on May 3, 2022, the board adopted Resolution No. 2022-227 which awarded the bid for the purchase of ultra-low sulfur diesel fuel to Petroleum Traders Corporation based on the invitation to bid and response opened on April 14, 2022; and

WHEREAS, based on the terms of the invitation to bid and acceptable pricing having been submitted by Petroleum Traders Corporation the city would like to renew the award of bid for the period of July 1, 2024, through June 30, 2025; and

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

Now therefore,

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

SECTION I. That the renewal of the bid to purchase of ultra-low sulfur diesel fuel and unleaded gasoline for use in city equipment and vehicles; for ultra-low sulfur diesel fuel at cost plus \$0.0522 per gallon mark-up margin above the daily average rack price and for unleaded gasoline at cost plus \$0.0265 per gallon mark-up margin above the daily average rack price per OPIS the day of delivery by Petroleum Traders Corporation, is approved and the city manager is authorized to execute purchase orders 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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
April 14, 2022
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

UNLEADED GASOLINE	
Vendor:	Markup Margin:
Tri Star Energy, LLC	.0624
Gladieux Trading & Marketing Co.	.1206
Colonial Oil Industry	.0464
Mansfield Oil Co.	.0731
Petroleum Traders Corp.	.0265
Rogers Petroleum	.14

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

MINUTES
BID OPENING
April 14, 2022
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

ULTRA LOW SULFUR DIESEL	
Vendor:	Markup Margin:
Tri Star Energy, LLC	.0645
Gladieux Trading & Marketing Co.	.1019
Colonial Oil Industry	.0796
Mansfield Oil Co.	.0734
Petroleum Traders Corp.	.0522
Rogers Petroleum	.15

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



**PETROLEUM TRADERS
CORPORATION**

7120 Pointe Inverness Way
PO BOX 2357

Fort Wayne, IN 46801-2357
(260) 432-6622

Tuesday, April 2, 2024

Nikisha Eichmann, CPPB
City of Kingsport
415 Broad Street
Suite 438
Kingsport, TN 37660
NikishaEichmann@KingsportTN.gov

RE: Renewal

Good afternoon Ms. Eichmann,

We would like to advise that we are willing to renew and hold our current prices for another year.

Respectfully,

Adam Carteaux
Petroleum Traders Corporation



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 2, 2024
Re: Diesel and Unleaded Gasoline Purchase Recommendation

This memo will confirm my review to renew the current contract for ultra-low sulfur diesel and unleaded gasoline for FY 25. It is my recommendation to extend the current purchasing contract for ultra-low sulfur diesel and unleaded gasoline to Petroleum Traders Corporation.

Petroleum Traders Corporation delivery times have met our expectations in the past and are expected to in the future.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.



AGENDA ACTION FORM

Consideration of a Resolution Renewing the Award of the Bid for Propane & Propane Conversion Kits

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

Action Form No.: AF-122-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Committee
Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on May 23, 2018 for the purchase of Propane which includes propane conversion kits for use by the City. The City's Invitation to Bid included a renewal option clause which allows the City to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Fleet Maintenance Manager and the Procurement Manager to extend the propane & propane conversion kits with Blossman Gas at \$.325 per gallon mark-up margin above the daily average rack price for Martin, TN per Lexington, SC the day of delivery.

The time frame for this renewal is July 1, 2024 through June 30, 2025.

Please see the attached documents for more information.

Funding is identified in various City and Schools accounts.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo & Renewal Letter

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR THE PURCHASE OF PROPANE AUTO GAS AND PROPANE CONVERSION KITS FOR USE IN CITY EQUIPMENT AND VEHICLES TO BLOSSMAN GAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 23, 2018, for the purchase of propane auto gas and propane conversion kits on an as needed basis for use by all city departments and schools;

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase for an additional twelve months, provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, the board adopted Resolution No. 2018-195 which awarded the bid for the purchase of propane auto gas to Blossman Gas, Inc.; and

WHEREAS, the board adopted Resolution No. 2019-100 which awarded the bid for the purchase of propane conversion kits to Blossman Gas, Inc.; and

WHEREAS, the city would like to renew the award of bid for the purchase of propane auto gas and propane conversion kits for the period of July 1, 2024, through June 30, 2025; and

WHEREAS, the city would like to renew the award of bid for propane conversion kits from Blossman Gas on an as needed basis for use by Fleet Maintenance, at a cost of \$4,100.00 per kit; and

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

Now therefore,

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

SECTION I. That the renewal of the bid to purchase of propane auto gas for use in city equipment and vehicles by Blossman Gas is approved and the city manager is authorized to execute purchase orders for the same.

SECTION II. That the renewal of the bid to purchase propane conversion kits on an as needed basis for use by Fleet Maintenance at a cost of \$4,100.00 per kit Blossman Gas is approved, and the city manager is authorized to execute purchase orders for the same.

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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES BID OPENING

May 23, 2018 - 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager. The Bid Opening was held in the Council Room, City Hall. The Procurement Manager opened with the following bids:

PROPANE			
Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
SOURCE OF FUEL SUPPLY	Lex. S.C.	Martin, TN per Lexington, SC	Apex North Carolina
MARK UP MARGIN FOR PROPANE	\$.25 per gallon	\$.28 per gallon	\$.495
AWARDED VENDOR MUST HAVE THE ABILITY TO SUPPLY EPA CERTIFIED PROPANE CONVERSION KITS FOR AUTOMOTIVE AND SMALL EQUIPMENT APPLICATIONS	Yes	Yes	No
IS THE PROPANE SUPPLIER WILLING TO ASSIST IN THE EXPANSION OF THE CITY OF KINGSPORT'S AUTO-GAS USAGE BY CONTRIBUTING \$_____ PER ADDITIONAL VEHICLE CONVERTED OR PURCHASED FOR AUTO GAS USE(LIMITED TO PREFERRED SUPPLIERS WHICH ARE PRINZ & ICOM):	\$0.00	Attachment "A" Blossman Gas and Alliance Autogas are strategic partners working together to provide a complete solution for your business needs. Alliance Autogas will provide an \$800.00 discount on the conversion system pricing listed above from July 1, 2018 – June 30, 2019 if you choose Blossman Gas as your sole propane provider during this timeframe. Note: If you were to purchase 25 systems during this fiscal year, then the \$800.00 savings per conversion kit would equate to a total savings of \$20,000.00 for the City of Kingsport. Yes	\$1,000.00 Yes
IS THE PROPANE SUPPLIER WILLING TO PROVIDE PREVENTIVE AND REACTIVE MAINTENANCE TO AUTO-GAS DISPENSING INFRASTRUCTURE? IF SO, THERE WOULD BE A MINIMUM OF TWO (2) INSPECTIONS PER YEAR. PRICE PER INSPECTION FOR INFRASTRUCTURE SAFETY & PERFORMANCE INSPECTION HOURLY LABOR CHARGE FOR ADDITIONAL REPAIRS PER HOUR MARKUP % FOR NEEDED PARTS AND SUPPLIES FOR INFRASTRUCTURE REPAIRS	No	Yes Free Free	Yes \$0.00 \$90.00 \$20.00

Item X17.

Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
IS THE PROPANE SUPPLIER ABLE TO SUPPLY & PROVIDE PRICING FOR THE FOLLOWING EPA CERTIFIED CONVERSION SYSTEMS TO BE USED IN THE CITY OF KINGSPORT'S AUTO GAS PROGRAM?	Yes	Yes *See Attachment "A" above.	No We can assist with our contacts to get the best prices possible but would have to mark up if we are the middleman.
CONVERSION SYSTEM PRICING TO INCLUDE TANK:	Cost + Freight	Pricing below is with you all completing the installations.	
COST PER SYSTEM FOR HARD WIRED SYSTEMS (V-8 CHARGER) \$ _____ BRAND	Cost	\$4,900.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V6/V8 (F-150, F-250, EXPLORER, ETC) \$ _____ BRAND	Cost	\$5,800.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V10 (E-450/F4-750) \$ _____ BRAND	Cost	\$7,000.00 Prins	

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

April 17, 2024

City of Kingsport
Procurement Department
415 Broad Street
Kingsport, TN

Re: Propane AutoGas Contract

We appreciate being a service provider for the City of Kingsport and your AutoGas Program. Thank you for your long-term operations of a Propane AutoGas Program.

We would like to accept the opportunity to renew the current Propane AutoGas Contract with the City of Kingsport as listed below.

- The current contract pricing for propane fuel and AutoGas Systems remains the same.
- The current mark-up margin is 0.325 per gallon.
- The Prins AutoGas Systems, services and support for the City of Kingsport and your Propane AutoGas Program would remain the same.
- With the dates of: July 1, 2024 – June 30, 2025

Thank you for being a customer. Also, for this opportunity for us to continue as a service provider to the City of Kingsport. Please contact us if you have any questions or need any additional information from us.

Best regards,
Kory Ball
Blossman Gas
Happy Fox
Alliance AutoGas



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 18, 2024
Re: Propane Purchase Recommendation

This memo will confirm my review to renew the current contract for propane fuel & propane conversion kits for FY 25. It is my recommendation to extend the current purchasing contract for propane fuel supply and delivery and propane conversion kits to the Blossman Gas.

Blossman Gas delivery times have met our expectations in the past and are expected to in the future.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BIDS FOR THE PURCHASE OF ASPHALT TO BLACK OPS MATERIALS, FULLER ASPHALT MATERIALS, W-L CONSTRUCTION AND PAVING CO., INC. AND SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 18, 2024, for the purchase of asphalt for use by all city departments on an as needed basis; and

WHEREAS, the specifications for the bid state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds Black Ops Materials, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city and the City of Kingsport desires to purchase asphalt from Black Ops Materials, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. at an estimated annual cost of \$1,000,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of various types of asphalt for use by all city departments are awarded to Black Ops Materials, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. at an annual estimated cost of \$1,000,000.00, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
April 18, 2024
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

ASPHALT				
Vendor:	Black Ops Materials	Fuller Asphalt Materials	W-L Const. & Paving	Summers Taylor Inc.
Asphalt Surface, Plant Mix (411-E, W/Rap) Per Ton	\$102.00	No Bid	\$97.90	\$101.00
Asphalt Surface, Plant Mix (411-E, No Rap) Per Ton	\$106.00	\$97.00	\$103.50	\$103.00
Asphalt Binder, Plant Mix (307-C) Per Ton	\$101.00	\$93.00	\$91.20	\$98.00
Asphalt Binder, Plant Mix (307-B) Per Ton	\$98.00	\$87.00	\$89.00	\$94.00
Asphalt Surface, Plant Mix (411-D, W/Rap) Per Ton	\$115.00	No Bid	\$99.90	\$102.00
Asphalt Surface, Plant Mix (411-D, No Rap) Per Ton	\$119.00	No Bid	\$105.60	\$105.00

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

MEMORANDUM

April 19, 2024

TO: Nikisha Eichmann, Assistant Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and Black Ops Materials). The bids were close and we would be able to use any one of the companies based on their distance from the job site.

Our recommendation for the Stone bid would be to award to all three bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., and Icon Environmental). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to all four bidders (Summers-Taylor, Ready Mix USA, SRM Concrete, and PRI East TN, Inc.). The bids were very close and we would be able to use any of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY25

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

Action Form No.: AF-125-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on April 18, 2024 for the purchase of concrete for use by all City Departments for FY25 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to, SRM Concrete, Ready Mix USA, Summers-Taylor, Inc. & PRI East Tennessee, Inc. at an estimated annual cost of \$200,000. Please see attached bid minutes for cost per CY.

Funding is identified in various department accounts.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF CONCRETE TO SRM CONCRETE, READY MIX USA, SUMMERS TAYLOR, INC. AND PRI EAST TENNESSEE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened on April 18, 2024, for the purchase of concrete for use by all city departments on an as needed basis; and

WHEREAS, the specifications for the bid state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds that SRM Concrete, Ready Mix USA, Summers-Taylor, Inc. & PRI East Tennessee, Inc., are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material or service desired and is in the best interest and advantage to the city; and the City of Kingsport desires to purchase concrete from SRM Concrete, Ready Mix USA, Summers-Taylor, Inc. & PRI East Tennessee, Inc., at an estimated annual cost of \$200,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of various types of concrete all as set out above, for use by all city departments, is awarded to SRM Concrete, Ready Mix USA, Summers-Taylor, Inc. & PRI East Tennessee, Inc., and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
April 18, 2024
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

CONCRETE				
Vendor:⇒	SRM Concrete	Ready Mix USA	Summers - Taylor	PRI East TN, Inc.
5000 PSI – Delivered Cost	\$180.00	\$166.00	\$173.00	\$330.00
4000 PSI – Delivered Cost	\$174.00	\$161.00	\$170.00	\$315.00
3000 PSI – Delivered Cost	\$168.00	\$156.00	\$162.00 **	\$300.00
Minimum Amount Delivered/CY	6 CY	4 CY	4 CY	N/A **
Cost/Mile for Delivery to Site	Fuel/Environmental Surcharge \$40.00 per load.	N/A	\$75.00, 4 yds or less	N/A
Extended Prices to Developers	Yes	No	No	No
Comments:	Please see attached quote #125073 for additional charges.		**If we do not have fly ash – mix cost will be + \$6.00 pcy	**5 CY or less Add \$1,200.00

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

MEMORANDUM

April 19, 2024

TO: Nikisha Eichmann, Assistant Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and Black Ops Materials). The bids were close and we would be able to use any one of the companies based on their distance from the job site.

Our recommendation for the Stone bid would be to award to all three bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., and Icon Environmental). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to all four bidders (Summers-Taylor, Ready Mix USA, SRM Concrete, and PRI East TN, Inc.). The bids were very close and we would be able to use any of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for FY25

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

Action Form No.: AF-126-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on April 18, 2024 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY25. This bid was issued as a joint invitation to bid with the City of Church Hill, TN. It is recommended to award the bid for the purchase of the items contained therein to Vulcan Construction Materials, Icon Environmental, & Glass Machinery & Excavation, Inc. at an estimated annual cost of \$250,000. Please see attached bid minutes for cost per ton.

Funding is identified in various department accounts.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP, ICON ENVIRONMENTAL AND GLASS MACHINERY AND EXCAVATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 18, 2024, for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials, LP is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Vulcan Construction Materials, LP Crusher Run Stone at the cost of \$21.00 per ton, Stone-TN Highway No. 68 at the cost of \$24.00 per ton, Stone-TN Highway No. 57 at the cost of \$24.00 per ton, Stone-TN Highway No. 8 at the cost of \$24.00 per ton, and Stone-TN Highway No. 10 at the cost of \$24.00 per ton, with the cost per mile for delivery \$4.00 for the first mile and \$0.40 for each additional mile; and

WHEREAS, upon review of the bids, the board finds Icon Environmental is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Icon Environmental Crusher Run Stone at the cost of \$26.00 per ton, Stone-TN Highway No. 68 at the cost of \$26.00 per ton, Stone-TN Highway No. 57 at the cost of \$26.00 per ton, Stone-TN Highway No. 8 at the cost of \$26.00 per ton, and Stone-TN Highway No. 10 at the cost of \$26.00 per ton, with the cost per mile for delivery \$6.50 per mile; and

WHEREAS, upon review of the bids, the board finds Glass Machinery and Excavation, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Glass Machinery and Excavation, Inc. Crusher Run Stone at the cost of \$26.00 per ton, Stone-TN Highway No. 68 at the cost of \$26.00 per ton, Stone-TN Highway No. 57 at the cost of \$26.00 per ton, Stone-TN Highway No. 8 at the cost of \$26.00 per ton, and Stone-TN Highway No. 10 at the cost of \$26.00 per ton, with the cost per mile for delivery \$6.50 per mile; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

Item X110.

SECTION I. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Vulcan Construction Materials, LP as set out above, and the city manager is authorized to execute purchase orders for the same.

SECTION II. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Icon Environmental as set out above, and the city manager is authorized to execute purchase orders for the same.

SECTION III. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Glass Machinery and Excavation, Inc. as set out above, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
April 18, 2024
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

STONE			
Vendor:	Vulcan Materials	Icon Environmental	Glass Machinery & Excavation, Inc.
Crusher Run Stone City of Kingsport	\$21.00	\$26.00	\$26.00
Crusher Run Stone City of Church Hill	\$21.00	\$26.00	\$26.00
Stone, TN Hwy. #68 City of Kingsport	\$24.00	\$26.00	\$26.00
Stone, TN Hwy. #68 City of Church Hill	\$24.00	\$26.00	\$26.00
Stone, TN Hwy. #57 City of Kingsport	\$24.00	\$26.00	\$26.00
Stone, TN Hwy. #57 City of Church Hill	\$24.00	\$26.00	\$26.00
Stone, TN Hwy. #8 City of Kingsport	\$24.00	\$26.00	\$26.00
Stone, TN Hwy. #8 City of Church Hill	\$24.00	\$26.00	\$26.00
Stone, TN Hwy. #10 City of Kingsport	\$24.00	\$26.00	\$26.00
Stone, TN Hwy. #10 City of Church Hill	\$24.00	\$26.00	\$26.00
FOB Point Located at:	400 Deneen Ln.	142 Bradley Creek Rd. Church Hill	142 Bradley Creek Rd. Church Hill
Cost Per Mile For Delivery City of Kingsport	\$4.00 First Mile \$0.40 Add. Mile	\$6.50 Per Mile	\$6.50 Per Mile
Cost Per Mile For Delivery City of Church Hill	\$4.00 First Mile \$0.40 Add. Mile	\$6.50 Per Mile	\$6.50 Per Mile
Extension of Bid Price to Developers	No	Yes	Yes
Areas Serviced – Both, Southside, Northside	Both	Both	Both

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

MEMORANDUM

April 19, 2024

TO: Nikisha Eichmann, Assistant Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and Black Ops Materials). The bids were close and we would be able to use any one of the companies based on their distance from the job site.

Our recommendation for the Stone bid would be to award to all three bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., and Icon Environmental). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to all four bidders (Summers-Taylor, Ready Mix USA, SRM Concrete, and PRI East TN, Inc.). The bids were very close and we would be able to use any of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for Contracted Truck Hauling for FY25

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

Action Form No.: AF-127-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on April 17, 2024 for Contracted Truck Hauling for use by the Public Works Department for FY25 on an as needed basis. It is recommended to award the bid to American Environmental, LLC, Glass Machinery & Excavation, Inc., & Summers-Taylor, Inc. at an estimated annual cost of \$60,000. Please see attached bid minutes for diesel cost per gallon.

