



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

**Tuesday, September 15, 2026 at 7:00 PM**

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

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

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Julie Byers

Alderman Calvin Clifton  
Alderman Richard Isaacs  
Alderman James Phillips

### **Leadership Team**

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

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

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

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

1. New Vision Youth

### **III. INVOCATION**

### **IV. ROLL CALL**

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

1. Keep Kingsport Beautiful Beautification Awards - Sharon Hayes

### **VI. COMMENT**

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

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

## **VII. APPROVAL OF MINUTES**

- [1.](#) August 31, 2026 - Work Session
- [2.](#) September 1, 2026 - Business Meeting

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

- [1.](#) Consideration of an Ordinance to Adopt the 2024 International Building, Fire and Related Codes, Property Maintenance Codes, & 2024 National Electric Code as Amended (AF-280-2026) (Jessica Harmon)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-275-2026) (Chris McCartt)

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

- [1.](#) Consideration of an Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Airport Parkway Annexation (AF-262-2026) (Sam Cooper)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-268-2026) (Chris McCartt)

## **X. OTHER BUSINESS**

- [1.](#) Consideration of a Resolution to Enter into a Professional Services Agreement with LJA Engineering, Inc. to Provide Engineering and Flow Monitoring Services for the Madd Branch Sewer Basin – Lincoln St (AF-245-2026) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Mutual Aid and Assistance Agreement for Participation in the Tennessee Water and Wastewater Agency Response Network (TNWARN) Program (Ryan McReynolds) (AF-278-2026)
- [3.](#) Consideration of a Resolution Authorizing the City to Enter into an Agreement with Tyler Technologies for Financial Information System (FIS) (AF-251-2026) (Travis Bishop)
- [4.](#) Consideration of a Resolution Authorizing the City to Enter into an Agreement with UKG Kronos Systems, LLC for Human Capital Management (HCM) Pursuant to an Omnia Partners Cooperative Purchasing Agreement (AF-274-2026) (Tyra Copas)

- [5.](#) Consideration of a Resolution Authorizing the Municipal Technical Advisory Service (MTAS) to Recodify the Ordinances of the City of Kingsport, Tennessee (AF-282-2026) (Jessica Harmon)

## **XI. CONSENT AGENDA**

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

- [1.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for Approximately \$26,000 from the Department of Justice FY26 Edward Byrne Justice Assistance Grant (JAG) Program (AF-272-2026) (Chief Jason Bellamy)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute Signature Authority Allowing the Chief of Police or His Designee to Electronically Complete All Necessary Documents as Required by the Department of Justice, Bureau of Justice Assistance Grant (JAG) FY 2026 (AF-273-2026) (Chief Jason Bellamy)
- [3.](#) Consideration of a Resolution Approving the Renewal of the Niswonger Foundation Project-On-Track MOU and Authorizing the Mayor to Execute the MOU and All Documents (AF-279-2026) (David Frye)
- [4.](#) Consideration of a Resolution Approving a Community Development Block Grant (CDBG) Subrecipient Agreement with Kingsport Housing and Redevelopment Authority (KHRA) (AF-281-2026) (Jessica Harmon)
- [5.](#) Consideration of Resolution Authorizing the Submission of a Rural Health Access Modernization Program (RAMP) Grant for the Kingsport Dental Clinic (AF-283-2026) (Chris McCartt)

## **XII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

## **XIII. ADJOURN**



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 31, 2026 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Julie Byers

Alderman Calvin Clifton

Alderman Richard Isaacs

Alderman James Phillips

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

**II. ROLL CALL** by City Recorder/CFO Travis Bishop.

### **III. DISCUSSION ITEMS**

**1. Customer Information System Update** - Travis Bishop

Mr. Bishop presented this item and provided an update since the implementation of the new software back in April. He provided details on a recent billing issue that affected about 20% of the customer base and how staff have addressed this issue. There was some discussion as he answered questions from the board. IT Manager Floyd Bailey also provided further details regarding the calls processed by Grace AI.

**2. Public Art Policy** - Tyler Wicks

Mr. Wicks provided information on this item which is on the business meeting agenda tomorrow night. He pointed out there are guidelines within the code of ordinances, and they are relative only to items that are on public property. He discussed the process, criteria and timeline for a public art project to be approved. Discussion ensued.

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

City staff gave a summary for each item on the September 1, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.



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

**Monday, August 31, 2026, at 4:30 PM**

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

**X.1 Conduct Public Hearings and Consider Resolution and Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Airport Parkway Annexation (AF-262-2026)** Sam Cooper gave a presentation on this item, [pointing out this is a zero-cost annexation and will be combined with the adjacent 41-acre property. He stated this item is coming to the board in two parts due to a new state law. Mr. Cooper also pointed out the Planning Commission sent a positive recommendation with no feedback from the public.