Funding is identified in various department accounts.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR CONTRACTED TRUCK HAULING FOR FISCAL YEAR 2025 TO AMERICAN ENVIRONMENTAL, LLC, GLASS MACHINERY AND EXCAVATION, INC. AND SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 17, 2024, for contracted truck hauling services to serve the public works department on an as needed basis; and

WHEREAS, upon review of bids, the board finds American Environmental, LLC, Glass Machinery & Excavation, Inc., & Summers-Taylor, Inc. are the lowest responsible compliant bidders meeting specifications for a particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase contracted truck hauling from American Environmental, LLC, Glass Machinery & Excavation, Inc., & Summers-Taylor, Inc. at an estimated annual cost of \$60,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of various types of asphalt for use by all city departments are awarded to American Environmental, LLC, Glass Machinery & Excavation, Inc., & Summers-Taylor, Inc. at an annual estimated cost of \$60,000.00, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES

April 17, 2024

4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

Contracted Truck Hauling			
Diesel Cost Per Gallon	Vendors		
	American Environmental LLC **	Glass Machinery & Excavation, Inc.	Summers-Taylor Inc.
\$2.00	\$125.00	\$105.00	\$130.50
\$2.25	\$125.00	\$105.00	\$130.50
\$2.50	\$125.00	\$105.00	\$130.50
\$2.75	\$125.00	\$105.00	\$130.50
\$3.00	\$125.00	\$107.00	\$136.70
\$3.25	\$125.00	\$109.00	\$136.70
\$3.50	\$125.00	\$111.00	\$136.70
\$3.75	\$125.00	\$113.00	\$136.70
\$4.00	\$125.00	\$115.00	\$143.00
\$4.25	\$125.00	\$117.00	\$143.00
\$4.50	\$125.00	\$119.00	\$143.00
\$4.75	\$125.00	\$121.00	\$143.00
\$5.00	\$125.00	\$123.00	\$149.40
\$5.25	\$126.60	\$125.00	\$149.40
\$5.50	\$128.15	\$127.00	\$149.40
\$5.75	\$129.70	\$129.00	\$149.40
\$6.00	\$131.25	\$131.00	\$155.70
\$6.25	\$132.85	\$133.00	\$155.70
\$6.50	\$134.40	\$135.00	\$155.70
\$6.75	\$136.00	\$137.00	\$155.70
\$7.00	\$137.50	\$139.00	\$162.00
\$7.25	\$139.10	\$141.00	\$162.00
\$7.50	\$140.65	\$143.00	\$162.00
\$7.75	\$142.20	\$145.00	\$162.00
\$8.00	\$143.75	\$147.00	\$168.50
\$8.25	\$145.35	\$149.00	\$168.50
\$8.50	\$146.90	\$151.00	\$168.50
\$8.75	\$148.50	\$153.00	\$168.50
\$9.00	\$150.00	\$155.00	\$174.75
\$9.25	\$151.60	\$157.00	\$174.75
\$9.50	\$153.20	\$159.00	\$174.75
\$9.75	\$154.70	\$161.00	\$174.75
\$10.00	\$156.25	\$163.00	\$181.10
\$10.25	\$157.90	\$165.00	\$181.10

\$10.50	\$159.40	\$167.00	\$181.10
\$10.75	\$161.00	\$169.00	\$181.10
\$11.00	\$162.50	\$171.00	\$187.50
\$11.25	\$164.10	\$173.00	\$187.50
\$11.50	\$165.70	\$175.00	\$187.50
\$11.75	\$167.20	\$177.00	\$187.50
\$12.00	\$168.75	\$179.00	\$193.80
\$12.25	\$170.40	\$181.00	\$193.80
\$12.50	\$171.90	\$183.00	\$193.80
\$12.75	\$173.50	\$185.00	\$193.80
\$13.00	\$175.00	\$187.00	\$200.15
\$13.25	\$176.60	\$189.00	\$200.15
\$13.50	\$178.20	\$191.00	\$200.15
\$13.75	\$179.70	\$193.00	\$200.15
\$14.00	\$181.25	\$195.00	\$206.50
\$14.25	\$182.90	\$197.00	\$206.50
\$14.50	\$184.40	\$199.00	\$206.50
\$14.75	\$186.00	\$201.00	\$206.50
\$15.00	\$187.50	\$203.00	\$206.50
			Bid Submitted Electronically

** American Environmental does not haul asphalt.

Price submitted are based on an hourly rate.

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

MEMORANDUM

April 18, 2024

TO: Nikisha Eichmann, Assistant Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Contracted Truck Hauling Bid Award

Greg Willis and I have reviewed the recent bids for Contracted Truck Hauling.

Our recommendation for the Contracted Truck Hauling would be to award the bid to all three bidders (American Environmental, LLC, Glass Machinery & Excavation, Inc., and Summers-Taylor Inc.). This allows us flexibility to use any of the companies based on their availability.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Tennessee Department of Environment and Conservation Local Parks and Recreation Fund Grant

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

Action Form No.: AF-120-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Kitty Frazier/BMP Staff
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will execute all documents necessary to apply for and receive a Tennessee Department of Environment and Conservation (TDEC) Local Parks and Recreation Fund (LPRF) Grant in the amount of \$5,800,000.

The grant projects as proposed will provide enhancements at Bays Mountain Park and enhancements to Brickyard Park including:

- Nature Center Entry Walk
- Nature Center Phase 2 Renovation
- Nature Center Event Terrace
- New Otter Habitat
- Brickyard Park - Expanded parking lot adjacent to the Pump Track/Skate Park
- Brickyard Park - New Bike trails & access paths near the Pump Track/Skate Park

Total grant funding being requested is \$5,800,000. LPRF grants require a 50/50 funding match and Kingsport's matching funds are primarily through sponsorship (see attachment) dollars allocated to various project accounts along with the city's portion of the Otter Habitat and Exhibits Project funding.

The grant application requires a letter from the mayor and a resolution from the City approving submittal of the grant application, assurance of available matching funds, and acknowledgement that the property deeds where the grant projects will occur will be registered with a Notice of Limitation of Use, to include a boundary map. The mayor must also sign grant application budget forms.

Applications are Due May 22nd. TDEC has not released an award timeline. Grant contracts are for three years.

- Attachments:**
1. Resolution
 2. Attachment

Item X112.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION LOCAL PARKS AND RECREATION FUND GRANT

WHEREAS, the Tennessee Department of Environment and Conservation's Recreation Resources division administers federal and state recreational grant programs available to local governments; and

WHEREAS, one such grant offered is through the Local Parks and Recreation Fund (LPRF) which provides eligible local government entities funding for the purchase of land, development of trails, and capital projects in parks, natural areas and greenways; and

WHEREAS, the city deems it beneficial to apply for a LPRF grant and if awarded utilize the funds for enhancements at Bays Mountain Park including nature center improvements and a new otter habitat as well as enhancements at Brickyard Park such as to expand the parking lot at the pump track, new bike trails and access paths; and

WHEREAS, the maximum amount of the grant funds which can be awarded is \$5,800,000.00 and requires a 50/50 match; and

WHEREAS, the matching requirement can be satisfied through funds currently allocated to projects through donations as well as the funds city has allocated for the otter habitat and exhibits project.

Now therefore,

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

SECTION I. That the board authorizes the filing of an application for a LPRF grant.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Local Parks and Recreation Fund Grant from the State of Tennessee Department of Environment and Conservation in the amount of \$5,800,000.00 which requires a 50/50 local match as well as all other documents necessary and proper to apply for the grant and to effectuate the purpose of this resolution.

SECTION III. That the mayor is authorized to execute, in a form approved by the city attorney, 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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Local Parks And Recreation Fund Grant

LPRF - What will this grant accomplish?

- Leverages \$2.9m for an additional \$2.9m in state dollars
- New Entry Way for Bays Mountain Park
- New Event Terrace Area
- Nature Center Interior Phase 2 Renovation
 - Custom ADA accessible Kids Cave
- New Otter Habitat
- Expand Scott Adams Skatepark/Pump Track Parking
- Addition of bike trails & access paths at Pump Track/Skate Park



Sponsors :

- James and Laura Rogers Foundation - \$1,000,000
- Eastman Credit Union - \$500,000
- Eastman Chemical Company - \$500,000
- Knoxville TVA Employees Credit Union - \$100,000
- Kingsport Community Foundation - \$100,000



AGENDA ACTION FORM

Consideration of a Resolution to Purchase One Compact Track Loader & One Kubota 4WD Tractor Utilizing Sourcewell Contracts

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

Action Form No.: AF-132-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Committee
Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the resolution

Executive Summary:

It is the recommendation of the committee to purchase one Compact Track Loader from Bobcat of the Mountain Empire utilizing Sourcewell Cooperative Purchasing Agreement #040319-CEC. It is also recommended to purchase a Kubota 4WD Tractor from Kubota of Kingsport utilizing Sourcewell Cooperative Purchasing Agreement #031121-KBA. Both of these will be used at the Landfill to replace unit 1927, a Cat Track Loader. After closer examination, the planned refurbishment of unit 1927 was determined not to be in the best interest of the City. The delivery from the dealerships to the agency is included in the total prices. The estimated delivery date for the compact track loader is 3-4 months and the tractor is 1-2 months after the PO's have been received.

\$92,035.11 Unit Cost for Compact Track Loader from Bobcat of the Mountain Empire
\$61,377.49 Unit Cost for Kubota 4WD tractor from Kubota of Kingsport

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Please see the attached recommendation memo for additional information & Sourcewell Cooperative Contracts.

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo
3. Quotes
4. Sourcewell Cooperative Contracts

Item X113.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO BOBCAT OF THE MOUNTAIN EMPIRE UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 040319-CEC FOR ONE COMPACT TRACK LOADER AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO KUBOTA OF KINGSPORT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 031121-KBA FOR ONE KUBOTA FOUR WHEEL DRIVE TRACTOR

WHEREAS, staff recommends the purchase of one compact tract loader utilizing Sourcewell Cooperative Purchasing Agreement # 040319-CEC for use at the landfill; and

WHEREAS, staff also recommends the purchase of one Kubota four wheel drive tractor utilizing Sourcewell Cooperative Purchasing Agreement # 031121-KBA for use at the landfill; and

WHEREAS, the city participates in the Sourcewell cooperative purchasing; and

WHEREAS, Tenn. Code Ann. §12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of equipment; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Bobcat of the Mountain Empire., in the amount of \$92,035.11; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Kubota of Kingsport, in the amount of \$61,377.49; and

WHEREAS, funding for this equipment is available in project account # 51150085019010.

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 Bobcat of the Mountain Empire for one compact tract loader utilizing Sourcewell Cooperative Purchasing Agreement # 040319-CEC, for use by at the landfill in the amount of \$92,035.11.

SECTION II. That the city manager is authorized to execute a purchase order to Kubota of Kingsport for one Kubota 4WD tractor utilizing Sourcewell Cooperative Purchasing Agreement # 031121-KBA, for use by the public works department in the amount of \$61.377.49.

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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 24, 2024
Re: Fleet Replacement of 1927 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 1927. The original plan was to refurbish unit 1927, but after closer examination, it was determined not to be in the best interest of the City. Instead, we are recommending to purchase a compact track loader in the amount of \$92,035.11 utilizing Sourcewell Cooperative Contract # 040319-CEC. It is also recommended to purchase a Kubota 4WD tractor in the amount of \$61,377.49 utilizing Sourcewell Cooperative Contract # 031121-KBA. Both of these units meet the expectations of the Landfill and will fulfill the requirements of their operational needs. A copy of the Sourcewell Contracts are attached. The estimated delivery for the compact track loader is 3-4 months and the tractor is 1-2 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	T770 T4 Bobcat Compact Track Loader	Bobcat of the Mountain Empire	NA City/NA Hwy
1	1	4WD Kubota M5-091HDC-1	Kubota of Kingsport	NA City/NA Hwy

The unit will be a Fleet Replacement

The unit listed below will be replaced and disposed of utilizing the current approved City process.

The Sourcewell offerings were reviewed by Rodney Deel and he is in agreement with this recommendation.

Fuel Economy Improvement

N/A

Fuel economy will be compatible with the current unit we have.

Sourcewell Contract 040319-CEC

Sourcewell Contract 031121-KBA

Replacements

1927	2010 Cat Track Loader	Mileage	17,226 Hours
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Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.



M

**KUBOTA DIESEL TRACTOR
M5-091/M5-111**

A new wide cabin, dramatically cleaner emissions, and powerful engines highlight the new M5-091/M5-111 diesel tractors from Kubota.





Product Quotation
 Quotation Number: **MF453760**
 Quote Sent Date: **Apr 09, 2024**
 Expiration Date: **May 09, 2024**

Your Bobcat Contact
Marcella Foss
 Phone:
 E-mail: marcella.foss@doosan.com

Your Customer Contact

Deliver to
CITY OF KINGSPORT
 225 W CENTER ST
 KINGSPORT, TN, 37660-4265

Chris Muncey
 Bobcat Dealer
Bobcat of the Mountain Empire, Johnson
City, TN
 3711 BRISTOL HIGHWAY
 JOHNSON CITY, , 37601

Bill to
CITY OF KINGSPORT 627269
 225 W Center St
 Kingsport, TN, 37660-4265

Item Name	Item Number	Quantity	Price Each	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	62,308.08	62,308.08
Standard Equipment: 92 HP Turbo Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Horn Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights Lift Arm Support Lift Path: Vertical Lights, Front & Rear Operator Cab Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 5 Rollers Tracks: Rubber, 17.7" wide Warranty: 2 years, or 2000 hours whichever occurs first				
Deluxe Package	M0285-P11-C12	1	7,571.52	7,571.52
<i>Included:</i> Deluxe Package:, Enclosed HVAC Cab, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Keyless Ignition, Deluxe Display, Standard Lights, Attachment Control, Single Direction Bucket Positioning, Two-Speed Travel, Telematics - Machine IQ, 3yr Standard Telematics Subscription, Ride Control , Reversing Fan				
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	680.40	680.40
High Flow Hydraulics	M0285-R03-C03	1	1,940.40	1,940.40
80" Severe Duty Bucket	7326129	1	2,037.56	2,037.56
Bolt-On Cutting Edge, 80"	6718008	1	326.88	326.88
48" Severe Duty Pallet Forks		1	1579.75	1579.75

Item X113.

80" Industrial Bucket Grapple	7168339			5078.42
80" Brushcat	7233092			8647.60
	Total for T770 T4 Bobcat Compact Track Loader			90,170.61
		Quote Total - USD		90,170.61
		Dealer P.D.I.		300.00
		Freight Charges		1,350.00
		Destination Charges		152.00
		Dealer Assembly Charges		62.50
		Quote Total - USD		92,035.11

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #_040319-CEC.

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232

Customer Acceptance:	
Quotation Number: MF453760	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____
Addresses:	
Delivery Address: _____	

Billing Address (if different from ship to): _____

Tax Exempt: Y / N

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

Quote Provided By
 KUBOTA OF KINGSPORT
 DOROTHY TIPTON
 921 E. STONE DR.
 KINGSPORT, TN 37660
 email: dtipton@kubotaofkingsport.com
 phone: 4233786100

-- Standard Features --

-- Custom Options --



M Series

M5-091HDC-1

4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE

Kubota V3800 Direct Injection
 3.8L (230 cu. In.) 4 Cyl
 EPA Tier 4 Final Compliant
 Common Rail Electronic Fuel Injection
 Electronic Engine Management
 Turbocharged
 w/Wastegate and Intercooled
 Fuel Tank Capacity: 27.7 Gal
 60 Amp Alternator ROPS
 80 Amp Alternator Cab
 12V 900 CCA Battery
 SAE Gross HP: 92.5
 Engine Net HP: 85.5
 Max . PTO HP: 76
 Cab @ 2600 Engine RPM
 ROPS @ 2400 Engine RPM

TRANSMISSION

8F/8R Two Range, 4-Speed
 12F/12R Two Range, 6-Speed
 540/540E
 24F/24R Two Range, 6-Speed Hi/Lo
 540/540E
 24 speed on M5-111 only
 Auto 4WD Function
 Electro-Hydraulic Shuttle Shift
 Clutch - Multi Plate Wet
 Planetary Final Drives
 Hydraulic Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
 2WD: Tubular Steel Beam Telescoping
 4WD: Cast Iron, Bevel Gear 55 deg
 Planetary Final Drives
 Adj. (Rim) Tread Spacing

EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)
 SCR System

FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal
 DEF Tank Capacity: 3.2 gal
 Cooling System: 11 qts
 Crankcase: 11.3 qts
 Hydraulics/Trans: 15.85 gal

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump
 Max. Flow @ Rated Engine Speed: ROPS:
 2400 rpm
 Cab: 2600 rpm
 Power Steering: 5.4 gpm
 Impl. Flow ROPS: 15.9 gpm
 Impl. Flow Cab: 17.0 gpm
 Total Flow - ROPS: 21.3 gpm
 Total Flow - Cab: 23.1 gpm

INSTRUMENTS

LCD readout for MPH and PTO rpm
 RPM Memory
 Tachometer/Hour meter
 Oil Pressure
 Fuel Gauge
 Coolant Temperature
 Gear Speed Digital Light Indicator
 Digital Light Indicator F/R Direction

REMOTE VALVES

(1) SCD (Self Canceling Detent)
 (1) FD (Float Detent) on -1 models (2 Total standard)

ULTRA GRAND CAB II

4-post, ROPS Certified
 RH & LH Doors
 Tinted Glass Doors and Windows
 In-roof window
 Tilt Steering Wheel
 Dual Level Air Conditioning & Heater
 Front and Wiper/Washer
 Front Sun Visor
 Retractable Seat belt
 LH & RH Side Mirrors
 Radio Ready Cab
 Steps, Left and Right Side
 Interior Dome Light
 12V - 30-Amp 2 Wire Coupler
 12V - 3 Pin 30-Amp Coupler
 12V - Outlet
 Cup Holder
 Instructor Seat Ready
 Horn

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch
 8 Speed Models
 @ Lift Points: 7055 lbs
 (ASAE) @ 24" Behind: 5181 lbs
 12/24 Speed Models
 @ Lift Points: 8600 lbs
 (ASAE) @ 24" Behind: 7275 lbs
 2 External Lift Cylinders
 Telescoping Lower Links
 Stabilizers
 Swinging Drawbar - Straight

POWER TAKE OFF (540)

Live-Independent Hyd. PTO
 SAE 1 3/8" Six Splines
 540 rpm @ 2205 Eng. rpm
 540 rpm @ 2035 Eng. rpm 12/24 speed
 540E* @ 1519 Eng. rpm
 * if equipped 12/24 Standard

SAFETY EQUIPMENT

Flip-Up PTO Shield

M5-091HDC-1 Base Price: \$71,728.00

(1) 3-PT LIFT ASSIST DUAL CYLINDER KIT M7651-3-PT LIFT ASSIST DUAL CYLINDER KIT	\$1,223.00
(1) 3RD PTN LEVER KIT/M5-091/M5-111 CAB PNF M9116-3RD PTN LEVER KIT/M5-091/M5-111 CAB PNF	\$187.00
(1) 2ND/3RD VALVE (FD) M7611-2ND/3RD VALVE (FD)	\$870.00
(1) FRT WORK LIGHT KIT/M5-91/M5-111 CAB PNF M9117-FRT WORK LIGHT KIT/M5-91/M5-111 CAB PNF	\$147.00
(1) HIGH CAPACITY ALT KIT / M5 CAB TRA PNF M9134-HIGH CAPACITY ALT KIT / M5 CAB TRA PNF	\$961.00
(1) GRILLE GUARD PNF M6909-GRILLE GUARD PNF	\$275.00
Configured Price:	\$75,391.00
Sourcwell Discount:	(\$16,586.02)
SUBTOTAL:	\$58,804.98
Factory Assembly:	\$260.00
Dealer Assembly:	\$645.33
Freight Cost:	\$793.75
PDI:	\$400.00
77700-04755 RADIO	\$473.43

Total Unit Price: \$61,377.49

Quantity Ordered: 1

Final Sales Price: \$61,377.49

Final pricing will be based upon pricing at the time of final delivery to Sourcwell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

LIGHTING

2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights
2 Rear Halogen Worklights

Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

SELECTED TIRES

sub456
FRONT - 12.4-24 R1W GOODYEAR OPTITRAC
REAR - 18.4-30 R1W GOODYEAR OPTITRAC

***Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.37.37

Form C

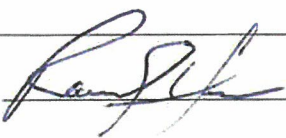
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: **Clark Equipment Company dba Bobcat Company**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
N/A			

Proposer's Signature: 

Date: 3-29-2019

Sourcewell's clarification on exceptions listed above:



Contract Award
RFP #040319



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,
ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Clark Equipment Company dba Bobcat Company Date: 03-29-2019

Company Address: 250 East Beaton Dr.

City: West Fargo State: ND Zip: 58078

CAGE Code/DUNS: 1QK63 / 152762931

Contact Person: Randy L. Fuss Title: Director, Government Accounts

Authorized Signature:  _____ Randy L. Fuss
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-CEC

Proposer's full legal name: Clark Equipment Company dba Bobcat Company

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42BBF817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-CEC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Clark Equipment Company dba Bobcat Company

Authorized Signatory's Title Director, Government Accounts

[Signature]
VENDOR AUTHORIZED SIGNATURE

Russell L. Fuss
(NAME PRINTED OR TYPED)

Executed on May 30th, 2019

Sourcewell Contract # 040319-CEC



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Clark Equipment Company dba Bobcat Company

Address: 250 East Beaton Dr.

City/State/Zip: West Fargo, ND. 58078

Telephone Number: 701-241-8746

E-mail Address: randy.fuss@doosan.com

Authorized Signature: 

Authorized Name (printed): Randy L. Fuss

Title: Director, Government Accounts

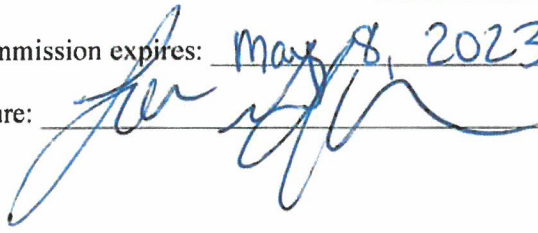
Date: 3-29-2019

Notarized

Subscribed and sworn to before me this 29 day of March, 2019

Notary Public in and for the County of Cass State of ND

My commission expires: May 8, 2023

Signature: 

LOGAN GIEFER
State of North Dakota
Notary Public
My Commission Expires May 8, 2023



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Clark Equipment Company dba Bobcat Company

Questionnaire completed by: Randy L. Fuss Director, Government Accounts

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

- **Bobcat Company**
Terms: Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

- **Bobcat Company**
We provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the authorized dealer locations and other third party financing organizations such as; Wells Fargo, PNC, and National Cooperative Leasing.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

- **Bobcat Company**
 - Quote preparation will be completed by the Government Accounts Department or Bobcat Dealer Sales Representative
 - Quote presented will include ordering instructions to submit to the Government Accounts Department or respective Bobcat Dealer
 - **All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability.**
 - Order is entered into the ERP System
 - Dealer is notified of order and any special requirements and install instructions
 - Machine is built, inspected and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer
 - Bobcat Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training.
 - Bobcat Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance.
 - Bobcat Company or Bobcat Dealer invoices customer

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Bobcat Company

Yes, Bobcat Company will accept government purchase cards to satisfy payment requirements. Currently, Bobcat Company does not charge any additional fees for credit card payments.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Bobcat Company

All Bobcat Skid Steer Loaders, Compact Track Loaders, and Mini-Excavators will include a 24 month/Unlimited hours warranty. All other products to include; Toolcat, Utility Vehicles, Mini-Track Loaders, and Versa-Handlers will include a 12 month/Unlimited hours warranty. (See Attached Warranty Statements)

- **Do your warranties cover all products, parts, and labor?**
 - **Bobcat Company**
 - Warranties will cover all parts and labor within the specified warranty period.
- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**
 - **Bobcat Company**
 - Customary to the manufacturing industry, usage limitations such as; length of time or number of month (i.e. 12 months) and/or the number of hours (i.e. 2000 hours). Optional Manufacturers Warranty would also follow the aforementioned number of months/hours methodology.
 - Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time
- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**
 - **Bobcat Company**
 - Travel time for technicians will not be covered to perform warranty repair.
- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?**
 - **Bobcat Company**
 - Bobcat Company has nearly 600 independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state that will stand ready to perform service and warranty work to best serve the government customers.
- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**
 - **Bobcat Company**
 - Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note, all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.
- **What are your proposed exchange and return programs and policies?**
 - **Bobcat Company**

- Exchange and returns rarely occur, however in the event that the situation(s) shall arise, Bobcat Company will work with the customer on a case by case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations.

6) Describe any service contract options for the items included in your proposal.

- **Bobcat Company**

- Service contracts will be only offered by the Bobcat independently owned and authorized dealers
- If so chosen by the customer, service contracts through the Bobcat dealer can be quoted and ordered in conjunction with contract items.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

- **Bobcat Company's** product lines fit within the scope of this Sourcewell RFP. Our breadth of products include the following for Sales, Lease and Rental; Skid Steer Loaders, Compact Track Loaders, Compact and Mini Excavators, Mini Track Loaders, Utility Work Machines (Toolcat®), Compact Tractors, Utility Vehicles, and Versa-Handlers. Our product offering will be expanded in 2020 to include Small Articulating Loaders and Compact Wheel Loaders.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- **Bobcat Company's** pricing model will be a percentage discount off manufacturers suggested list price by product category. (See Bobcat Company Price Pages attached)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

- **Bobcat Company** discounts will range from 16% to 30% off the manufacturers suggested list price depending on product category. Throughout the term of the contract, Bobcat Company will offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities. (See attached Bobcat Company Price Pages)

10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X** d. other than what the Proposer typically offers (please describe).

- Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments. Because of the ceiling based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate budgets or customer situations.

11) Describe any quantity or volume discounts or rebate programs that you offer.

Bobcat Company

- Quantity or volume discounts are available upon request. Like models, factory installed options and attachments with quantities of 3 or more receive favorable discount considerations beginning with 1% additional discount and/or freight cost reductions.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Bobcat Company

- Bobcat Company will allow for “sourced” goods/products or related services or “open market” item or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. For example, items such as aftermarket attachments not offered by Bobcat Company will be offered at the dealer price plus 10% and the dealer invoice will be collected for record retention.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Bobcat Company

- Additional total cost of acquisition may include items such as dealer installation of parts and accessories, set up and pre-delivery inspections. Costs are associated with the local dealers shop and labor rates.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Bobcat Company

- Freight costs (varies by product type) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Units will be shipped from the factory to the nearest assigned dealer for pre-delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the customer to arrange final delivery within the appropriate delivery times determined by the customer.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Bobcat Company

- In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, ferry, and freight forwarding charges to include cargo containers. Additional charges will be reviewed by the customer prior to order and it is customary for Bobcat Company to work with the customer if there is a desired delivery method specified by the customer.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Bobcat Company

- Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost effective methods.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Bobcat Company

- From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat Dealers by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System in order to comply with contract discounts and pricing for quoting consistency in accordance to the awarded contract. All orders will be verified and processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for quarterly reporting to Sourcewell and administrative fee remittance.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Bobcat Company

Bobcat Company proposes an administrative fee structure of no more than 1%. This proposed discount will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

Bobcat Company

Bobcat Company hold certificates in accordance ISO 9001-2015 (see attached certificates)

20) Describe any environmental management system certifications obtained by your organization.

Bobcat Company

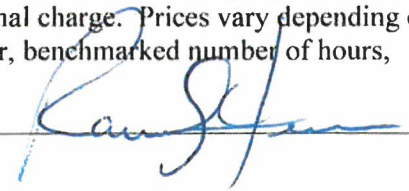
Bobcat Company holds certificates in accordance with ISO 14001 Environmental Management Systems certification (see attached certificate)

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Bobcat Company

Preventative maintenance programs are available and may be purchased through the local dealer for an additional charge. Prices vary depending on model, level of service program desired (i.e. number of times per year, benchmarked number of hours,

Signature: _____



Date: _____

3-29-2019



CONTRACT EXTENSION

Contract Number: #040319-CEC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company and Doosan Infracore Construction Equipment, 250 E. Beaton Dr., West Fargo, ND 58078 have entered into Contract #040319-CEC for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies. The Contract has an expiration date of May 31, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 31, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Clark Equipment Company dba Bobcat Company and Doosan Infracore Construction Equipment

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/6/2023 | 3:31 PM CST

DocuSigned by:
Randy L. Fuss
By: 0F55B103999C454...
Randy Fuss
Title: Director, Government Accounts
Date: 1/23/2023 | 6:29 AM PST

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control (including either pandemic or epidemic). A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds. . The Participating Entity must provide advance notification to Vendor if federal funds are being used for the purchase.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. [Note - Vendor operates under California law and does not participate in or file Affirmative Action Plans.]

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. [Note – Vendor’s products are not manufactured domestically and do not satisfy the second element of the Buy American Act test for domestically manufactured products.]

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Kubota Tractor Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:20 PM CDT

DocuSigned by:
Alex Woods
7839492180EC44E...
By: _____
Alex Woods
Title: Vice President
Date: 4/28/2021 | 9:39 AM PDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/28/2021 | 12:30 PM CDT



AGENDA ACTION FORM

Consideration of a Resolution Authorizing Payment to NETWORKS Sullivan Partnership for the Acquisition of Real Property

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

Action Form No.: AF-12-2024
Work Session: May 6, 2024
First Reading: NA
Final Adoption: May 7, 2024
Staff Work By: McCartt
Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

In April 2021 the Sullivan County Commission, at the request of NETWORKS, issued \$4.0M in debt for an economic development project on the eastern end of Sullivan County (Bristol). At that same time, a commitment was made to fund an economic development project on the western end of the county, should one be identified.

On 9/6/2022, NETWORKS successfully bid \$697,000 for 40 acres of property owned by the Kingsport Economic Development Board (KEDB), located on Airport Parkway (Sullivan County Tax Map 094 Parcel 014.50), with the intent to develop the site. The property was secured through an option with the intent to purchase once funding was made available by the NETWORKS partners (Kingsport, Bristol, Bluff City, and Sullivan County).

Approval of this resolution, which is in alignment with the interlocal agreement, authorizes the City of Kingsport to fund NETWORKS \$216,070 (31% of the total purchase price) for our share of the purchase price. Since this property was initially purchased by KEDB, we recommend deducting \$216.070 from their FY25 allocation. The remaining amount received from the sale of this property, \$480,930, will be used by KEDB to support future economic development projects.

Funding is available in 110-1005-405.80-72.

Attachments:

- 1. Resolution
- 2. Site Map

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PAYMENT TO NETWORKS SULLIVAN PARTNERSHIP FOR THE ACQUISITION OF REAL PROPERTY, EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO APPROPRIATE BY BUDGET ORDINANCE SUCH FUNDS TO FUND CITY'S SHARE OF THE DEBT OBLIGATION PURSUANT TO THE AMENDED AND RESTATED BYLAWS OF THE SULLIVAN COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP; AUTHORIZING ANY OTHER ACTION BY CITY NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, following the establishment of the Sullivan County Economic Development Partnership, a/k/a NETWORKS, the Board of Mayor and Aldermen passed Resolution No. 2005-113 which authorized execution of an agreement pursuant to which city would provide 31% of the operating budget of NETWORKS as well as a corresponding amount for any special projects; and

WHEREAS, NETWORKS has successfully bid on approximately 40 acres of property being Tax Map 094 Parcel 014.50 situated along or near Airport Parkway which NETWORKS intends to develop for the benefit of the partnership members; and

WHEREAS, NETWORKS has sought to secure funding for the acquisition of this property through a future debt issuance by Sullivan County; and

WHEREAS, pursuant to the bylaws of NETWORKS, city is responsible for 31% of the annual operating budget as well as a corresponding share of any accounts established for development projects as approved by NETWORKS; and

WHEREAS, this resolution authorizes the city to fund NETWORKS \$216,070.00, which is 31% of the total purchase price.

Now therefore,

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

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

SECTION II. That the board authorizes payment of \$216,070.00 to NETWORKS for the acquisition of the property being Tax Map 094 Parcel 014.50 and will appropriate funds to fulfill this obligation.

SECTION III. That the board authorizes any and all actions by the city which are necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

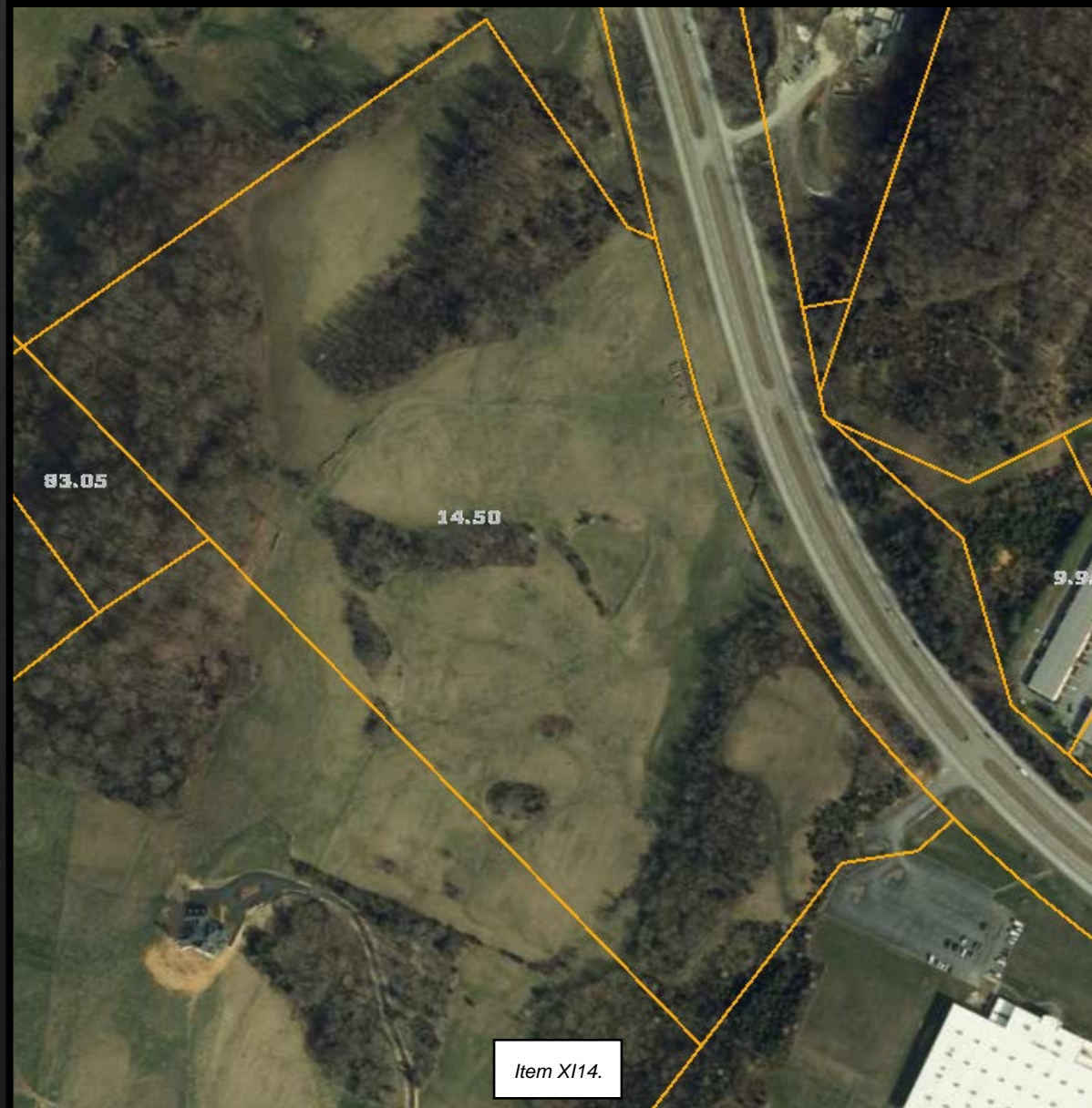
ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Proposed Property Aerial: 40+/- Acres





AGENDA ACTION FORM

Consideration of a Resolution to Donate Surplus Property Along Globe Street to Holston Habitat for Humanity

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

Action Form No.: AF-131-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Jessica Harmon
Presentation By: Jessica Harmon

Recommendation:

Approve the Resolution.

Executive Summary:

This resolution will donate four pieces of property along Globe Street to Holston Habitat for Humanity.

The City has been working to dispose of surplus real property over the past several months. The subject property is formally known as: 046J E 01800, 046J F 00400, 046J E 00300, 046J E 00200. All four properties are located along Globe Street in the Gibson Mill Community. Three of the lots are adjacent to each other and are approximately 0.13 acres each. The other property is at the intersection of Minton and Globe Street and is a half lot approximately 0.06 acres in size.

Article VII, Section 2-570 of the code of ordinances describes the procedures for which surplus property is to be properly disposed of. One of those processes includes advertisting the property for sale in the newspaper and accepting sealed bids. This process was conducted for each of these parcels and no bids were received.

Pursuant to the same section, 2-570, the Board of Mayor and Aldermen is authorized to waive certain procedures to dispose of real property. This action would allow the surplus property to be donated to Holston Habitat for Humanity to aid in their property acquisition for new housing since no bids for purchase were received.