**XII.4 Consideration of a Resolution to Adopt a Public Art Policy (AF-266-2026)**

**XII.5 Consideration of a Resolution to Adopt a Policy to Establish the Framework for the Financial Management, Billing Structure, and Operational Responsibilities of the City's Fleet Internal Service Fund (AF-260-2026)** The City Manager commended Travis Bishop for reevaluating and updating this policy. Mr. Bishop provided further details, stating it more formally documents what it is already in place.

The City Manager reviewed the swearing in process tomorrow night at the beginning of the meeting.

**V. ITEMS OF INTEREST**

**1. Projects Status Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:29 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, September 1, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Julie Byers

Alderman Calvin Clifton

Alderman Richard Isaacs

Alderman James Phillips

### **City Administration**

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder/CFO

Angie Marshall, City Clerk/Deputy City Recorder

**I. CALL TO ORDER** 7:00 pm by Mayor Paul Montgomery.

### **II. SWEARING IN OF ELECTED BOARD MEMBERS**

**1. Paul Montgomery as Mayor** - The Honorable S. Curt Rose

**Julie Byers as Alderman** - The Honorable S. Curt Rose

**Calvin Clifton as Alderman** - The Honorable S. Curt Rose

**Richard Isaacs as Alderman** - The Honorable S. Curt Rose

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

**IV. INVOCATION** led by Rev. Paul Becker, Pastor Emeritus, Concordia Lutheran Church

**V. ROLL CALL** by City Recorder/CFO Travis Bishop.

### **VI. SELECTION OF VICE MAYOR**

To appoint Darrell Duncan as the Vice-Mayor.

Motion made by Alderman Phillips, Seconded by Alderman Byers.

Passed: All present voting "aye."

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

**Tuesday, September 1, 2026 at 7:00 PM**

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

**VII. RECOGNITIONS AND PRESENTATIONS**

1. **Kingsport Fire Dept. Re-accreditation** - Mayor Montgomery

**VIII. COMMENT**

Mayor Montgomery invited citizens in attendance to speak. Tim Sanders congratulated the mayor and the newly elected aldermen and then commented in opposition on FLOCK cameras. Paul Becker also spoke in opposition of the cameras. There being no one else coming forward, the Mayor closed the public comment section. He also welcomed the newly elected board members and look forward to working with them.

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

Motion made by Alderman Baker, Seconded by Alderman Phillips.

Passed: All present voting "aye."

1. **August 17, 2026 - Work Session**
2. **August 18, 2026 - Business Meeting**

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

1. **Conduct Public Hearings and Consider Resolution and Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Airport Parkway Annexation (AF-262-2026)** (Sam Cooper)

Resolution:

Public Hearing: No one came forward.

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

**RESOLUTION NO. 2027-055** A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT OF THE OWNERS, ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 18TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE AIRPORT PARKWAY ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; TO ADOPT A PLAN OF SERVICES FOR THE AIRPORT PARKWAY ANNEXATION; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

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

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

Zoning Ordinance:

Public Hearing: No one came forward.

Motion made by Alderman Clifton, Seconded by Alderman Phillips.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG AIRPORT PARKWAY FROM COUNTY M-1, LIGHT MANUFACTURING DISTRICT, TO M-X, MIXED-USE DISTRICT, IN THE 18TH 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: All present voting "aye."

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-268-2026) (Chris McCartt)**

Motion made by Alderman Byers, Seconded by Alderman Baker.

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

Passed: All present voting "aye."

**XI. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- 1. Consideration of an Ordinance Setting Property Tax Rate for Property within the City of Kingsport, Sullivan County and within the City of Kingsport, Hawkins County (AF-239-2606) (Chris McCartt)**

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

**ORDINANCE NO. 7281** AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSPORT, SULLIVAN COUNTY AND THE CITY OF KINGSPORT, HAWKINS COUNTY WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE COUNTY PROPERTY ASSESSORS AND THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE FOR THE TAX YEAR 2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Alderman Byers, Alderman Clifton, Vice Mayor Duncan, Alderman Isaacs, Alderman Phillips, Mayor Montgomery

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-256-2026) (Chris McCartt)**

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Motion made by Alderman Clifton, Seconded by Alderman Phillips.