Attachments:

- 1. Resolution
- 2. Map

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DONATION OF REAL PROPERTY CONSISTING OF FOUR LOTS ALONG GLOBE STREET TO HOLSTON HABITAT FOR HUMANITY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY

WHEREAS, the city owns four lots along Globe Street being more particularly described as tax parcels 046J F 00200, 046J E 00300, 046J E 00400 and 046J E 01800 the first three being adjacent to one another and each consisting of .13 acres each while parcel 01800 stands alone and consists of .06 acres; and

WHEREAS, the Kingsport Regional Planning Commission has determined these parcels to be surplus property and an attempt was made by City to sell the parcels with letters being sent to adjacent property owners and subsequent thereto an invitation for bids was published in the Kingsport TimesNews with bid a opening held on November 2, 2023 for parcel 01800 and on March 19, 2024 for parcels 00200, 00300, and 00400; and

WHEREAS, none of the adjacent property owners contacted the city to express an interest in acquiring any of the parcels nor were any bids received for the parcels; and

WHEREAS, Holston Habitat for Humanity was then contacted concerning the aforementioned properties and expressed an interest in accepting a donation of the same; and

WHEREAS, Article I, Section 2(8) vests the board with the authority to dispose of real property in accordance with the methods for disposal as adopted by the Board which is set forth in Section 2-570 of the Kingsport Code of Ordinances and includes the ability to waive any formal requirements and dispose of real property as determined to be in the best interests of the city; and

WHEREAS, these parcels are of no current use to the city and no future use can be identified though Holston Habitat for Humanity, Inc. a nonprofit corporation organized under the laws of the state of Tennessee, has identified a use for the parcels as sites for affordable housing; and

WHEREAS, it is recommended the board donate parcels 046J F 00200, 046J E 00300, 046J E 00400 and 046J E 01800 to Holston Habitat for Humanity, Inc.

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above, hereby donates to Holston Habitat for Humanity, Inc. the real property located along Globe Street being particularly identified as tax parcels 046J F 00200, 046J E 00300, 046J E 00400 and 046J E 01800 situated within the City of Kingsport, Sullivan County, Tennessee.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, appropriate Quitclaim

Deeds and all other documents necessary and proper to convey the real property described hereinabove to HOLSTON HABITAT FOR HUMMANITY INC., in a form substantially similar to the following:

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this the ____ day of May, 2024, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, Grantor, and HOLSTON HABITAT FOR HUMMANITY, INC., a nonprofit corporation organized under the laws of the State of Tennessee, Grantee.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does hereby convey, remise, release and quitclaim unto Grantee, its successors and assigns, Grantor's right, title and interest in and to a certain tract of land in Sullivan County, Tennessee, described as follows, to wit:

Situate, lying and being in the City of Kingsport, Eleventh (11th) Civil District of Sullivan County, Tennessee:

[LEGAL DESCRIPTION OMITTED FOR INCLUSION IN RESOLUTION]

THE PROPERTY IS CONVEYED BY THE GRANTOR TO THE GRANTEE WHERE IS AND AS IS WITHOUT THE BENEFIT OF A BOUNDARY SURVEY OR TITLE EXAMINATION.

IN WITNESS WHEREOF, Grantor hereunto signs its name and affixes its seal on the day and year first above written.

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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Property Donation



4/28/2024, 4:31:32 PM

Demolition Liens

Demolition

Sullivan County Parcels Jan 2023

Parcels

Kpt 911 Address

Urban Growth Boundary

Sewer Mains

Streets

Interstate

Expressway

Major Arterial

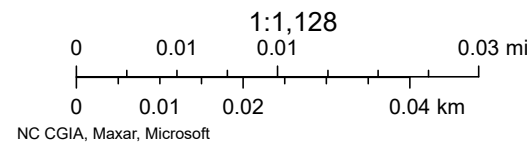
Minor Arterial

Collector Street

Local Street

Private Street

Item XI15.





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Notice of Land Use Restrictions and Brownfield Voluntary Agreement with the Tennessee Department of Environment and Conservation for Property Situated along Industry Drive

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

Action Form No.: AF-116-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Bower/ Rowlett
Presentation By: Steven Bower

Recommendation:
Approve the Resolution.

Executive Summary:
The Brownfield Voluntary Cleanup Oversight and Assistance Program (VOAP) is a voluntary program that is in place to help address, develop, or redevelop a piece of property that could be, or is impacted by contamination. Under statute (TCA 68-212-224), the Program provides prospective purchasers of impacted properties the opportunity to work with the State on a property contaminated by hazardous substances, solid waste, or any other pollutant, including petroleum. The Program also offers relief from liability under all environmental statutes that is transferable to successors in title.

We are working with SM&E to finalize all required documents for the program. This includes a Soil Management Plan, Notice of Land Use Restrictions, and the Brownfield Voluntary Agreement. Once finalized there will be a \$4,000 reassessment fee every year until the site receives a letter of no further action from TDEC.

- Attachments:**
- 1. Resolution
 - 2. Proposed Notice of Land Use Restrictions
 - 3. Proposed Brownfield Voluntary Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION NOTICE OF LAND USE RESTRICTIONS AND BROWNFIELD VOLUNTARY AGREEMENT FOR REAL PROPERTY OWNED BY THE CITY LOCATED ALONG INDUSTRY DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECUTATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, pursuant to Tennessee Code Annotated Sections 68-212-224 & 68-212-225 of the *Hazardous Waste Management Act of 1983* the Commissioner of the Tennessee Department of Environment and Conservation (TDEC) has the authority to enter into voluntary agreements for the investigation and/or remediation of brownfield sites which includes the imposition of land use restrictions with any person who did not generate, transport, or release contamination at the site to be addressed; and

WHEREAS, the city owns two parcels of property along Industry Drive, the Cement Hill property further identified as Tax Parcel No. 046P F 010.50 and the Recycling Center property further identified as Tax Parcel No. 046P F 010.00; and

WHEREAS, by enrolling in the Brownfield Voluntary Cleanup Oversight and Assistance Program and executing the Brownfield Voluntary Agreement and Notice of Land Use Restrictions the city with TDEC's assistance has the opportunity to develop these properties that could be or are impacted by contamination as well as obtaining relief from liability which could be imposed under environmental protection statutes; and

WHEREAS, the Cement Hill property is intended to be utilized for recreational areas as well as greenspace, while the recycling center is intended to be utilized as a collection center for items such as cardboard, aluminum, mixed paper, yard waste, and other discarded items; and

WHEREAS, participation in the program requires payment of an annual fee of \$4,000 until a letter of no further action is issued by TDEC.

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, a State of Tennessee Department of Environment and Conservation Notice of Land Use Restrictions and Brownfield Voluntary Agreement for the properties hereinabove described as well as all other 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 including, 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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

General Comments on Land Use and Risk Perspectives

Risk posed by the use of land with certain environmental conditions can be broken down into six general categories. There can be variance within each category for a site-specific risk assessment. For further guidance, see EPA's Regional Screening Levels – User Guide¹ and Risk Assessment Guidance.²

Unrestricted Residential Use – All constituents of potential concern (COPCs) are below the most current and applicable EPA regional screening level (RSL) for resident soil and vapor intrusion screening level (VISL) for residential use. This category is the most appropriate for single family home development.

Restricted Residential Use – COPCs may be above the most current EPA RSL for resident soil, EPA VISL for residential use, and possibly above commercial values. In this scenario, land use restrictions requiring engineering controls (e.g. O&M for a 2-foot soil cap or vapor mitigation system) are typically required to make the site appropriate for the specified residential use. Apartment complexes, condominiums, and other residential uses may be developed under this use category, if approved by TDEC.

Churches, Daycares, Schools, Senior Living Centers, Prisons, etc. - While these sites may be considered commercial under local zoning laws, the exposure from a risk perspective is typically somewhere between Residential and Commercial/Industrial. Commercial/Industrial land use risk perspectives only consider adult body weights in the chronic exposure scenarios. Children spending time at a school or daycare would not be considered in a default commercial/industrial risk equation. Therefore, before a property is developed with one of these uses, the site-specific exposure should be assessed. TDEC-DOR uses the residential EPA RSLs and residential EPA VISLs as the exposure default for this scenario. Any required land use restrictions would be based on a site-specific evaluation.

Parks and Recreational Areas – These must be evaluated based on the site-specific conditions and intended use. Different risk strategies would be necessary at a neighborhood children's park, a disk golf course, or a lake used for recreation, and any required land use restrictions would be based on the site-specific evaluation.

Unrestricted Industrial/Commercial Use- All COPCs are below the most current and applicable EPA RSL values for commercial/industrial soil and below the most current and applicable EPA VISL values for commercial use. Land use restrictions prohibiting other uses (i.e. residential) are typically required.

Restricted Industrial/Commercial Use – Industrial/Commercial use is allowed so long as certain other land use restrictions, typically engineering controls, are followed.

Restricted Groundwater Use – Groundwater concentrations with COPCs above the General Use Groundwater criteria established in Rule 0400-40-03.08(2) will be restricted from use. If groundwater has not been adequately investigated, groundwater use may also be restricted if soil data indicates the potential to impact groundwater above the General Use Groundwater criteria.

¹ <https://www.epa.gov/risk/regional-screening-levels-rsls-users-guide#landuse>

² <https://www.epa.gov/risk/risk-assessment-guidance-superfund-rags-part>

Notice of Land Use Restrictions for:
Site # 82-592
West Industry Drive, Kingsport, Tennessee

This instrument prepared by:
Office of the City Attorney
City of Kingsport
415 Broad Street
Kingsport, TN 37660

Grantor: CITY OF KINGSPORT
Division of Remediation Site Number: 82-592
County Parcel Identification No(s): 46P F 010.50 and 46P F 010.00

NOTICE OF LAND USE RESTRICTIONS

Notice is hereby given that pursuant to Tennessee Code Annotated section 68-212-225, the Commissioner of the Tennessee Department of Environment and Conservation (“TDEC”) has determined that this land use restriction is an appropriate remedial action at the below-described Property for the environmental conditions identified. The Register of Deeds shall record this Notice and index it in the grantor index under the name of the below-referenced Grantor. Tenn. Code Ann. § 68-212-225(d). The effective date of this Notice of Land Use Restrictions shall be the date upon which the Notice has been recorded with the Register of Deed’s Office of Sullivan County.

Witnesseth:

WHEREAS, the Grantor, City of Kingsport, is the owner of real property located at 300 East Industry Drive, identified as Tax Parcel No. 046P F 010.00 and being more particularly described in a warranty deed recorded in Deed Book 3508 Page 548 and 100 West Industry Drive, identified as Tax Parcel No. 046P F 010.50 and being more particularly described in a quitclaim deed recorded in Deed Book 3464, Page 1416³ both of which lie within the corporate limits of the City of Kingsport, Sullivan County, State of Tennessee and said deeds recorded in the Register of Deed’s Office of Sullivan County which are more particularly described in Exhibit A, referred to herein collectively as the “Property,” and,

WHEREAS, the property located at 100 West Industry Drive is shown on a survey drawn by Wilson & Associates, P.C. (Tennessee LS# 1599), dated August 29, 2017, attached hereto as Exhibit B and incorporated herein by reference though no survey exists for the property at 300 East Industry Drive; and

WHEREAS, in accordance the terms of the Brownfield Voluntary Agreement for the Property, TDEC has determined that this Notice of Land Use Restrictions is an appropriate

³ While originally Parcel 046P F 010.50 consisted of 38.735 acres, on June 23, 2023 4.613 acres were conveyed to the Industrial Development Board of the City of Kingsport by quitclaim deed recorded in Deed Book 3571, Page 9 and as shown by a plat of record in Plat Book 58, Page 593.

remedial action for the protection of human health and the environment for the contamination identified herein, so long as these land use restrictions are instituted and observed for the Property; and

WHEREAS, the purpose of these land use restrictions is to ensure protection of human health and the environment by identifying and documenting the Property as having potential environmental concern and as such outline investigations of the Property's condition, document requirements for remediation and monitoring as well as limitations on the development and use of the Property; and,

WHEREAS, the Grantor, for itself and its successors and/or assigns, including without limitation any agents, representatives, contractors, subcontractors, or employees thereof, has agreed to impose certain land use restrictions on the Property as set forth hereinafter and has agreed to comply with, preserve, and maintain these restrictions in perpetuity as described herein. Any person who owns or leases a property subject to land use restrictions under Tennessee Code Annotated section 68-212-225 shall abide by the restrictions.

NOW, THEREFORE, in consideration of the foregoing, the Grantor hereby declares that the Property should be held, sold, and conveyed subject to the following land use restrictions:

I. LOCATION OF CONTAMINATION

The Property consists of two parcels located at 100 West Industry Drive (Parcel 010.50) and 300 East Industry Drive (Parcel 010.00), and generally lies along the northeasterly side of West Industry Drive approximately two tenths of a mile northwest from its intersection with Brickyard Drive Kingsport, Sullivan County, Tennessee, and is also known as the Cement Hill and Recycling Center site. A survey of the Cement Hill site being Parcel 010.50 was conducted by Mr. Danny Carr RLS No. 1599 and is attached as Exhibit B.

The investigation of the Property identified contaminated conditions which may present an unreasonable risk to public health and the environment if certain activities occur on the Property. Volatile organic compounds (VOC's), metals, semi volatile organic compounds (SVOCs), and extractable petroleum hydrocarbons (EPH) were detected in the soil samples collected from test pits and soil borings advanced in the northeast portion on the Property but were not above corresponding RSLs except for EPH identified around the former diesel underground storage tank (UST) dispenser island (988 mg/kg) which is above the applicable special waste threshold of 100 mg/kg. Arsenic was detected above the corresponding RSLs for both residential (0.7 mg/kg) and industrial soils (3.0 mg/kg) at concentrations ranging from 3.07 to 7.14 mg/kg. Uncapped cement kiln dust (CKD) was also observed onsite in an area northeast of the stormwater retention pond but did not indicate concentrations of contaminants above corresponding comparison RSLs. Groundwater samples collected from two onsite wells (installed by others and located in the southeast and southwest corners of the Cement Hill site indicted the presence of EPH and metals

Notice of Land Use Restrictions for:
Site # 82-592
West Industry Drive, Kingsport, Tennessee

in concentrations that were not above the corresponding Groundwater Protection Standards (GWPS) except for arsenic which was detected in MW-2 at 0.0108 mg/l versus an MCL of 0.01 mg/l.

The only remedial actions implemented to date on the Property consist of a system of pipes, pumps and related equipment to transport and dispose of Lechate on the Cement Hill site described further under *Operations and Maintenance* herein.

II. RESTRICTIONS

The purpose of these land use restrictions is to ensure the protection of human health and the environment by preventing certain uses or activities that could result in exposure to contamination present at the Property through direct contact, ingestion, or inhalation. This Notice of Land Use Restriction is being filed for the purpose of outline investigations of the Property's condition and to document requirements for remediation and monitoring as well as limitations on the development and use of the Property. As contamination remains at the Property subject to the provisions of the Brownfield Voluntary Agreement and Soil Management Plan, there shall be no construction, use, or occupancy of the Property that results in the disturbance or excavation at the Property which may threaten the integrity of the engineering controls herein or which results in an unacceptable human exposure to contamination remaining in any media unless TDEC approval is given in accordance with the restrictions below. The Grantor, its successors, or assigns shall operate and maintain these land use restrictions to protect the functional integrity of the remedy in accordance with the *Soil and Groundwater Management Plan – Cement Hill and Recycling Center; DoR Site ID 82-892, Kingsport, Tennessee S&ME Project No. 216089*. (hereinafter SMP) Unless otherwise specified, the following restrictions apply to the entire Property. These restrictions shall run with the land and bind the Grantor, successors, and assigns, including without limitation any agents, representatives, contractors, subcontractors, or employees thereof. The Grantor agrees that the use of Property will be restricted as follows:

Land Use Controls

For purposes of this land use restriction, the following definition applies:

“Residential land use” means land on which a person resides. Types of dwellings associated with residential land use can include but are not limited to: single family homes; duplexes; multifamily homes such as apartments or condominiums; manufactured homes; mobile homes; group homes; jails or prisons; retirement homes; boarding houses; or dormitories. Schools, day-use senior or child-care centers, and churches are also considered residential land use even though people do not typically live there.

Uses of the Property are restricted as follows:

Non Residential Use:

The Property shall not be used for residential purposes as the term is defined above. Use of that portion of the Property consisting of Parcel 010.50 shall be restricted to recreational and greenspace uses. Whereas use of that portion of the Property consisting of Parcel 010.00 shall be for a recycling convenience center. This center will serve as a collection point, utilizing roll-off or other similar receptacles of a type and nature customarily utilized for the collection of refuse. Items to be collected will primarily consist of but not necessarily be limited to cardboard, tin, aluminum, mixed paper, plastic, household construction and demolition materials, yard waste, and limited seasonal collection of household garbage. This restriction does not prohibit the construction of recreational infrastructure such as bathrooms, walking paths, pavilions, associated recreational amenities, parking facilities and the installation or location of roll-off or other similar receptacles for recycling and/or other refuse collection.

Activity Controls

Activities on the Property are prohibited as follows:

Options (consult with your assigned DOR project manager):

- Contaminated media remains at the Property as reflected in the SMP attached hereto as Exhibit C and incorporated herein by reference. The Grantor, its successors, or assigns shall maintain the integrity of the existing soils or future pavement, which serves as an engineered barrier to prevent direct contact with the underlying contaminated soils and must not be excavated, removed, disturbed, demolished, or allowed to fall into disrepair as delineated in the SMP without prior written approval of TDEC's Division of Remediation. TDEC may require written evidence demonstrating to the satisfaction of TDEC that (1) any such proposed demolition, removal, or burial of wastes or soil will not pose a danger to public health, safety, or the environment, and (2) that any such removed soil or wastes will be managed in accordance with applicable regulations to protect public health, safety, and the environment. Any approval granted by TDEC for such demolition, removal, or burial shall be in writing and must contain a reference to this instrument. A copy of this approval should be retained by the Property owner and TDEC, and the Property owner should give any Property purchaser a copy of any written approvals.
- The Grantor, its successors, or assigns shall not dig, drill, excavate, grade, or conduct any other land disturbing activity that may impact (as predetermined or reasonably suspected) soil or buried waste material underlying the Property without prior written approval of TDEC's Division of Remediation. The Grantor, its successors, or assigns shall notify TDEC in advance and demonstrate to the satisfaction of TDEC that (1) any such proposed

activity will not pose a danger to public health, safety, or the environment, (2)) that the remaining contaminant concentrations will not present a threat to human health or the environment, and (3) that any such removed soil or wastes will be managed in accordance with applicable local, state, or federal regulations. Any approval granted by TDEC shall be in writing and must contain a reference to this instrument. A copy of this approval should be retained by the Property owner and TDEC, and the Property owner should give any Property purchaser a copy of any written approvals. The Grantor, its successors, or assigns shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment.

- The Grantor, its successors, or assigns shall not conduct any invasive activity on the Property, including soil borings or groundwater wells, without prior written approval of TDEC's Division of Remediation and demonstrating to the satisfaction of TDEC, through sampling and analysis approved by TDEC, that any invasive activity will not pose a danger to public health, safety, or the environment. Any approval granted by TDEC shall be in writing and must contain a reference to this instrument. A copy of this approval should be retained by the Property owner and TDEC, and the Property owner should give any Property purchaser a copy of any written approvals.
- The groundwater beneath the Property shall not be used, accessed, extracted, or otherwise disturbed unless required by a Government agency of competent jurisdiction or otherwise approved by TDEC. This Land Use Restriction prohibits (1) the installation of groundwater wells for any purpose other than environmental monitoring and (2) the installation of groundwater wells intended for use as a potable water source.
- Gardening of produce for human consumption in on-site soil is prohibited. This restriction does not prohibit gardening in raised beds with clean soil imported from off-site as long as the root systems for any such produce have no contact with on-site soil.