**ORDINANCE NO. 7282** AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE  
AMENDING THE 2026-2027 FISCAL YEAR BUDGET

Passed on second reading with a roll call vote: Alderman Baker, Alderman Byers, Alderman Clifton, Vice Mayor Duncan, Alderman Isaacs, Alderman Phillips, Mayor Montgomery

**XII. OTHER BUSINESS**

- 1. Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with Rembco Geotechnical Contractors, Inc for Remediation of a Sinkhole in the ROW of Olympian Way** (AF-270-2026) (Ryan McReynolds)

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

**RESOLUTION NO. 2027-056** A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE APPROVING AN EMERGENCY REPAIR CONTRACT WITH REMBCO GEOTECHNICAL CONTRACTORS, INC., FOR THE REMEDIATION OF A SINKHOLE IN THE RIGHT-OR-WAY OF OLYMPIAN WAY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye" except for Mayor Montgomery who abstained.

- 2. Consideration of a Resolution to Purchase Rock Salt for FY27 Utilizing the TN State Contract** (AF-271-2026) (Ryan McReynolds)

Motion made by Alderman Byers, Seconded by Alderman Isaacs.

**RESOLUTION NO. 2027-057** A RESOLUTION AUTHORIZING THE PURCHASE OF ROCK SALT FROM MORTON SALT, INC., UTILIZING TENNESSEE STATE CONTRACT NO.: 87297; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

- 3. Consideration of a Resolution to Purchase One (1) Global R4 Air Sweeper Utilizing Sourcewell Contract** (AF-243-2026) (Ryan McReynolds)

Motion made by Alderman Clifton, Seconded by Alderman Byers.

**RESOLUTION NO. 2027-058** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO JET-VAC EQUIPMENT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 062425-GEP FOR THE PURCHASE OF ONE GLOBAL R4 AIR SWEEPER FOR USE BY PUBLIC WORKS

Passed: All present voting "aye."

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

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- 4. Consideration of a Resolution to Adopt a Public Art Policy (AF-266-2026) (Michael T. Borders)**

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

**RESOLUTION NO. 2027-059** A RESOLUTION ADOPTING A PUBLIC ART POLICY FOR THE CITY OF KINGSPORT

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Adopt a Policy to Establish the Framework for the Financial Management, Billing Structure, and Operational Responsibilities of the City's Fleet Internal Service Fund (AF-260-2026) (Travis Bishop)**

Motion made by Alderman Baker, Seconded by Alderman Byers.

**RESOLUTION NO. 2027-060** A RESOLUTION ADOPTING THE CITY OF KINGSPORT FLEET INTERNAL SERVICE FUND FINANCIAL MANAGEMENT POLICY

Passed: All present voting "aye."

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

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

Passed as presented with a roll call vote: Alderman Baker, Alderman Byers, Alderman Clifton, Vice Mayor Duncan, Alderman Isaacs, Alderman Phillips, Mayor Montgomery

- 1. Consideration of a Resolution to Approve the Installation of Five Storm Drain Art Murals from the 9th Annual Storm Drain Art Contest (AF-265-2026) (Michael T. Borders)**

**RESOLUTION NO. 2027-061** A RESOLUTION APPROVING FIVE STORM DRAIN ART MURALS FOR THE 9TH ANNUAL STORM DRAIN ART CONTEST

- 2. Consideration of a Resolution Authorizing the Mayor to Sign the Renewal Agreement for American Red Cross LGIT and WSIT Training Academy for 2027-2030 (AF-199-2026) (Michael Borders)**

**RESOLUTION NO. 2027-062** A RESOLUTION APPROVING A LICENSING AGREEMENT WITH AMERICAN NATIONAL RED CROSS TO HOST AMERICAN RED CROSS INSTRUCTOR TRAINER ACADEMIES AT THE KINGSPORT AQUATIC CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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3. **Consideration of a Resolution to Abandon Existing Sanitary Sewer Easement and Create a New Sewer Easement on Same Property at 2020 Springfield Ave (AF-267-2026) (Ryan McReynolds)**

**RESOLUTION NO. 2027-063** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR THE MODIFICATION OF A SANITARY SEWER EASEMENT

### XIV.COMMUNICATIONS

1. **City Manager**

Mr. McCartt welcomed the new board members. He also commented on the mall development, highlighting the recently opened IMAX and the announcement today of Tiebreakers coming to the property. He pointed out they hope to be open by the time school is out. Mr. McCartt stated this will be catalyst for new growth and excited about what is on the horizon. He then asked CFO Travis Bishop to provide details on the following two items to be spread across the minutes.

2. **Report on Debt Obligation**

General Obligation Capital Outlay Note, Series 2026 for \$2,545,000.00.

3. **Certificates of Compliance**

Issued to Applicant Divek Patel for LALJI INC dba JB Market, 4065 Fort Henry Drive and SHUBH711 INC dba Discount Tobacco & Beer Mart, 2400 Fort Henry Drive.

4. **Mayor and Board Members**

Alderman Phillips welcomed the new board members stating he was looking forward to serving with them. He also acknowledged the work put in by the previous board members. He also commented on the opening of Tiebreakers, noting it would be the largest indoor entertainment venue in northeast Tennessee. Alderman Baker echoed comments regarding Tiebreakers, stating he has seen positive comments on social media. He congratulated the newly elected aldermen and the Fire Department on their accreditation. Alderman Clifton stated it was surreal to be sitting on the board and it's an honor to serve, remarking it was an exciting time for Kingsport, and he was proud to be part of it. Alderman Isaacs stated it was an honor to serve the City of Kingsport, and he is thankful to be in this role. He further stated it's a good time to come on the board with all the good things happening and thanked staff for helping him out, noting the best days are still ahead. Alderman Byers remarked she was honored to be sitting on the board and thankful to the community. She commented on the mall and commented she was excited about it and glad to be a part of it. Vice Mayor Duncan stated he was humbled to be

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

selected as Vice Mayor again and will uphold the role to the best of his ability. He recognized Gary Stidham in attendance and offered congratulations to the new board. The Vice Mayor pointed out that Tiebreakers will employ 100 people, and they are on a fast timeline to open. Mayor Montgomery echoed previous comments and shared excitement for the growth at the mall. He recognized Tim Sanders and thanked him for running a good race.

**XV. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:00 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor





## AGENDA ACTION FORM

### **Consideration of an Ordinance to Adopt the 2024 International Building, Fire and Related Codes, Property Maintenance Codes, & 2024 National Electric Code as Amended**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-280-2026

Work Session: September 14, 2026

First Reading: September 15, 2026

Final Adoption: October 6, 2026

Staff Work By: Keith Bruner

Presentation By: Jessica Harmon

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

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#### **Recommendation:**

Approve the Ordinance

#### **Executive Summary:**

If approved, this ordinance would adopt, as amended, new building, fire, accessibility and property maintenance codes for the City of Kingsport.

The Building Department operates as an exempt jurisdiction, meaning that we adopt and enforce our own building construction and fire safety codes as well as other statutory requirements. The International Code Council (ICC) is working to release the 2027 Codes. The City of Kingsport currently has the 2018 ICC codes adopted, however, T.C.A. 68-120-101 states that a local government's building construction safety code publications must be within seven (7) years of the date of the latest editions published. With the release of the 2027 codes, the city must adopt new building construction and fire safety codes.

Building Officials from around the region have been working over the past year to comb through the 2024 ICC Codes to formulate a cohesive approach to code adoption. The goal of this combined effort was to have a nearly uniform set of requirements for our contractors to utilize in each jurisdiction. There are some jurisdictional requirements that are minor differences, but the bulk of the code will remain the same. The Building Officials came together and made a presentation to the Kingsport Area Homebuilders Association in August to go over the proposed changes and answer questions.

State law requires that exempt jurisdictions can adopt codes that are more stringent than the states, but not less stringent. The Building Officials worked very hard to keep the codes as consistent as possible with the currently adopted codes. The significant changes are outlined in supplemental information

The ordinance will become effective November 1, 2026, for permit tracking purposes.

#### **Attachments:**

1. Ordinance
2. Ordinance with Track Changes
3. Supplemental Information

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

AN ORDINANCE AMENDING VARIOUS ARTICLES, DIVISIONS, AND SECTIONS OF CHAPTER 22 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATING TO THE ADOPTION BY REFERENCE OF VARIOUS INTERNATIONAL CODES PERTAINING TO PROPERTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Division 3 of Article II, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby deleted in its entirety and those sections reserved.

SECTION II. That Article III, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

ARTICLE III. BUILDING CODE

Sec. 22-96. Codes adopted by reference.

(a) Building Code. The provisions of the International Building Code, 2024 edition, including appendices B, C, J, and K, published by the International Code Council, are hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Building Code, 2024 edition is hereby amended as follows:

Section 101.1 is amended by deleting the phrase [NAME OF JURISDICTION] and lieu thereof substituting City of Kingsport.

Section 103.1 is amended by deleting the phrase [INSERT NAME OF DEPARTMENT] and in lieu thereof substituting Building Department.

Section 104 is amended by adding a new section to read " 104.2.4.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

Section 105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

Section 202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the IRC, however, if a sprinkler system is installed it shall meet the requirements of these sections."