Operation and Maintenance Controls

A remedial activity is ongoing at the Property, more particularly on the Cement Hill site which consists of a system of pipes, pumps and related equipment to transport and dispose of leachate as further reflected in a Deed of Easement between Domtar Paper Company, LLC and the City of Kingsport recorded in Deed Book 3464, Page 1695 – 1702 in the Sullivan County Register of Deed's Office. As a result, actions which may result in an undesirable human or natural resource exposure or in the release of a contaminant that was contained or mitigated as part of the remedial action related to this Notice of Land Use Restrictions are prohibited as follows:

The Grantor, its successors, or assigns shall not conduct any invasive, construction, or development activities on the Property unless it is in accordance with an approved Site/Soil Management Plan, including any reporting requirement contained therein. The Grantor shall notify

TDEC prior to initiating construction and development activities. This restriction does not include standard maintenance activities that do not fully penetrate the clean cover of those areas identified in the SMP, such as parking lot, lawn, or drain maintenance, or temporary alterations to maintain or repair any engineered barriers installed on the Property or utility work beneath such engineered barriers (provided that the engineered barriers are promptly replaced or restored). Engineered barriers must be maintained as long as contamination remains at the covered location(s).

Options:

Invasive Activity Notice

- Soil or other media at the Property that is impacted or reasonably suspected to be impacted as noted in areas shown on Figure No. 2 of the SMP shall not be excavated or otherwise disturbed in any manner:
 - 1) without the prior written approval of TDEC. Based on the potential hazards associated with the soil disturbance activities, TDEC may deny the request to disturb the soils or may require specific protective or remedial actions before allowing such soil disturbance activities to occur; or,
 - 2) except in accordance with the TDEC-approved Soil Management Plan attached hereto as Exhibit D, which is hereby incorporated by reference.

Any and all excavated soil or other media shall be managed, transported, and disposed of in compliance with all applicable federal, state, and local laws, regulations, and ordinances including without limitation those pertaining to environmental protection and occupational safety. Any approval required or requested that is granted by TDEC shall be in writing and must contain a reference to this instrument.

The Grantor, its successors, or assigns seeking such approval shall not conduct these activities without accepting responsibility for costs incurred by TDEC in the review and oversight of work or associated with the review of any work plan or other associated documents.

- The Grantor, its successors, or assigns shall not conduct any demolition or modification of the concrete slab floor, including any TDEC-required vapor barrier that would expose the underlying soils, without notifying TDEC in advance and receiving written approval. To receive written approval, the Grantor, its successors, or assigns must demonstrate to the satisfaction of TDEC through sampling and analysis or other methods approved by TDEC that the exposed media will not pose a danger to public health, safety, or the environment. The requirements of this paragraph do not apply if it can be demonstrated to the satisfaction of TDEC that removal of structures present at the site does not damage or otherwise materially compromise the integrity of the foundations and footers underlying the existing

structures that are providing an effective cover or cap. Any approval granted by TDEC shall be in writing and must contain a reference to this instrument.

Vapor Mitigation System

- A vapor mitigation system may be required in building(s) on the Property due to detected concentrations of VOCs that indicate a potential VI threat. In the event of construction of a building which requires a vapor mitigation system, no one shall disturb, modify, damage, or remove any vapor mitigation system installed at or within any structure at the Property unless pursuant to a work plan approved in advance by TDEC. Any future replacement of such structures shall be equipped with an equivalent vapor mitigation system or, if approved in writing by TDEC, another vapor mitigation system. Any approval required or requested and that is granted by TDEC shall be in writing and must contain a reference to this instrument.
- All occupied buildings constructed on the Property shall have a vapor mitigation system approved by TDEC. No additional building shall be constructed at the Property without a TDEC-approved vapor mitigation system. The approved vapor mitigation systems shall be maintained going forward. Any approval required or requested and that is granted by TDEC shall be in writing and must contain a reference to this instrument.

Any vapor mitigation system operation and maintenance activities required by this Notice of Land Use Restriction as a condition of occupancy, including any post-vapor mitigation system installation monitoring, shall be conducted in accordance with the TDEC-approved operation and maintenance plan, or an updated, TDEC-approved operation and maintenance plan.

- The Grantor, its successors, or assigns shall not begin construction of any new building(s) or expand the footprint of any existing buildings at the Property without evaluating whether environmental conditions pose a threat of vapor intrusion into the new building(s) or expansion, sharing its findings with TDEC, and receiving TDEC's written approval. If a vapor mitigation system is determined by TDEC to be warranted based upon the data evaluation in order to safely allow occupancy of such impacted buildings or expansions, construction or expansion of any impacted building(s) is prohibited until such structures are equipped with an appropriate passive or active mitigation system as proposed by the Property owner and approved by TDEC. Such system, either passive or active, shall have associated with it an appropriate period of verification sampling and Operation and Maintenance performance and reporting, with specific requirements determined by TDEC. No one shall disturb, modify, damage, or remove any vapor mitigation features at any structure at the Property unless approved in advance by TDEC and pursuant to a TDEC-approved work plan. Any approval granted by TDEC shall be in writing and must contain a reference to this instrument.

Engineered Control(s)

All identified contaminated soils are currently under a cap, or are required to be capped by the TDEC approved SMP. This area(s) shall remain under cover as any cover currently exists or will be covered by a minimum of 18 inches of clean soil with an additional six (6) inch layer of vegetation or by an impervious surface (concrete, asphalt, or pavement). The planting of trees and other invasive activities on this area(s) is prohibited. These protections shall be maintained in accordance with a TDEC-approved Operations and Maintenance Plan (O&M) until such time as TDEC determines they are no longer needed. Any approval granted by TDEC for the restricted uses shall be in writing and must contain a reference to this instrument.

Emergency Contingencies

The Grantor, its successors, and/or assigns may only undertake invasive activities or some other disturbance of media that is or may be contaminated to complete emergency repairs to utility lines or other infrastructure on the Property or to respond to other types of emergencies (e.g., utility line break, fires, floods) if Grantor, its successors, and/or assigns take the following actions:

- i. notify TDEC within two (2) business days of obtaining knowledge of such emergency conditions to provide TDEC with the opportunity to oversee this work, though Grantor may undertake such actions as may be reasonably necessary to make such emergency repairs as may be required to prevent further casualty or loss to its infrastructure or to mitigate significant harm to the general public or property owners in the immediate vicinity of the Property;
- ii. assure that the persons carrying out the excavation limit the disturbance of the soil or other media to the minimum reasonably necessary to adequately respond to the emergency;
- iii. assure that the persons carrying out the excavation prepare and implement such measures necessary to prevent actual, potential, present, or future risk to human health or the environment with TDEC's concurrence, including to undertake precautions to minimize exposure to workers responding to the emergency (e.g., provide appropriate types of protective clothing for workers conducting the excavation or other invasive activities and establish procedures for minimizing the dispersal of dust); and
- iv. assure that any excavated contaminated soil is managed or disposed of in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances including, without limitation, those pertaining to environmental protection and occupational safety.

III. GENERAL PROVISIONS

1. Access by the Department

The Property meets the definition of a hazardous substance site or brownfield project as they are defined in Tennessee Code Annotated section 68-212-202(a). In addition to any rights already possessed by the Department for access, this Notice of Land Use Restriction grants TDEC a right of reasonable access of the Property in connection with implementation or enforcement of this Notice of Land Use Restriction.

2. Compliance Enforcement

Any owner of the Property or any unit of local government having jurisdiction over any part of the Property may enforce this Notice of Land Use Restrictions by means of a civil action. The Commissioner of TDEC may enforce this Notice of Land Use Restrictions through the issuance of an Administrative Order or by means of a civil action, including one to obtain an injunction against present or threatened violations of the restriction. Any person who fails, neglects, or refuses to comply with a land use restriction commits a Class B misdemeanor and is subject to the assessment of a civil penalty of up to ten thousand dollars (\$10,000) per day. Tenn. Code Ann. § 68-212-213. Nothing in this Notice of Land Use Restrictions shall restrict the Commissioner of TDEC from exercising any authority under applicable law.

Any easily curable default of a relatively minor nature may be cured by Grantor and shall not constitute an Event of Default, if Grantor, after receiving written notice from TDEC demanding cure of such default: (a) cures the default within thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately initiates steps which TDEC deems in TDEC's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

3. Notice of Limitations in Future Conveyances

Each instrument hereafter conveying any interest in the Property subject to this Notice of Land Use Restriction shall contain a notice of the activity and use limitations set forth herein and shall provide the recorded location of this Notice of Land Use Restriction in the records of the Register of Deed's Office specified above. Any future master plan of subdivision shall reference this Notice of Land Use Restrictions.

4. Notice to Lessees

The Grantor, its successors, or assigns agrees to incorporate either in full or by reference the restrictions of this Notice of Land Use Restrictions in any leases, licenses, or other instruments granting a right to use the Property.

This notice shall not be required for individual conveyances if there is a management company or homeowners association (HOA) that is responsible for complying with this Notice of Land Use Restriction.

5. Written Notice of the Presence of Contamination

The Grantor, its successors, or assigns agrees to include in any instrument conveying any interest in the Property or any portion thereof, including but not limited to deeds, leases, and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A NOTICE OF LAND USE RESTRICTIONS RECORDED IN THE REGISTERS OFFICE OF _____ COUNTY ON _____, 20__, INSTRUMENT NUMBER _____.

This notice shall not be required for individual conveyances if there is a management company or homeowners association (HOA) that is responsible for complying with this Notice of Land Use Restrictions.

6. Subdivision

The Grantor, its successors, or assigns shall ensure that the restrictions established by this Notice of Land Use Restrictions remain on any subdivided property.

The notice provision in Section III.5. above shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Notice.

7. Written Notice of Conveyance of Property

The Grantor, its successor, or assigns agrees to provide notice to TDEC of any conveyance (voluntary or involuntary) of any ownership interest or any conveyance of any leasehold interest in the Property (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). The Grantor, its successor, or assigns must provide TDEC with the notice within 30 days of the conveyance and include the name and business address of the transferee. The term "Transferee", as used in this Notice of Land Use

Restrictions, shall mean any future owner of any possessory interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, easement holders, or lessees. This notice shall not be required for individual conveyances if there is a management company or homeowners association (HOA) that is responsible for complying with this Notice of Land Use Restrictions.

By taking title to an interest in or occupancy of the Property, any subsequent owner, lessee, or other party is required to comply with all the restrictions set forth in this Notice of Land Use Restrictions, Tenn. Code Ann. § 68-212-225(f), unless otherwise exempted by applicable law.

8. Term

This Notice of Land Use Restrictions shall run with and bind the Property and shall be binding upon all parties having right, title, or interest in the Property or any part thereof, their heirs, successors, assigns, grantees, and lessees unless this Notice of Land Use Restrictions is made less stringent or canceled as set forth under the paragraph entitled "Amendment and Termination."

9. Compliance Reporting

After written request by TDEC the then current owner of the Property shall submit to TDEC written documentation stating whether or not the activity and use limitations in this Notice of Land Use Restriction are being abided by. In addition, within 1 month after any of the following events, the then-current owner of the Property shall submit, to the TDEC and the original Grantor, written documentation: (1) noncompliance with the activity and use limitations in this Notice of Land Use Restriction; transfer of the Property; (2) changes in use of the Property; or (3) filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Notice of Land Use Restriction.

10. Amendment and Termination

After public notice and an opportunity for public input as provided in Tennessee Code Annotated section 68-212-225(e), this Notice of Land Use Restrictions may be made less stringent or canceled by the Commissioner of TDEC where the risk has been eliminated or reduced so that less restrictive land use controls are protective of human health and the environment.

The Grantor, its successors, or assigns may request that TDEC approve a modification or termination of the Notice of Land Use Restrictions. The request shall contain information demonstrating the proposed modification or termination shall, if implemented, protect human health and the environment. TDEC shall review any submitted information and may

request additional information. Information to support a request for modification or termination may include one or more of the following:

- a) a proposal to perform additional remedial work;
- b) new information regarding the risks posed by the residual contamination;
- c) information demonstrating that contamination identified in the Notice of Land Use Restrictions has diminished;
- d) information demonstrating that an engineered feature or structure is no longer necessary;
- e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; or
- f) other appropriate supporting information.

The Grantor, its successors, or assigns seeking approval of other land uses or to cancel or make a Land Use Restriction less stringent shall be responsible for any costs incurred by TDEC in the review and oversight of work associated with the restriction modification.

11. Severability

Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

The administrative record for the Property referenced in this Notice of Land Use Restrictions is maintained by the Tennessee Department of Environment and Conservation, Division of Remediation. For further information concerning the Property refer to site number 82-592.

[TDEC approval and Grantor signature pages follow]

Notice of Land Use Restrictions for:
Site # 82-592
West Industry Drive, Kingsport, Tennessee

Real property described in Deeds of record with the Sullivan County Register of Deeds as
_____.

This Notice of Land Use Restrictions has been reviewed and approved by the Tennessee
Department of Environment and Conservation, Division of Remediation

Name: James S. Sanders
Title: Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public having authority
within the aforesaid State, James S. Sanders, with whom I am personally acquainted, and
who acknowledged that he executed the within instrument for the purposes therein
contained, and who further acknowledged that he is the Director of the Division of
Remediation and is authorized to execute this instrument on behalf of the Department.

WITNESS my hand, at office, this _____ day of _____, 2022.

Notary Public _____

My Commission Expires: _____
Name: _____

Approved as to form and legality:
TDEC Office of General Counsel Attorney

(Attorney's Name)

Notice of Land Use Restrictions for:
Site # 82-592
West Industry Drive, Kingsport, Tennessee

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day
of _____ 2024.

CITY OF KINGSPORT, TENNESSEE
GRANTOR

Patrick W. Shull, Mayor

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Personally appeared before me, the undersigned Notary Public having authority within the aforesaid State, PATRICK W. SHULL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the MAYOR of the CITY OF KINGSPORT the within named Grantor, a municipal corporation, and that such person executed this instrument for the purposes herein contained, by signing the name of the municipality by such person as mayor.

WITNESS, this _____ day of _____, 2024.

Notary Public

Commission Expiration

Notice of Land Use Restrictions for:
Site # 82-592
West Industry Drive, Kingsport, Tennessee

EXHIBIT A
LEGAL DESCRIPTION

36°32'34.98"N / 82°33'51.57"W

Tax Map 046P F 010.50 and Tax Map 046P F 010.00

Parcel 010.50 being generally described as: Beginning at an iron pin on the northeasterly right-of-way line of Industry Drive, thence, with a new line the following five calls; N 36 53' E, 412.36 feet to an iron pin, N 67 05' E, 179.53 feet to an iron pin, N 52 18' E, 300.02 feet to an iron pin, N 30 43' W, 168.00 feet to an iron pin, and N 31 01' E, 109.26 feet to an iron pin at the corner of Dixie Cement Company, Inc. property, thence, with Dixie Cement Company, Inc. property the following four calls; N 31 01' E, 74.71 feet to an iron pin, S 55 36' E, 436.82 feet to an iron pin, N 50 59' E, 51.93 feet to an iron pin, S 68 47' E, 276.84 feet to an iron pin on the southwesterly right-of-way line of C.C. & O. Railroad property, thence with said right-of-way, S 55 45" E, 637.44 feet to a concrete monument, thence, leaving said right-of-way and with the Industrial Development Board of the City of Kingsport boundary line, the following three calls; S 34 15' W, 527.44 feet to an iron pin, S 49 15' W, 700.00 feet to an iron pin, and S 45 35' W, 323.55 feet to a concrete monument on the northeasterly right-of-way line of Industry Drive, thence, with said right-of-way, N 40 57' W, 1200.54 feet to the Point of Beginning as reflected in a quitclaim deed of record recorded on September 2, 2021 in Deed Book 3464 at Page 1416 from Domtar Paper Company, LLC to the City of Kingsport. **LESS, HOWEVER,** approximately 4.613 acres conveyed by the City of Kingsport to the Industrial Development Board of the City of Kingsport via quitclaim deed recorded in the Sullivan County Register of Deeds on August 28, 2023 in Deed Book 3752 at Page 9 and as shown by the plat of record recorded in the Sullivan County Register of Deeds in Plat Book 58 at Page 593.

Parcel 010.00 being generally described as: Beginning at an iron pin in the easterly right of way line of Industry Drive, said iron pin marking a corner common to the lands herein conveyed and lands of General Shale Products; thence, leaving said point of Beginning, and running N. 36 46' 42" W., 200.38 feet to an iron pin in the southerly line of a gravel road; thence, with said line N. 49 22' 30" E., 226.90 feet to a point on concrete monument marking a corner common to the lands herein conveyed and lands of General Shale Products; thence, S. 40 38' 00" E., 199.56 feet to a metal post in concrete monument; thence, S. 49 17' 15" W., 240.37 feet to the point of Beginning, containing 1.0701 acres as described in a Warranty Deed from Andy Kerney to the City of Kingsport recorded on May 16, 2022 in the Sullivan County Register of Deed's office at Deed Book 3508, Page 552.

Notice of Land Use Restrictions for:
Site # 82-592
West Industry Drive, Kingsport, Tennessee

**EXHIBIT B
SURVEY**

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF REMEDIATION
BROWNFIELD VOLUNTARY AGREEMENT

This Brownfield Voluntary Agreement addresses the Site located at 100 West Industry Drive, Kingsport, Tennessee, bearing Sullivan County Tax Parcel Numbers 046P F 010.50 and 046P F 010.00. The Site has been assigned site number 82-592 and is known as the Cement Hill Site.

I. INTRODUCTION

This Brownfield Voluntary Agreement (hereinafter referred to as the “Agreement”)(is made and entered into as of the last date of execution shown herein below by and between the Tennessee Department of Environment and Conservation (hereinafter referred to as “TDEC” or the "Department") and the City of Kingsport, Tennessee, a municipality chartered pursuant to the laws of the State of Tennessee (hereinafter “Voluntary Party”)(for the purpose of addressing the above-referenced site (hereinafter “Site”)(**approximately 35 acres**¹, which has the real or perceived threat of the presence on the Site of hazardous substances, solid waste, or any other pollutant. The administrative record for the Site addressed in this Agreement is maintained by the Department’s Division of Remediation. The Site has been assigned site number 82-590 and is known as the Cement Hill Site.

David W. Salyers, P.E., is the duly appointed Commissioner of the Department. James S. Sanders, Director of the Department’s Division of Remediation, has been delegated the authority to enter into this Agreement.

¹ While originally Parcel 046P F 010.50 consisted of 38.735 acres, on June 23, 2023 4.613 acres were conveyed to the Industrial Development Board of the City of Kingsport by quitclaim deed recorded in Deed Book 3571, Page 9 and as shown by a plat of record in Plat Book 58, Page 500.

Pursuant to Tennessee Code Annotated § 68-212-224, the Commissioner is authorized to enter into an Agreement with a party who is willing and able to conduct an investigation and/or remediation of a hazardous substance site or Brownfield Project and who did not generate, transport or release the contamination that is to be addressed at the Site.