Section 423: Storm Shelters – is amended by deleting the section in its entirety.

Section 3001 is amended by adding a new section to read "3001.1.1 Permitting and inspections. Any elevator regulated by the State of Tennessee must be inspected and comply with all applicable State regulations. In any instance where this code conflicts with State Law, State Law shall prevail."

Section 3301.1 pertaining to the scope is amended by adding the following language at the end of the section "The provisions of this chapter shall not apply when in conflict with the Tennessee Occupational Safety and Health Act (TOSHA) or other applicable local, State or Federal requirements affecting safeguards during construction."

(b) Existing Buildings Code. The provisions of the International Existing Buildings Code, 2024 edition, including appendix E, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Existing Buildings Code, 2024 edition is hereby amended as follows:

(1) Section 101.1 is amended by deleting the phrase [NAME OF JURISDICTION] and in lieu thereof substituting City of Kingsport.

Section 103.1: is amended by deleting the phrase [INSERT NAME OF DEPARTMENT] and in lieu thereof substituting Building Department.

Sections 112.1 through 112.3 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code shall be an issue by creating a board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Existing Buildings Code, 2024 edition.

Section 112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rule legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive the requirements of this code.

Sections 112.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

(c) Property Maintenance Code. The provisions of the International Property Maintenance Code, 2024 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Property Maintenance Code, 2024 edition is hereby amended as follows:

(1) Section 101.1 pertaining to title is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."

(2) Section 103.1 pertaining to general is amended by deleting the phrase "department of property maintenance" and all such references in the code and in lieu thereof substituting the phrase "building department, sometimes referenced as the building and codes division."

(3) Section 106 pertaining to means of appeal, including all subsections, is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following:

"106.1 Right to appeal. Any person directly affected by a decision of the building official or a notice or order issued under this code shall have the right to appeal to the city manager, or designee, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Appeals of notice and orders (other than Imminent Danger notices) shall stay the

enforcement of the notice and order until the appeal is heard by the city manager or designee. A hearing will be held before the city manager or designee at a time and place therein fixed not less than ten days or more than thirty days after receipt of the application for appeal. The appellant and the city shall have the right to appear and in person or by counsel and give testimony under oath at the place and time fixed in the notice of the hearing. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the city manager or designee.

106.2 Decision in writing. The decision of the city manager or designee shall be made in writing within ten business days following the hearing and a copy shall be furnished to the appellant and to the code official.

106.3 Enforcement. The building official shall take immediate action in accordance with the decision of the city manager or designee.

106.4 Appeal of decision of city manager or designee. Any aggrieved party may appeal the decision of the city manager or designee to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101. Any decision of the city manager or designee will be effective during appeal unless otherwise stayed by a court of competent jurisdiction."

(4) Section 302.4 pertaining to weeds is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following: All premises and exterior property shall be maintained free from grass, weeds or uncultivated vegetation in accordance with Sections 106-49 through 106-54 of the Kingsport City Code.

(5) Section 302.8 pertaining to motor vehicles is deleted in its entirety.

(6) Section 304.14 pertaining to insect screens is deleted in its entirety.

(7) Section 602.3 pertaining to heat supply is amended by deleting the phrase "during the period from [DATE] to [DATE]."

(8) Section 602.4 pertaining to occupiable work spaces is amended by deleting the phrase "from [DATE] to [DATE]."

(9) Section 303.2 Enclosures. Is amended by replacing 24 inches (610 mm) with 36 inches (915 mm) to align with the definition of swimming pools pursuant to TCA 68-14-802.

(d) Energy Conservation Code. The provisions of the International Energy Conservation Code, 2024 edition COMMERCIAL PROVISIONS ONLY, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Energy Conservation Code, 2018 edition is hereby amended as follows:

1) One & Two Family dwellings as well as Townhouses shall meet the energy code requirements of the 2024 IRC Chapter 11 energy requirements as amended. The R column in Table C402.1.3 4 except Marine shall apply only to residential occupancies other than one & two family dwellings or townhouses.

2) To the extent the 2024 edition of the International Energy Conservation Code contains residential standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of 30 or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.

3) Section C101.1 is amended by deleting the phrase [NAME OF JURISDICTION] and in lieu thereof substituting City of Kingsport..

(4) Section C103.1 Creation of enforcement agency is amended by deleting the phrase [INSERT NAME OF DEPARTMENT] and in lieu thereof substituting Building Department.

(5) Section C109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the

International Building Code, 2024 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2024 edition."

( 6) Section R109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2024 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2024 edition."

(e) Residential Code. The provisions of the International Residential Code, 2024 edition, including appendix BB, BC, BD, BE, & BO for one- and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Residential Code, 2024 edition is hereby amended as follows:

(1) Chapter 1 Administration:

(a) Section R101.1 is amended by deleting the phrase [NAME OF JURISDICTION] and lieu thereof substituting City of Kingsport.

(b) Section R103.1 is amended by deleting the phrase [INSERT NAME OF DEPARTMENT] and in lieu thereof substituting Building Department.

(c) Section R104.2.3.1 Flood Hazard Areas is amended to read " All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

(d) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "1. 200 square feet" and in lieu thereof substituting the phrase "120 square feet."

( e) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase 2."Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

(f) Section 105.5 Expiration is hereby amended by inserting after the last sentence in this section "Residential Demolition permits shall be valid for 30 days with one extension of 30 days if approved by the Building Official.

(g) Sections 112.1 through 112.4 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following: "Section 112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official related to the application and interpretation of this code shall be an issue by creating a board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Residential Code, 2024 edition.

(2) Definitions:

Section R202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R309 and Section P2904 of the International Residential Code, 2024 edition, however, if a sprinkler system is installed it shall meet the requirements of these sections."

(3) CHAPTER 3 Building Planning –

(a) Table 301.2 Climatic & Geographic Design Criteria – Insert the following information: Ground snow load -23, Wind Speed – 106 mph exposure B,

Topographic effects – NO, Special Wind Region – NO, Windborne debris zone – NO, Seismic design Category B, Weathering – Severe, Frost line Depth – 12", Termite – Moderate to Heavy, Ice Barrier Required – YES, Flood Hazards – as required per Kingsport Ordinances Section 114-251 through 114-297, delete footnote g in its entirety and insert "g. Flood Hazard areas shall be determined by the City of Kingsport.", Air Freezing Index – 265, Mean Annual Temp – 57.3

(b) Section 302.13 Fire Protection for Floors: Delete text in Exception 2 "or electric – powered heating.

(c) R302.3 Fire Resistance rating. -delete entire section and insert "two family dwellings (duplexes) shall have the same fire resistance separation rating as required for Townhouses in section R302.2.

(d) Pursuant to TCA 68-120-101(a)(8)(A), the sprinkler requirements in section R309 and section P2904 shall not be mandatory for one- and two-family dwellings, provided however, if a sprinkler system is installed it shall meet the requirements of section R309.2 and section P2904.

(4) Chapter 4 Foundations – R403.1 Footings -At end of paragraph in the last sentence add "Concrete footing shall be designed and constructed in accordance with the provisions of Section R403 or in accordance with ACI 332 "and have a minimum of 2 continuous runs of #4 rebar located at the bottom 1/3 of the footing."

(5) Chapter 5 Floors – R507. Exterior Decks. R507.1 Add at end of "Wood-framed decks shall be in accordance with this section "and the American Wood Council DCA-6 2015, the most stringent requirements shall apply."

(a) Table R507.4 Deck Post Height – Add NP to all 4x4 & 4x6 post columns.

(6) Chapter 11 [RE] Energy Conservation - Delete Chapter 11 in its entirety and replace it with the 2018 IRC Chapter 11 Energy Code requirements as adopted per Section 22-96.

1) Delete 2018 TABLE 1102.1.2 and insert 2009 TABLE N1102.1, DELETE 2018 Table 1102.1.4 and insert 2009 Table N1102.1.2

2) N1102.2.8 Slab-on-grade floors – Requirements shall be optional.

3) The testing requirements by section N1102.4.2.1 (Blower Door) and N1103.2.2 (Duct Blaster) shall be optional and replaced with visual inspection.

To the extent the 2024 edition of the International Residential Code contains energy code standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of 30 or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.

(7) Chapter 16 Duct Systems M1602.2 Return air openings. 7. Exceptions 1. Omit the word "only" after Kitchen. Add 4."Taking return air for heating or air-conditioning systems from a kitchen is not prohibited in a dwelling unit where the kitchen and living spaces are in a single room and the cooking appliance is electric and located not less than 5 feet (1524 mm) in any direction from the return air intake opening."

(8) Chapter 26 General Plumbing requirements. P2603.5.1 Sewer depth. Where [NUMBER] is stated insert 18 in both places.

Section 3005.2.2 Building Sewer – add at end of section "A minimum pipe size of 4" sewer is required on the outside of structures within 30" of sewer exiting said structure. A two way clean out shall be placed at the building drain and sewer junction as well as the private/city sewer junction."