The Department and the Voluntary Party agree to undertake all actions required by this Agreement. The purpose of this Agreement is to set forth a scope and schedule of activities at the above-referenced Site and respond to the actual, threatened, or perceived release of hazardous substances at the Site. In addition, this Agreement is intended to settle and resolve the potential liability of the Voluntary Party for the real or perceived threat of the presence of hazardous substances, solid waste, or any other pollutant at the Site which might otherwise result if and when Voluntary Party becomes the owner and/or operator of the Property.

II. REQUIREMENTS

A. **SITE LOCATION**

The Site is located along the northeasterly side of West Industry Drive approximately two tenths of a mile northwest from its intersection with Brickyard Drive within the corporate limits of Kingsport, Sullivan County, Tennessee at approximately 36°32'34.98"N latitude and 82°33'51.57"W longitude. It consists of two parcels identified as 100 West Industry Drive (Tax Parcel 046P F 010.50) and 300 East Industry Drive (Tax Parcel 046P F 010.00). An area for the Site is described on the figure attached as Exhibit A, which is incorporated herein by reference.

B. **ELIGIBILITY**

As required by Tennessee Code Annotated § 68-212-224(a)(4), as of the effective date of this Agreement, the Department has determined that the Site is not listed or been proposed for listing on the federal National Priorities List by the United States Environmental Protection Agency ("EPA").

The Voluntary Party was accepted into the Brownfield Projects Voluntary Cleanup Oversight and Assistance Program on February 3, 2023. By entering into this Agreement, the Voluntary Party certifies to the best of the Voluntary Party's knowledge that pursuant to Tennessee Code Annotated § 68-212-224(a)(1) the Voluntary Party did not generate, transport, or release the contamination that is to be addressed at the Site. As required by Tennessee Code Annotated § 68-212-224(a)(2), a summary description of all known existing environmental investigations, studies, reports, or documents concerning the Site's environmental condition has been submitted to the Department by the Voluntary Party (a copy of the Summary is attached hereto as Exhibit B).

C. FINANCIAL REQUIREMENTS

Tennessee Code Annotated § 68-212-224 requires consideration of a fee to enroll in the Voluntary Cleanup Oversight and Assistance Program. The Commissioner has set the following schedule of fees that may apply to all sites working in cooperation with the Department to recover the expense of oversight. These fees are in place of hourly time charges and normal travel costs during the first 150 hours of oversight for the project.

Program Entry	\$ 3,000
Site Characterization	\$ 2,500
Remediation	\$ 3,000
Risk Assessment	\$ 2,500
Beneficial Use Determination	\$ 2,500
Vapor Intrusion Evaluation	\$ 2,500
Voluntary Agreement/Consent Order	\$ 4,000
Land Use Restrictions	\$ 1,000
Institutional and Engineering Controls Compliance	\$ 750

In addition to the fees identified previously, an annual longevity fee of \$4,000 will be charged to the Voluntary Party on the anniversary of the date the site was accepted into the Voluntary Program until a letter requiring no further action has been issued or this Agreement has been terminated. The applicable Voluntary Party shall pay each bill referenced in this Section C within sixty (60) days of receipt by such Voluntary Party.

Applicable fees and financial requirements must be timely paid by the applicable Voluntary Party to remain in the Voluntary Cleanup Oversight and Assistance Program and to receive a letter of no further action under Section G of this Agreement. For the purpose of this Agreement, timely payment means the Department receiving payment from the Voluntary Party within 60 days of the first billing of a financial requirement or according to a payment plan agreed in writing between Voluntary Party and the Department.

Notwithstanding the foregoing, any and all cost recovery assessments arising from actions to comply with a recorded Notice of Land Use Restrictions imposed pursuant to and recorded on the Site under the terms of this Agreement, shall be due from and payable only from the particular Voluntary Party or Successor Party submitting the report to be reviewed and/or requesting the related oversight action by TDEC that gives rise to the associated fees.

D. IDENTIFICATION AND DOCUMENTATION OF MATTERS ADDRESSED

Real or perceived hazardous substances, solid wastes or other pollutants are determined to be present on this Site to an extent that may or may not have yet been fully characterized. Pursuant to Tennessee Code Annotated § 68-212-224(a)(2) the Voluntary Party has submitted to the Commissioner a summary description of all known existing environmental investigations, studies, reports or documents concerning the site's environmental condition. Based on the information submitted to the Department by or on behalf of the Voluntary Party, and the Department's own review of this information, the Parties hereto agree that the environmental conditions identified in the reports referred to below and any reports generated pursuant to this Agreement, or in the Summary, including the environmental conditions described below are to be addressed under this Agreement (collectively referred to as the "*Matters Addressed in this Agreement*"):

SEE EXHIBIT B

The Voluntary Party is proposing to redevelop this Site primarily as a recreational area/greenspace and also a future recycling center. Pursuant to this Agreement, the Voluntary Party is not being required to fully remediate the pre-existing environmental conditions noted above, but each is required to take certain actions specified in this Agreement to ensure that the identified

environmental impacts and conditions do not pose a threat to human health or the environment during and after completion of the redevelopment.

The Voluntary Party agrees that criteria required in Tennessee Code Annotated § 68-212-206(d) shall be used in determining containment and cleanup actions, including monitoring and maintenance options to be followed under this Agreement.

E. AGREED LIABILITY RELIEF

As the current owner or operator, or upon becoming an owner or operator of the Site, the Voluntary Party may occupy the status of a “liable party” pursuant to the definition of that term contained in Tennessee Code Annotated § 68-212-202(4). The Commissioner is authorized by Tennessee Code Annotated § 68-212-224 to determine an apportionment of liability pursuant to factors in Tennessee Code Annotated § 68-212-207 as well as other equitable factors in an Agreement. Further, Tennessee Code Annotated § 68-212-224(a)(5) provides that the Commissioner is authorized to limit the liability of a participant in a voluntary agreement or consent order entered into pursuant to Tennessee Code Annotated § 68-212-224. Such voluntary agreement or consent order may limit the liability of such participant to the obligations set forth therein and exempt the participant from any further liability under any statute administered by the Department for investigation, remediation, monitoring, and/or maintenance of contamination identified and addressed in the voluntary agreement or consent order. The Commissioner may extend this liability protection to successors in interest or in title to the participant, contractors conducting response actions at the Site, developers, future owners, tenants, and lenders, fiduciaries, or insurers (collectively "Successor Parties"). The Commissioner agrees that the Voluntary Party’s implementation of the actions agreed upon in Section G will constitute satisfaction of the apportioned liability of the Voluntary Party under all environmental statutes administered by the Department for the *"Matters Addressed in this Agreement."*

The Voluntary Party and any of the Successor Parties, however, remain potentially responsible for any release of hazardous substances or other pollutants that occurs at the Site after the effective date of this Agreement while it owns or operates the Site or for environmental conditions other than *Matters Addressed in this Agreement*.

In accordance with the above referenced authority, the Department agrees that other than with respect to the obligations set forth in this Agreement, including without limitation the implementation of the actions agreed upon in Section G to the extent applicable to each Voluntary Party and Successor Parties shall bear no liability to the State of Tennessee under any statute administered by the Department for investigation, remediation, monitoring, treatment, and/or maintenance of environmental conditions identified in and addressed in Section D of this Agreement; provided, however, that to the extent that the Voluntary Party or Successor Parties has or maintains an interest in the Site, or possesses and/or controls all or a portion of the Site, its liability protections herein are contingent upon its continued adherence and enforcement of any land use restrictions imposed pursuant to or as a result of this Agreement. Nothing in this Agreement shall be construed as limiting the liability or potential liability of the Voluntary Party for environmental conditions occurring after the effective date of this Agreement or for environmental conditions not identified and addressed in this Agreement. This liability protection and all other benefits conferred by this Agreement are extended to all future "Successor Parties" conditioned upon performance of the obligations contained in this Agreement and compliance with the Land Use Restrictions (hereinafter defined); provided, that such liability protection to other persons does not apply to the extent that such liability arose prior to the effective date of this Agreement. For the avoidance of doubt, a breach of this Agreement by a successor-in-interest or a successor-in -title will not alter the liability protection provided to a predecessor-in-interest or in-title.

F. ADMINISTRATIVE SETTLEMENT; THIRD PARTY LIABILITY

The Voluntary Party shall not be liable to third parties for contribution regarding *Matters Addressed in this Agreement*; provided that, the Voluntary Party gave the third party actual or constructive notice of this Agreement, and the third party was given an actual or constructive opportunity to comment upon this Agreement. The Voluntary Party has demonstrated to the Department that constructive notice was accomplished by publishing a summary of this Agreement in the Kingsport Time News at least thirty (30) days prior to the Effective Date of this Agreement.

Nothing in this Agreement shall impair the rights of third parties with respect to tort liability claims for damage to person or property arising from the contamination addressed by this Agreement.

G. AGREED ACTIONS TO BE TAKEN

The Voluntary Party agrees to conduct the following activities in order to address remedial action(s) recommended, including any monitoring and/or maintenance, pursuant to Section D(5) of this Agreement. The Voluntary Party shall conduct all activities required by this Agreement in accordance with all applicable work plans, as approved by TDEC, all applicable laws and regulations, and any appropriate guidance documents. The Department has determined that the actions in this Agreement constitute “reasonable steps” with respect to *Matters Addressed in This Agreement*.

The Voluntary Party agrees as specified below to conduct the following activities:

1. Voluntary Party shall record a Notice of Land Use Restrictions)“NLUR”(attached hereto as Exhibit C within thirty (30) days of the effective date of this Agreement. Upon recording, a copy of the NLUR shall be mailed to all local governments having jurisdiction over any part of the subject property. Additionally, a copy of the recorded NLUR shall be provided to the Department. Any party receiving liability protection under this Agreement that seeks approval for restricted uses or seeks to cancel or make a restriction less stringent shall be responsible for any costs incurred by the Department in the review and oversight of work associated with the restriction modification.
2. Voluntary Party agrees to send notification of this Agreement by certified mail to all local governments having jurisdiction over any part of the subject property and to all owners of adjoining properties. Voluntary Party shall provide adequate documentation to the Department to demonstrate that public notice has been accomplished.
3. Voluntary Party agrees to develop and implement a Department-approved Soil Management Plan (SMP) to be used during redevelopment activities and whenever onsite subsurface activities are proposed. The SMP shall include, but not be limited to, construction worker safety when handling potentially impacted materials, characterization of excavated material, handling procedures to ensure that any offsite disposal of impacted media meets state and federal requirements, and if needed,

installation of a barrier, cover system or engineered cap to limit site occupant contact with impacted soil after redevelopment. Areas with elevated organics and/or metals compounds concentrations as detected during assessment activities can be addressed through placement of buildings, parking areas, at least 18 inches of clean clayey soil plus a minimum of 6-inch established vegetation layer, or another type of TDEC-approved contact barrier over the existing ground surface as warranted to limit exposure to organics and/or metals compounds, if the redevelopment includes residential use.

4. Any new structure proposed on the site will be constructed with a minimum 20-mil VOC-resistant vapor mitigation system per manufacture specifications to prevent subsurface vapor phase contamination from migrating into the structure(s) at concentrations greater than applicable screening levels. After installation, the contractor shall submit a written report to the Department documenting how the system was installed and documenting any deviations from the manufacturer's specifications. An Operation and Maintenance Plan will be prepared by the Voluntary Party identifying continued care and operation and maintenance activities to be conducted to ensure the system is effective in preventing subsurface vapor phase contamination from migrating into the structure(s) at concentrations greater than applicable screening levels.
5. Voluntary Party agrees to implement recommendations set forth in the SMP, and the Voluntary Party shall submit a written report documenting implementation to the Department within 90 days of completion of such work. The report shall include, but not be limited to as-built drawings, details of any capping, and waste manifests for offsite disposal. The report shall also identify any areas where soil remains at the site that must be managed for future soil management and maintenance of any covers or caps.
6. Voluntary Party shall be responsible for continued care, operation, and maintenance of the remedy. Voluntary Party shall notify TDEC Division of Remediation in writing if the integrity of the remedy is compromised and take any steps necessary to

eliminate the threat of potential threat to public health, safety, or the environment posed by the hazardous substance(s).

Upon completion of all tasks set forth in this Agreement, the Department shall issue to Voluntary Party a letter stating the requirements of this Agreement have been fulfilled and no further action is required of the Voluntary Party concerning contamination identified and addressed in this Agreement. Upon the request of a Voluntary Party from time to time, the Department shall issue an interim status letter identifying what specific obligations remain to achieve completion of the work under this Agreement. Issuance of a no further action letter shall not relieve the Voluntary Party receiving such letter of any responsibilities for operation and maintenance activities or continued adherence to and enforcement of land use restrictions, if any, pursuant to Tennessee Code Annotated § 68-212-225. The Department reserves the right to require a Voluntary Party to take additional action for contamination caused by such Voluntary Party occurring after the date of this Agreement or for environmental conditions other than *Matters Addressed in this Agreement*.

H. ADDITIONAL REQUIREMENTS

1. The Voluntary Party may request a time extension for any deadline included in this Agreement prior to the deadline. The time extension may be granted through mutual consent for good cause shown.
2. The Voluntary Party and Successor Parties agree not to disturb, move, or remove any areas of hazardous substances, solid waste, or other pollutant(s) that are subject to liability protection under this Agreement without written approval by the Department unless the activities are being conducted under the terms and conditions of this Agreement or necessitated by the normal day-to-day activities of any on-going business.
3. Pursuant to Tennessee Code Annotated § 68-212-222, whether or not permits are required for onsite cleanup activities related to *Matters Addressed in this Agreement*, such activities shall meet the standards that would apply if such permits were required.

4. The Department acknowledges that the Voluntary Party itself may conduct redevelopment activities at the Site in addition to preparing the Site for potential development for Successor Parties, and the Voluntary Party enters into this Agreement in order to facilitate Voluntary Party's potential development of the Site or Successor Parties' potential development of the Site as herein agreed by Voluntary Party. The Department further acknowledges that Voluntary Party and more than one Successor Party may develop different portions of the Site. Accordingly, Voluntary Party and one or more Successor Parties may assume the obligations and liability protections provided under this Agreement upon such Successor Parties' acquisition of property interests in the Site. The Voluntary Party or any Successor Party that transfers its interest at the Site shall be relieved of any further obligations under this Agreement.

I. SITE ACCESS

During the effective period of this Agreement, and until the Department's issuance of a No Further Action Letter upon the Voluntary Party's completion of all activities under this Agreement, the Voluntary Party, and any Successor Party shall, to the extent it is in control of the Site, provide the Department and its representatives or designees access during normal business hours to the Site to the extent that the Voluntary Party has the power and authority to grant such access. Nothing herein shall limit or otherwise affect the Department's right of entry, pursuant to any applicable statute, regulation, or permit. The Department and its representative shall comply with all reasonable health and safety plans published by the Voluntary Party, Successor Party or their contractors and used by Site personnel for the purpose of protecting life and property.

J. SUBMISSION OF INFORMATION, REPORTS, OR STUDIES

The Department may deny submission or approval of any reports or studies performed by or on behalf of the Voluntary Party and submitted under the terms of this Agreement that do not contain the following statement:

"I certify under penalty of law, including but not limited to penalties for perjury, that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information contained in this document and on any attachment is true,

accurate and complete to the best of my knowledge, information, and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for intentional violation. As specified in Tennessee Code Annotated § 39-16-702(a)(4), this declaration is made under penalty of perjury.”

K. RESERVATION OF RIGHTS

1. This Agreement shall not be construed as waiving any right or authority available to the Commissioner to assess responsible parties other than the Voluntary Party or Successor Parties for liability for civil penalties or damages incurred by the State, including any natural resource damage claims which the Department or the State of Tennessee may have under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act)“CERCLA”(or any other statute, rule, regulation, or common law.

2. Nothing in this Agreement shall be construed as limiting or waiving any right or authority available to the Commissioner to require a liable party to address contamination occurring after the effective date of this Agreement or for environmental conditions other than *Matters Addressed in this Agreement*.

3. Nothing in this Agreement shall be interpreted as limiting the Voluntary Party’s right to preserve the confidentiality of attorney work product or client-attorney communication. Tennessee Code Annotated § 68-212-202 et seq. contains no provisions for confidentiality or proprietary information. Therefore, records, reports, test results, or other information submitted to the Department under this Agreement shall be subject to public review. Any and all records, reports, test results or other information relating to a hazardous substance site or the possible hazardous substance at the Site submitted under this Agreement may be used by the Department for all purposes set forth in Tennessee Code Annotated § 68-212-201 et seq.

4. Any Voluntary Party or any of their Successor Parties may terminate this Agreement as it pertains to such terminating party at any time upon written notice to the Department during the time period that such party owns the Site and/or conducts operations at the Site. Upon such termination, the terminating party shall have no further obligations hereunder

other than payment of outstanding oversight costs, if any, accrued to the date of notice of termination and adherence to any notice of land use controls filed under Tennessee Code Annotated § 68-212-225; provided, that all parties to this Agreement shall have and retain all authority, rights, and defenses as if this Agreement had never existed.

5. The Department may terminate this Agreement by written notice to the Voluntary Party in the event that the Department receives timely comments from third-party contribution claim holders pursuant to the notice sent under Section F of this Agreement, if any, and such comments disclose facts or considerations that indicate that the allocation of liability of the Voluntary Party under this Agreement is inappropriate, improper, or inadequate; provided, however, absent fraud or intentional misconduct, that in such event the Voluntary Party may elect to waive the protections set forth in Section F hereunder and in such event this Agreement shall not be terminated, but rather the remainder of the terms and conditions of this Agreement shall continue to be in full force and effect and without termination. The Department's notice of termination must be made within thirty (30) days of the end of the 30-day notice period required by Section F. The Voluntary Party's waiver notice must be made within fifteen (15) days after receipt of the Department's termination notice.

6. In the event a Voluntary Party or Successor Party does not fulfill all the requirements established in this Agreement, the Commissioner may seek to enforce the Agreement through any legal remedy.

7. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect.

8. Nothing in this Agreement shall be interpreted as limiting the liability for the improper management and/or disposal of contaminated material removed from the Site.

The individual signing below on behalf of the Voluntary Party represents that they are the duly authorized agent, capable of entering into a binding Agreement on behalf of the Voluntary Party. By entering into this Agreement, this individual certifies to the best of his knowledge or reasonable belief that the Voluntary Party did not generate or did not cause to generate, transport, or release contamination that is to be addressed at this Site.

The Effective Date of this Agreement is the last date of execution shown below.