(9) Part VIII Electrical – Delete chapters 34 through 43 in their entirety and insert "Electrical installations shall be in accordance with the 2023 National Electric Code as adopted."

(f) Accessibility Code. The provisions of the Chapter 11 of the International Building Code, 2024 edition, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and

revisions thereto shall remain on file in the office of the city recorder for public use, inspection, and examination.

SECTION III. That Section 22-121 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-121. Electrical code adopted by reference.

The provisions of the National Electrical Code 2023 edition published by the National Fire Protection Association, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The 2023 National Electric Code is hereby amended as follows:

Article 110.24 - Available Fault Current field marking shall be voluntary.

Article 210.8 (A) (5) is amended by stating –“Unfinished areas of basements”

Article 210.8 (F) \*Exception No. 2: Delete language “This exception shall expire September 1, 2026.”

Article 210.12 Arc-Fault Circuit-Interrupter Protection (B) Dwelling Units -add note “arc-fault interrupters (AFCIs) shall be optional for branch circuits dedicated to supplying refrigeration equipment.

Article 215.18 (A) Surge Protection Device – (1) shall be optional

Article 225.41 Emergency Disconnects – delete entire section

Article 225.42 Surge Protection - (1) Dwelling units shall be optional

Article 230.67 Surge Protection - (1) Dwelling units shall be optional

Article 230.2 Number of Services – Add sentence at the beginning “Only one electrical service shall be allowed for any parcel with a residential structure”

Article 270 (A) (1) Readily Accessible Location At the end of the sentence insert “but no more than 10’ of conductor length”

Article 230.85 Emergency Disconnects – Delete entire section

SECTION IV. That Section 22-148 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-148. Issuance of permit.

(a) Permits for electrical work shall be issued only by the Building Official, upon receipt of an application issued by the building official. No application for a permit shall be issued until the applicant therefor, if requested by the building official, submits detailed plans or drawings showing the work to be covered by the permit.

(b) No permit shall be issued for any work which does not or will not comply with this article or the provisions of any other applicable law or ordinance.

SECTION VI. That Section 22-152 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-152. Correction of unsafe conditions.

(a) If after inspection the electrical inspector finds that electrical wiring, devices, appliances and equipment which are within the scope of this article are in a dangerous or unsafe condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe condition within ten days or any longer period specified by the Building Official.

(b) Upon failure to comply with such notice, the Building Official is authorized to have electrical service discontinued until such repairs or changes are made.

(c) No fee shall be charged for an inspection made pursuant to this section.

SECTION VII. That Subdivision II of Division 3 of Article IV, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby deleted in its entirety and those sections reserved.

SECTION VIII. That Subdivision III of Division 3 of Article IV, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-222. Required; applicability to apprentices and helpers.

(a) No person shall practice the electrical trade without a license issued by the Building Official, except as provided in this section.

(b) An electrician's license shall entitle the holder thereof to engage in the practice of the electrical trade on a fulltime or part time basis and to perform actual electrical work as set out in the definition of electrical trade and electrician in section 22-177.

(c) It shall be unlawful for the holder of an electrician's license issued pursuant to this subdivision to allow any person who is not licensed as an electrician to do any actual electrical work, except that nothing in this article shall preclude any person from working as an apprentice or a helper under the direct supervision and direction of a licensed electrician.

(d) An electrician who is employed by an itinerant company, operating stage show, circus or similar form of entertainment need not obtain such a license, but shall purchase the required electrical permit and shall be subject to the instructions and approvals of the electrical inspector.

Sec. 22-223. Examination.

Except as otherwise provided in this section, every person who desires to practice the electrical trade in the city shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the electrical trade and a copy of either a LLE for work up to \$25,000 or a CE for work over \$25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Electrical Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

Sec. 22-224. Fee.

The annual fee for an electrician's license shall be set by resolution of the board of mayor and aldermen from time to time as the circumstances require.

Sec. 22-225. Bond.

(a) No person shall practice an electrical trade within the city until such person shall secure and present to the building official a licensing bond executed and issued by a surety company duly qualified and authorized to do business in the state, in a penal sum to be determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.

(b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such electrical contractor to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such electrician or any person in the employ of such electrician, while acting in the scope and course of his employment.

(c) The bond shall be so conditioned as to require electricians to comply with all sections of this article. In such bond, the electrician shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the scope and course of their employment.

(d) Nothing in this article shall be construed to relieve any electrician from giving bond as required by this section or other city ordinance.

Sec. 22-226. Issuance.



No electrician's license shall be issued by the Building Official without approval of all required documentation noted in section 22-223.

Sec. 22-227. Expiration term.