CITY OF KINGSPORT, TENNESSEE
VOLUNTARY PARTY

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT
AND CONSERVATION

Patrick W. Shull, Mayor

James S. Sanders, Director – Division of
Remediation

Date

Date

Attest:

Approved as to form and legality
TDEC Office of General Counsel Attorney

Angela Marshall, Deputy City Recorder

Signature

Approved as to form:

Date:

Rodney B. Rowlett, III, City Attorney

EXHIBIT A

TO BROWNFIELD AGREEMENT

SITE DESCRIPTION

36°32'34.98"N / 82°33'51.57"W

Tax Map 046P F 010.50 and Tax Map 046P F 010.00

Parcel 010.50 being generally described as: Beginning at an iron pin on the northeasterly right-of-way line of Industry Drive, thence, with a new line the following five calls; N 36 53' E, 412.36 feet to an iron pin, N 67 05' E, 179.53 feet to an iron pin, N 52 18' E, 300.02 feet to an iron pin, N 30 43' W, 168.00 feet to an iron pin, and N 31 01' E, 109.26 feet to an iron pin at the corner of Dixie Cement Company, Inc. property, thence, with Dixie Cement Company, Inc. property the following four calls; N 31 01' E, 74.71 feet to an iron pin, S 55 36' E, 436.82 feet to an iron pin, N 50 59' E, 51.93 feet to an iron pin, S 68 47' E, 276.84 feet to an iron pin on the southwesterly right-of-way line of C.C. & O. Railroad property, thence with said right-of-way, S 55 45" E, 637.44 feet to a concrete monument, thence, leaving said right-of-way and with the Industrial Development Board of the City of Kingsport boundary line, the following three calls; S 34 15' W, 527.44 feet to an iron pin, S 49 15' W, 700.00 feet to an iron pin, and S 45 35' W, 323.55 feet to a concrete monument on the northeasterly right-of-way line of Industry Drive, thence, with said right-of-way, N 40 57' W, 1200.54 feet to the Point of Beginning as reflected in a quitclaim deed of record recorded on September 2, 2021 in Deed Book 3464 at Page 1416 from Domtar Paper Company, LLC to the City of Kingsport. **LESS, HOWEVER,** approximately 4.613 acres conveyed by the City of Kingsport to the Industrial Development Board of the City of Kingsport via quitclaim deed recorded in the Sullivan County Register of Deeds on August 28, 2023 in Deed Book 3752 at Page 9 and as shown by the plat of record recorded in the Sullivan County Register of Deeds in Plat Book 58 at Page 593.

Parcel 010.00 being generally described as: Beginning at an iron pin in the easterly right of way line of Industry Drive, said iron pin marking a corner common to the lands herein conveyed and lands of General Shale Products; thence, leaving said point of Beginning, and running N. 36 46' 42" W., 200.38 feet to an iron pin in the southerly line of a gravel road; thence, with said line N. 49 22' 30" E., 226.90 feet to a point on concrete monument marking a corner common to the lands herein conveyed and lands of General Shale Products; thence, S. 40 38' 00" E., 199.56 feet to a metal post in concrete monument; thence, S. 49 17' 15" W., 240.37 feet to the point of Beginning, containing 1.0701 acres as described in a Warranty Deed from Andy Kerney to the City of Kingsport recorded on May 16, 2022 in the Sullivan County Register of Deed's office at Deed Book 3508, Page 552.

EXHIBIT B

TO BROWNFIELD AGREEMENT

SUMMARY OF TECHNICAL REPORTS FOR THE SITE

The following summary is a listing of technical reports for environmental investigations and assessments for the Site that are in the possession of the Voluntary Party. This summary is intended to fulfill the statutory disclosure requirements associated with the Brownfield agreement application process. All reports listed below are on file at TDEC.

Phase I Environmental Site Assessment: 100 West Industry Road, Portion of Tax Parcel 046P F 010.20/001, August 10, 2020 prepared by S&ME, Inc.. Six RECs identified. No remedial action taken.

Limited Phase II Environmental Site Assessment: Cement Hill, 100 West Industry Road, Tax Parcel 046P F 010.50, August 31, 2022 prepared by S&ME, Inc. Limited geophysical services did not identify USTs but did identify anomalies. Anomalies evaluated by test pits and soil sampling, and two borings were drilled around former diesel dispenser island. Samples near or above EPH screening level.

Plat Showing a Part of Domtar Paper Company, LLC Property to be Transferred to the City of Kingsport, prepared by Wilson & Associates, Inc.

Report of Groundwater Monitoring, Cement Hill Property, TDEC-DoR Site #82-592, July 10, 2023, prepared by S&ME, Inc. *Two existing wells indicated only arsenic above MCL in MW-2.*

Phase I Environmental Site Assessment: 300 West Industry Road, Tax Parcel 046P F 010.00, April 28, 2022, prepared by S&ME, Inc. *Two RECs identified. No remedial action taken.*

Pre-renovation and Pre-demolition Asbestos Assessment, 200 West Industry Road, March 8, 2023, prepared by S&ME, Inc. Asbestos was detected in building materials which were later abated prior to demolition or renovation of structures.

Report of Geotechnical Exploration Recycling Center – West Industry Drive, October 18, 2022, prepared by S&ME, Inc.

EXHIBIT C
TO BROWNFIELD AGREEMENT
NOTICE OF LAND USE RESTRICTIONS



AGENDA ACTION FORM

Consideration of a Resolution to Ratify the Mayor’s Signature on the City of Kingsport’s Application for and Acceptance of Funding through the Department of Energy’s Energy Efficiency and Conservation Block Grant.

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

Action Form No.: AF-128-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:
Approve the Resolution.

Executive Summary:
This resolution will ratify the Mayor’s signature on the application for the DOE’s Energy Efficiency and Conservation Block Grant. The application deadline was April 30th.

The City of Kingsport is entitled to Department of Energy funding that is set aside to assist with Energy Efficiency, planning vouchers and/or equipment rebates. The application is necessary to claim the funding and put it to use within the parameters of the grant. Funding will be used to replace a number of existing street light modules with high-efficiency LED bulbs. City of Kingsport staff will perform the retrofits.

The funding allocated to Kingsport and requested through the grant is \$121,880.00

No matching funds are required for receipt of the grant.

- Attachments:**
- 1. Resolution
 - 2. Preaward Information
 - 3. NEPA SOW 2
 - 4. Terms and Conditions

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) APPLICATION, AUTHORIZING THE RECEIPT OF THE GRANT FUNDS AND AUTHORIZING THE EXECUTION OF ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Energy Efficiency and Conservation Block Grant (EECBG) program assists states and local governments in implementing strategies to reduce energy use and improve energy efficiency; and

WHEREAS, this grant opportunity was identified by staff as a funding source for the replacement of a number of existing street light modules with high efficiency LED bulbs; and

WHEREAS, City was entitled to \$121,880.00 in funding through the EECBG with no match requirement; and

WHEREAS, though it has been extended originally the grant application due April 30, 2024; and

WHEREAS, in order for the city to avail itself of this opportunity the grant contract was executed and submitted prior to the original April 30, 2024 deadline and is now presented to the board for ratification.

Now, therefore,

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

SECTION I. That application for the DOE's EECBG program is approved and the Mayor's execution thereof is hereby ratified.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive the EECBG funds.

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 including recreational and educational, and will promote the health, comfort, and prosperity of the citizens of the city.

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



SCEP

STATE & COMMUNITY ENERGY PROGRAMS

EECBG PROGRAM PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7. Please submit this form to the EECBG Program Inbox: eecbg@hq.doe.gov.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:	City of Kingsport	Award Number:	
UEI:	YE45C4JZC5U1	DUNS (if applicable):	
Business Officer:	Pat W. Shull	BO Phone Number/Email:	patshull@kingsporttn.gov
Principal Investigator (PI):	Michael Price	PI Phone Number/Email:	michaelprice@kingsporttn.gov

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- Local Government
- Tribal Government
- State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	415 Broad St
City:	Kingsport
State:	TN
Zip:	37660
Congressional District(s):	001

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select "Grant." (Select one option) [response to this question is non-binding]

- Voucher for Technical Assistance
- Voucher for Equipment Rebate
- Voucher for both Technical Assistance and Equipment Rebate
- Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
- Yes
 No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
- Yes
 No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
- Yes
 No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
- Yes
 No
- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
- Yes
 No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

¹ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

² For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

- Yes
 No

g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

- Yes
 No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the DOE Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

- No
 Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section V(b)(3).

C. **Organizational Conflicts of Interest³.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See DOE Interim Conflict of Interest Policy Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

- No
 Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section VI.

Recipients choosing a voucher may skip to Section 8

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

- | |
|--|
| 1) ASAP Number:
2) ASAP/Payments Contact Person:
3) The preferred payment method is: |
|--|

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST (*Grant recipients only*)

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? Yes No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. Yes No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) Yes No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? Yes No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form. Yes No

b. An electronic copy of the audit was provided with application package. Yes No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail. (If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____
Point of Contact: _____
Phone/Email: _____

4b. DCAA Contact Information:

DCAA Office: _____
Point of Contact: _____
Phone/Email: _____

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

	Yes	No	NA
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Identification and accumulation of direct costs by project.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Accumulation of costs under general ledger control.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. A timekeeping system that identifies employees’ labor by intermediate and final cost objective (i.e., project level, division level).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Is the Accounting System currently in full operation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SECTION 7: REPRESENTATION/CERTIFICATION (*Grant recipients only*)

Certification of the information is required by the organization’s authorized representative

- I certify that I have registered in the System for Award Management (SAM).
- I certify that I have registered in FedConnect.net in order to receive award documentation.
- I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

- I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- I certify the Recipient:
 - (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: Pat W. Shull

Title: Mayor

Signature of Authorized Official: *Patric W. Shull*

Date: 24 March 2023

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: Michael Price

Title:

Community Planner

Signature of Principal
Investigator:

Michael Price

Date:

03/15/2023

APPROVED AS TO FORM:


CITY ATTORNEY



DEPUTY CITY RECORDER

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following ANNUAL responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under "CUSTOMERS->Checklists and Tools", click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Equipment Rebate Voucher Applicants

2-Statement of Work for Non-tribal Energy Efficiency and Conservation Block Grant (EECBG) Equipment Rebate Voucher Applicants with a Historic Preservation Programmatic Agreement¹ (PA) Requesting Expedited Reviews for Projects with No Ground Disturbing Activities

Check applicable boxes. Note-All boxes must be checked to use this statement of work.

<input checked="" type="checkbox"/>	I represent a <u>non-tribal</u> organization.
<input checked="" type="checkbox"/>	If my organization funds any activities on tribal lands or tribal properties, I understand those activities would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. My organization would contact the DOE Project Officer for a <i>Historic Preservation Worksheet</i> to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. I understand the DOE NEPA team must review the <i>Historic Preservation Worksheet</i> and notify my DOE Project Officer before I may begin initiating activities reviewed on the <i>Historic Preservation Worksheet</i> .
<input checked="" type="checkbox"/>	My organization is proposing <u>no ground disturbing activities</u> .
<input checked="" type="checkbox"/>	My organization and proposed activities are located in AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, or VI.
<input checked="" type="checkbox"/>	I understand I am required to review the NEPA and Historic Preservation training website: www.energy.gov/node/4816816 and contact my DOE Project Officer with any questions before initiating project activities.
<input checked="" type="checkbox"/>	I understand I am required to review my <i>NEPA determination</i> (the DOE form that documents DOE's environmental review of project activities) once I have an approved award from the DOE Contracting Officer. I will contact my DOE Project Officer with questions on my award documents.
<input checked="" type="checkbox"/>	I understand I am required to review and comply with the requirements and restrictions of my <i>Historic Preservation Programmatic Agreement</i> found at: https://www.energy.gov/node/812599 once I have an approved award from the DOE Contracting Officer. I will contact my DOE Project Officer with questions on my award documents.
<input checked="" type="checkbox"/>	I understand I am required to submit an annual <i>Historic Preservation Report</i> at https://forms.office.com/g/kAFs0N7CZH .
<input checked="" type="checkbox"/>	I understand if I propose activities not listed below, I must contact my DOE Project Officer who will review the proposal for program eligibility. Additional NEPA review will be required including the possible submission of an <i>Environmental Questionnaire 1</i> form (EQ1). I will not initiate any activities without approval from the DOE Contracting Officer.

¹ Determine if your project is located in a jurisdiction with a *Historic Preservation Programmatic Agreement* by checking this website: <https://www.energy.gov/node/812599>.

By signing below, The City of Kingsport (enter Applicant organization) provides assurance that it shall only fund projects (including subgrants) that fall within the Blueprints and Additional Activities listed below and will follow all restrictions defined below.

Blueprints and Additional Activities:

All proposed project activities and equipment funded from *Administrative and Legal Requirements Documents* (ALRD), and all proposed project activities and equipment funded under *Financial Incentive Programs*, must be listed below. Activities and equipment not listed below would require submission of an *Environmental Questionnaire 1* form (EQ1).

This Statement of Work is organized around ECEBG Program Blueprints. Applicants that plan to use a Blueprint should identify their selected Blueprint number and ensure that their proposed activities align with this Statement of Work. Applicants that do not plan to use a Blueprint may find that their proposed activities are covered under one of the Blueprint headers or the “Additional Activities” section. Please review each item carefully to determine if proposed activities are included in this Statement of Work.

Blueprints:

1. **Blueprint #2A:** Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant’s DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - a. Installation of insulation.
 - b. Installation of energy efficient lighting.
 - c. HVAC upgrades to existing systems.
 - d. Weather sealing and duct sealing.
 - e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
 - h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - j. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

2. **Blueprint #2B:** Energy Savings Performance Contracts for Efficiency and Electrification in Buildings, activities limited to:

- a. Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - i. Installation of insulation.
 - ii. Installation of energy efficient lighting.
 - iii. HVAC upgrades (to existing systems).
 - iv. Weather sealing and duct sealing.
 - v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - vii. Retrofit and replacement of windows and doors.
 - viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
 - b. Post-implementation measurement & verification limited to data analysis (e.g.: metering/usage/temperature), which may include monitoring devices installed on equipment, but not on buildings.
3. **Blueprint #2C: Building Efficiency & Electrification Campaign**, activities limited to:
- a. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - i. Installation of insulation.
 - ii. Installation of energy efficient lighting.
 - iii. HVAC upgrades to existing systems.
 - iv. Weather sealing and duct sealing.
 - v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - vii. Retrofit and replacement of windows and doors.

- viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
4. **Blueprint #3A:** Solar and Battery Storage - Power Purchase Agreements and Direct Ownership, activities limited to:
- a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
5. **Blueprint #3B:** Community Solar, activities limited to:
- a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
6. **Blueprint #3C:** Solarize Campaign, activities limited to:
- a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming,

do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

7. **Blueprint #3D:** Renewable Resource Planning, activities limited to:
 - a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

8. **Blueprint #4A:** Electric Vehicles for Fleets and Fleet Electrification, activities limited to:
 - a. Purchase of alternative fuel vehicles, including electric vehicles and plug-in hybrid vehicles.
 - b. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

9. **Blueprint #4B:** Electric Vehicle Charging Infrastructure, activities limited to:
 - a. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

Additional Activities:

10. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective

applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:

- a. Installation of insulation.
- b. Installation of energy efficient lighting.
- c. HVAC upgrades to existing systems.
- d. Weather sealing and duct sealing.
- e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
- f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
- g. Retrofit and replacement of windows and doors.
- h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
- i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
- j. Electrical system upgrades required to enable energy efficient/clean energy. Measures limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

11. Installation of renewable energy technology, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:

- a. Solar Electricity/Photovoltaic—appropriately sized systems not to exceed 60kW (including community solar projects)
- b. Wind Turbines 20 kW or smaller
- c. Solar thermal systems (including solar thermal hot water) limited to 200,000 BTU per hour or smaller.

12. Biomass thermal systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in existing buildings, do not require structural reinforcement, do not require ground disturbance, are appropriately sized, and limited to 3 MMBTUs per hour or smaller, with appropriate regulatory permits obtained and Best Available Control Technologies (BACT) installed and operated.

13. Purchase of alternative fuel vehicles, hybrids, and electric vehicles.

14. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels, (but not storage tanks) provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic*

Preservation Programmatic Agreement (PA), are installed on a current fueling station site, do not require ground disturbance, tree removal or tree trimming, are appropriately sized, and obtain the appropriate permits, and comply with regulatory requirements.

15. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized not to exceed 1,000 kWh, obtain the appropriate permits, and comply with regulatory requirements.

The Applicant is responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment or any inconsistency with the "integral elements" from a particular project. See 10 C.F.R. Part 1021 Appendix B, and the DOE's online NEPA and historic preservation training at www.energy.gov/node/4816816 to reviews these concepts.

Expedited NEPA review based on this NEPA Statement of Work and supporting documents does not preclude DOE from conducting stewardship activities, including audits, and site visits, or from exercising any other rights under the EECBG program.

By signing below, the Applicant, agrees to follow all the statements and restrictions in this document; review and comply with the *NEPA Determination* (included in their Applicant award documents); review the DOE's NEPA and Historic Preservation training website. DOE has developed a NEPA and Historic Preservation training website which contains PowerPoint presentations, sample template documents (including a project *scope of work* and a project *layout*), a Word template of the *Environmental Questionnaire 1 (EQ1)*, and an *EQ1 Submission Guide* at www.energy.gov/node/4816816. Applicants are responsible for reviewing these trainings and reviewing the sample documents prior to initiating projects. Recipients must contact their DOE Project Officer with any questions. Subgrantees should also review the NEPA and Historic Preservation training website prior to initiating projects.

Patrick W. Shull 15 April 2024
Authorized Signature Date

Name (Printed or typed): Patrick W Shull

Title (Printed or typed): Mayor

Organization (Printed or typed): The City of Kingsport



APPROVED AS TO FORM:
[Signature]
CITY ATTORNEY

Special Terms and Conditions

Entity Name: The City of Kingsport (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) ¹
Attachment 2	NEPA Determination ²

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

¹ The FARC will be provided at a later date.

² The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

Table of Contents

Subpart A. General Provisions	4
Term 1. Legal Authority and Effect	4
Term 2. Flow Down Requirement	4
Term 3. Compliance with Federal, State, and Municipal Law	4
Term 4. Inconsistency with Federal Law	4
Term 5. Federal Stewardship	4
Term 6. NEPA Requirements	4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	5
Term 8. Reporting Requirements	5
Term 9. Lobbying	5
Term 10. Publications	5
Term 11. No-Cost Extension	6
Term 12. Property Standards	6
Term 13. Insurance Coverage	6
Term 14. Real Property	7
Term 15. Equipment	7
Term 16. Supplies	8
Term 17. Property Trust Relationship	8
Term 18. Record Retention	8
Term 19. Audits	8
Term 20. Indemnity	9
Term 21. Foreign National Participation	9
Term 22. Post-Award Due Diligence Reviews	9
Subpart B. Financial Provisions	10
Term 23. Maximum Obligation	10
Term 24. Refund Obligation	10
Term 25. Allowable Costs	10
Term 26. Decontamination and/or Decommissioning (D&D) Costs	10
Term 27. Use of Program Income	10
Term 28. Payment Procedures	11
Term 29. Budget Changes	11
Subpart C. Miscellaneous Provisions	12
Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities	12
Term 31. System for Award Management and Universal Identifier Requirements	12
Term 32. Nondisclosure and Confidentiality Agreements Assurances	14
Term 33. Contractor Change Notification	15
Term 34. Recipient Integrity and Performance Matters	16
Term 35. Export Control	18
Term 36. Interim Conflict of Interest Policy for Financial Assistance	18
Term 37. Organizational Conflict of Interest	18
Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	19
Term 39. Human Subjects Research	20
Term 40. Fraud, Waste and Abuse	21
Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements	21
Term 41. Reporting, Tracking and Segregation of Incurred Costs	21

Term 42. Davis-Bacon Requirements	22
Term 43. Buy American Requirement for Infrastructure Projects	23
Term 44. Affirmative Action and Pay Transparency Requirements	29
Term 45. Potentially Duplicative Funding Notice	29
Term 46. Transparency of Foreign Connections.....	29
Term 47. Foreign Collaboration Considerations	30

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):

NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.³
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

³ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engine wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IJJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Patrick W. Shull
Authorized Signature

15 April 2024
Date

Name: Patrick W. Shull
Title: Mayor
Entity Name: The City of Kinsport



APPROVED AS TO FORM:
Robert S. Hawlett III
CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant for FY 2024.

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

Action Form No.: AF- 108-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Capt. Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the resolution.

Executive Summary:
The Bulletproof Vest Partnership (BVP) created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The Office of Justice Programs Bureau of Justice Assistance (BJA) administers the Bulletproof Vest Program.

The police department budgets for and purchases vests each year as they are replaced due to expiration, wear and tear, or as new officers are hired. This grant program provides reimbursement to law enforcement agencies at up to 50% of their total vest expenditures for vest purchases for the next two years. This application requests grant funds in the amount of \$14,250.00. The actual amount approved may be slightly more or less.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS’ BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

WHEREAS, the city, through the Kingsport Police Department, desires to apply for a grant through the Department of Justice – Office of Justice Programs’ Bureau of Justice Assistance, which will provide funds to assist with the acquisition of bulletproof vests; and

WHEREAS, these grant funds will reimburse the city up to fifty percent (50%) of its total vest expenditures for vest purchases for the next two years; and

WHEREAS, this application requests grant funds in the amount of \$14,250.00, although the actual amount approved may be slightly more or less.

Now therefore,

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

SECTION I. That the application for, and if awarded receipt of, the Department of Justice – Office of Justice Programs’ Bureau of Justice Assistance Bulletproof vest partnership reimbursement grant is hereby approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Department of Justice – Office of Justice Bureau of Justice Assistance for the Bulletproof Vest Partnership Reimbursement Grant.

SECTION III. That the mayor is authorized and directed 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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 15th Annual World’s Largest Swim Lesson

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

Action Form No.: AF-112-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Wendy Terrazas
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approve the City will enter into an Agreement to be a Host Facility for the 15th Annual World’s Largest Swim Lesson.

Each June, the World Waterpark Association holds the World’s Largest Swim Lesson (WLSL). It is a national event in which simultaneous swim lessons are held across the nation to build awareness about the vital importance of teaching children to swim to help prevent drowning which is the second leading cause of unintended injury-related deaths for 1–14-year-olds.

The Kingsport Aquatic Center has historically partaken in this national event which helps to promote our year-round swim lesson offerings. There is no cost for participants to participate in this event.

The Aquatic Center will also be recognized on the World’s Largest Swim Lesson website for participating.

It is a benefit for the Kingsport Aquatic Center to participate in the WLSL and advocate for water safety. In 2023 we had approximately 100 participants in WLSL.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A HOST FACILITY AGREEMENT WITH THE WORLD WATERPARK ASSOCIATION FOR THE 15TH ANNUAL WORLD'S LARGEST SWIM LESSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, each June, the World Waterpark Association holds the World's Largest Swim Lesson, a national event in which simultaneous swim lessons are held across the nation to build awareness about the vital importance of teaching children to swim to help prevent drowning which is the second leading cause of unintended injury related deaths for 1-14 year olds; and

WHEREAS, the Kingsport Aquatic Center has historically partaken in this national event which helps to promote our year-round swim lesson offerings, and the Aquatic Center will be recognized on the World's Largest Swim Lesson website for participating; and

WHEREAS, there is no cost for the Kingsport Aquatic Center to participate in the World's Largest Swim Lesson.

Now therefore,

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

SECTION I. That the host agreement with World Waterpark Association for the World's Largest Swim Lesson, 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 World Waterpark Association for the World's Largest Swim Lesson, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

World's Largest Swimming Lesson Host Facility Liability and Publicity Release

Aquatic Facility Name: Kingsport Aquatic Center
Address: 1820 Meadowview Parkway
City: Kingsport State: Tennessee Zip: 37660
Main Phone: 423-343-9758 Direct Phone: _____
Facility Representative (Name): Primary-Madison Gump Wendy Terrazas
Title: Madison-Program Coordinator Wendy-Aquatics Director

By registering to participate in this event, our facility acknowledges that:

1. American Red Cross (ARC), Amusement Today, Aquatics International, Association of Aquatic Professionals (AOAP), Australasian Leisure Management, Australian Swim Schools Association, Bloolooop, Centers For Disease Control & Prevention, Colin's Hope, CPSC's Pool Safely, INATI, International Federation of Swimming Teachers' Associations (IFSTA), Jeff Ellis & Associates, Lifeguards Without Borders, Metodologia Gustavo Borges, National Aquatic Safety Company (NASCO), National Drowning Prevention Alliance (NDPA), National Recreation & Park Association (NRPA), Neptune Splash Radio, Park World Magazine, Pinch-A-Penny, Pool & Hot Tub Alliance, Safe Kids Worldwide, STA, Starfish Aquatics Institute, StarGuard ELITE, Stop Drowning Now, Swim Australia, The Redwoods Group, United States Swim School Association, Water Safety Products, World Waterpark Association (WWA), and others who may be added later and are posted on the

World's Largest Swimming Lesson website, including all National Level Supporting Organizations, State Level Supporting Organizations and Media Partners, have joined together to act as Presenting Organizations for the World's Largest Swimming Lesson (WLSL), which will occur at numerous facilities on June 20, 2024.

The Presenting Organizations have not inspected or tested any of the host facilities and will not be present at the facilities during or prior to the WLSL Lesson. The design, construction, operation and maintenance of the facilities and the instruction and supervision of all facility staff, participants and their parents or guardians in attendance shall be the sole responsibility of each facility as per local, state and federal pool and spa regulations and no Presenting Organization or their parents, partners, stockholders, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, licensees, ("Releasees"), and all others associated with the development and execution of this event shall be liable for the safety of any employees, instructors, participants or their parents and guardians or for any acts or omissions on the part of any facility in connection with this event. This provision shall be applicable to the extent permitted by Tennessee law.

2. By participating in the WLSL event, I hereby give Releasees full permission and authority to use, publish and display our facility, employees and local WLSL event attendee names, voices, photographs or other likeness in connection with this event and any events that are scheduled in connection therewith including, without limitation, for advertising, publicity and trade purposes in any and all media worldwide in perpetuity without any additional compensation payable.

[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 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection

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

Action Form No.: AF-106-2024
Work Session: May 6, 2024
First Reading: N/A
Final Adoption: May 7, 2024
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:
Approve the resolution.

Executive Summary:
Since 2007, the City of Kingsport has provided garbage collection service to the town of Mt. Carmel. The City of Kingsport proposes to extend that service through a one-year contract with Mt. Carmel that leaves the monthly rate at \$9.25 per cart. This contract currently brings in a monthly revenue of \$20,118.75, and a yearly rate of \$241,425. The contract covers garbage collection service only.

- Attachments:**
- 1. Resolution
 - 2. Interlocal Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION SERVICES TO THE TOWN OF MOUNT CARMEL, TENNESSEE

WHEREAS, the city would like to enter into an inter-local cooperation agreement with the Town of Mount Carmel to provide residential automated garbage collection for the town: and,

WHEREAS, the contract brings a monthly revenue of \$20,118.75, and a yearly revenue of \$241,425.00 and the contract covers garbage collection service only.

Now therefore,

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

SECTION I. That the Interlocal Agreement between the city and the Town of Mount Carmel for residential automated garbage collection 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, an Inter-Local Agreement for residential automated garbage collection to serve the Town of Mount Carmel, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the ____ day of _____, 2024, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

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

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$20,118.75 dollars, which is \$9.25 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.
2. The initial term of this Agreement will commence on _____, 2024 and end on _____, 2025.
3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.
4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God

over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Refuse herein. Only the Carts supplied by Kingsport will be used for this collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.

7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.

8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.

9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.

11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$9.25 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 229-9451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at

all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive
Kingsport, Tennessee 37660
423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium

dwelling or an apartment complex whether of single or multi-level construction, consisting of six or less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish – Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste - Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

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

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

ADOPTED this the 7th day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

INTERLOCAL AGREEMENT

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WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

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2. The initial term of this Agreement will commence on _____, 2024 and end on _____, 2025.

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4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Reuse herein. Only the Carts supplied by Kingsport will be used for this

collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

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manner relieves Kingsport of its obligation to provide collection service at least once per week.

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20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

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Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits,

grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling or an apartment complex whether of single or multi-level construction, consisting of six or less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish - Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste - Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

**TOWN OF MOUNT CARMEL,
TENNESSEE**

ATTEST:

_____, City Recorder

By: _____
_____, Mayor

APPROVED AS TO FORM:

City Attorney for Mount Carmel

CITY OF KINGSPORT, TENNESSEE

ATTEST:

Angela Marshall, Deputy City Recorder

By: _____
Patrick W. Shull, Mayor

APPROVED AS TO FORM:

City Attorney for Kingsport



MATERIALS AGREEMENT SUMMARY

Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with JTB Construction Related to the Lebanon Meadows Development and to Appropriate the Funds

Date: March 25, 2024
To: Chris McCartt, City Manager
From: G. Burton/J. Williams

Project No.: 2023-D28
ComDev No.: PD23-0357

Summary:

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

Pursuant to the policy, JTB Construction has requested that the proposed Lebanon Meadows Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$45,899.72 for a new development with fourteen (14) lots.

To date, including this development, the program has supported 1,535 new/proposed lots within the City of Kingsport.

Attachments:

1. Agreement
2. Cost Table
3. Location Map
4. Utilities Plan
5. Development Chart

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 25th day of March, 2024, by and between JTB Construction hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Lebanon Meadows, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 486 LFT of Waterline and 518 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$45,899.72. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.



Attest:

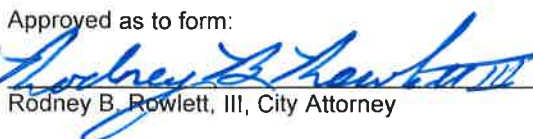
 Angela Marshall, Deputy City Recorder



 Developer



 Chris McCart, City Manager

Approved as to form:


 Rodney B. Rowlett, III, City Attorney

ArcGIS Web Map



3/15/2024, 11:09:08 AM

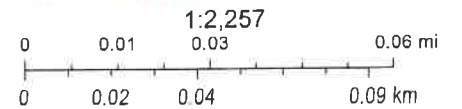
Sullivan County Parcels Streets

Parcels

Interstate

Minor Arterial

Local Street



Item XIII.2.

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 1	32	\$ 42,867.62	2/19/2007	\$ 39,474.82	Closed
2006-D8	Jeff McKee	Settler's Ridge Phase I	41	\$ 45,344.29	3/20/2007	\$ 41,214.30	Closed
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 2	15	\$ 25,205.92	4/17/2007	\$ 23,273.53	Closed
2006-D19	Butch Rose	Hillcrest Heights	6	\$ 5,140.09	6/19/2007	\$ 4,636.74	Closed
2006-D19	Harold Slep & Jack McMurray	Villas at Andover - Polo Fields	104	\$ 76,522.72	8/7/2007	\$ 70,722.51	Closed
2006-D23	Jeff McKee	Settler's Ridge Phase II	7	\$ 18,822.89	11/6/2007	\$ 17,439.89	Closed
2008-D2	Butch Rose	Windridge Phase IV	40	\$ 92,202.29	4/15/2008	\$ 85,648.47	Closed
2007-D7	Jim Nottingham	Riverwatch	29	\$ 47,605.13	4/15/2008	\$ 44,680.99	Closed
2007-D26	George Hunt	Hunts Crossing Phase II	22	\$ 18,375.20	4/15/2008	\$ 16,883.63	Closed
2007-D16	Jerry Petzoldt	Old Island Phase II	59	\$ 118,027.86	5/6/2008	\$ 111,538.58	Closed
2007-D13	Rob McLean	Anchor Point	80	\$ 72,552.51	7/15/2008	\$ 66,603.46	Closed
2008-D1	Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$ 39,418.91	7/15/2008	\$ 31,518.06	Closed
2007-D13	Rob McClean	Anchor Point – Topsail Court (incl in Anchor Point	0	\$ 3,816.08	8/5/2008	\$ -	Closed
2008-D17	Rob McClean	Stapleton Dr Phase I	7	\$ 8,757.81	8/19/2008	\$ 8,203.18	Closed
-	Ken Bates	Chase Meadows Phase II (amt not paid)	87		8/19/2008	\$ -	Closed
2008-D21	Terry Orth	Autumn Woods Phase I	19	\$ 30,628.25	10/7/2008	\$ 28,588.47	Closed
2008-D10	Gary Alexander	Riverbend Phase I	15	\$ 32,767.17	2/3/2009	\$ 26,351.32	Closed
2009-D15	Terry Orth	Autumn Woods Phase II	51	\$ 97,091.46	9/1/2009	\$ 91,166.09	Closed
2010-D19	Edinburgh Group, LLC	Edinburgh Phase 2, Section 1A	6	\$ 2,852.48	2/2/2010	\$ 2,659.62	Closed
2009-D18	Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$ 34,049.03	3/16/2010	\$ 30,938.04	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2	6	\$ 11,976.02	11/16/2010	\$ 11,116.69	Closed
-	Gary Alexander	Riverbend - Epcon Phase II (tabled 1/10/11)	9		2/1/2011	\$ -	Closed
-	Jane Karst	Jane Karst Subdivision	4	\$ 4,100.78	9/20/2011	\$ 3,799.14	Closed
2010-D21	M & M Builders	Brookton Park Subdivision	7	\$ 2,145.88	9/20/2011	\$ 1,959.94	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2B	11	\$ 9,472.85	10/18/2011	\$ 8,770.02	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2C	14	\$ 20,128.29	4/3/2012	\$ 18,549.10	Closed
2012-D9	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2E	8	\$ 25,177.34	10/2/2012	\$ 23,403.87	Closed
2012-D10	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2F	9	\$ 19,382.60	5/7/2013	\$ 17,792.14	Closed
2012-D12	Edinburgh Group, LLC	Edinburgh Phase 4	17	\$ 65,033.97	7/24/2013	\$ 60,735.18	Closed
2008-D32	Vic Davis	The Summitt at Preston Park Ph. 3	20	\$ 79,327.82	12/3/2013	\$ 70,967.77	Closed
2014-D15	Edinburgh Group, LLC	Edinburgh Phase V	12	\$ 51,965.42	10/7/2014	\$ 48,501.91	Closed
2014-D24	Edinburgh Group, LLC	Edinburgh Phase VII	20	\$ 27,552.51	6/2/2015	\$ 25,162.11	Closed
2016-D2	Edinburgh Group, LLC	Edinburgh Phase 9	6	\$ 5,917.93	5/5/2016	\$ 5,386.74	Closed

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2016-D12	Edinburgh Group, LLC	Edinburgh South PH 2 (listed as PH1)	23	\$ 36,694.42	11/15/2016	\$ 33,722.81	Closed
2016-D7	Edinburgh Group, LLC	Edinburgh Phase 10	10	\$ 38,265.22	3/1/2017	\$ 34,953.21	Closed
2018-D3	Edinburgh Group, LLC	Edinburgh Phase 11	14	\$ 26,250.40	6/19/2018	\$ 23,984.14	Closed
2019-D5	Edinburgh Group, LLC	Edinburgh Phase 12	13	\$ 12,752.16	7/23/2019	\$ 11,619.92	Closed
2019-D18	Edinburgh Group, LLC	Gibson Springs PH1 (Edinburgh South PH3)	19	\$ 38,378.10	10/15/2019	\$ 35,631.30	Closed
2020-D19	Integrity Group	Miller Parke Phase 1	54	\$ 81,823.42	1/19/2020	\$ 73,989.19	Closed
2018-D17	School House, LLC	Cherokee Bend Phase 2	13	\$ 23,332.69	1/21/2020	\$ 21,177.45	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 2	24	\$ 28,924.56	5/5/2020	\$ 26,415.12	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 3	18	\$ 16,261.96	9/22/2020	\$ 14,851.10	Closed
2020-D23	Landstar, LLC	West Gate Phase 1	28	\$ 33,454.08	3/2/2021	\$ 30,551.67	Closed
2021-D1	Landstar, LLC	West Gate Phase 2	26	\$ 42,710.15	7/6/2021	\$ 39,026.03	Closed
2018-D10	Vic Davis	Frylee Court	40	\$ 39,320.60	8/10/2021	\$ 35,286.65	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 1	22	\$ 39,751.16	8/10/2021	\$ 35,885.38	Closed
2021-D21	HVP, LLC	Caymus Yards	28	\$ 15,844.63	8/22/2021	\$ 14,362.93	Closed
2021-D15	Landstar, LLC	West Gate Phase 3	23	\$ 49,433.21	9/17/2021	\$ 45,709.99	Closed
2021-D5	Edinburgh Group, LLC	Evarts Valley (formerly Edinburgh Ph 6)	50	\$ 88,826.99	11/2/2021	\$ 78,968.39	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 2	21	\$ 41,526.07	10/22/2021	\$ -	Open
2021-D7	Orth Construction	Hunts Crossing Phase 3	17	\$ 37,073.45	10/22/2021	\$ 33,742.02	Closed
2021-D22	Ken Bates	Magnolia Ridge Phase 1	41	\$ 110,747.35	12/21/2021	\$ 100,715.69	Closed
2021-D23	Integrity Building Group	Miller Parke Ph 3 (renamed to Ph 2)	40	\$ 58,858.82	1/18/2022	\$ -	Open
2021-D25	Carla Karst	Cox Valley (Birdwell Place)	58	\$ 153,830.48	4/19/2022	\$ 139,078.33	Closed
2021-D32	TS Designs (Todd Stevens)	St. Andrews Garth Phase 2	25	\$ 41,312.60	2/3/2023	\$ -	Open
2021-D22	Magnolia Ridge Development, LLC	Magnolia Ridge Phase 2	51	\$ 47,936.03	9/13/2023	\$ -	Open
2023-D23	Landstar, LLC	Riverbend Townhomes	45	\$ 48,558.97	3/4/2024		Open
2023-D28	JTB Construction	Lebanon Meadows	14	\$ 45,899.72	3/25/2024		Open

TOTAL

1,535 \$ 2,331,996.36

\$ 1,867,357.63