An electrician's license authorizing the holder to practice the electrical trade shall expire on December 31, unless sooner revoked or renewed.

Sec. 22-228. Display.

It shall be the duty of every licensed electrician to display his license at his place of business or to have evidence of such license on his person at all times on the job.

Sec. 22-229. Revocation.

Any license to practice the electrical trade within the city may be revoked by the Building Official after a hearing affording due process, for the following:

- (1) Failure to comply with any section of this article or any city ordinance governing the installation of electric wiring, electric appliances and electric equipment.
- (2) Permitting such work to be carried on in an unworkmanlike manner by those employed by him.
- (3) Using unqualified labor in performance of such work.
- (4) Permitting the work to be done in a hazardous or dangerous manner.
- (5) Incompetent work.
- (6) Obtaining a permit for an unlicensed person not in his employ.

SECTION IX. That Division 4 of Article IV, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby deleted in its entirety and those sections reserved.

SECTION X. That Section 22-284 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-284. Code adopted by reference.

The provisions of the International Fuel Gas Code, 2024 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Fuel Gas Code, 2018 edition is hereby amended as follows:

(1) Section 101.1 pertaining to title is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee." Section 103.1 pertaining to creation of agency is amended by deleting the phrase "insert name of department" and in lieu thereof substituting Kingsport Building and Code Enforcement

Sections 112.1 through 112.4 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

Section 112.1 Means of Appeal. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Fuel Gas Code, 2024 edition.

Section 112.2 Court Review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

Section 113.4 Violation penalties is hereby deleted in its entirety and in lieu thereof substituting the following: 113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions

of this code, shall be subject to penalties as prescribed by the general penalty provision of the Kingsport Code of Ordinances.

SECTION XI. That Section 22-305 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

22-305. Service connection permit.

Before the gas company shall make any opening or service connection in any street, sidewalk, alley or other public place to connect the applicant consumer to any gas main, a permit shall be obtained for such opening from the Building Official, upon receipt of an application therefor, issued by the public works director, to make such installation.

SECTION XII. That Subdivision II of Division 3 of Article V, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Subdivision II. License

Sec. 22-359. Required.

No person shall engage in work as a gasfitter without a license issued by the Building Official. The sections of this division are applicable to the installation of consumers' gas piping, gas appliances and related accessories from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories as set forth by the gas code adopted in this article and all acts supplemental and amendatory thereof.

Sec. 22-360. Examination of applicant.

Every person desiring to engage in work as a gasfitter who does not possess a valid gasfitting license shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the gas installation trade and a copy of either a LLP for work up to \$25,000 or a CMC for work over \$25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Gas Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

Sec. 22-361. Fee.

A person desiring a license to work at or engage in gasfitting shall pay such fee as set by resolution of the board of mayor and aldermen as may be established from time to time as circumstances require.

Sec. 22-362. Bond.

(a) A person shall not engage in or work at the installation, extension or alteration of a consumer's gas piping or gas appliances until such person shall secure and present to the building official a licensing bond executed and issued by a surety company qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require. If a person duly licensed as a gasfitter is also a duly licensed and bonded plumber who is licensed by the Building Department, one bond licensing gas work, as well as plumbing work shall be sufficient to fulfill this requirement.

(b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such gasfitter to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such gasfitter while acting in the scope and course of his employment.

(c) The bond shall be so conditioned as to require gasfitters to comply with all sections of this article. In such bond the gasfitter shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the course and scope of his employment.

(d) Nothing in this division shall be construed to relieve any gasfitter from giving bond as required by this section or other city ordinance.

Sec. 22-363. Issuance.

No gasfitter's license shall be issued by the Building Official without approval of all required documentation noted in section 22-360.

Sec. 22-364. Expiration.

A license to work as a gasfitter shall expire December 31 following the date of issuance unless sooner revoked.

Sec. 22-365. Display.

A person holding a license to do work as a gasfitter shall display his license at his place of business or shall have evidence of such license on his person at all times on the job.

Sec. 22-366. Revocation.

Any license to work as a gasfitter may be revoked by the Building Official, after a hearing affording due process, for the following:

- (1) Failure to comply with this article and all city ordinances governing the installation of gas-burning facilities and equipment in doing such work.
- (2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.
- (3) Allowing and using unqualified labor in the performance of such work.
- (4) Permitting the work to be done in a hazardous or dangerous manner.
- (5) Incompetent work.
- (6) Obtaining a permit for an unlicensed person to perform gasfitting work.

SECTION XIII. That Article VI, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

ARTICLE VI. MECHANICAL CODE

DIVISION 1. GENERALLY

Sec. 22-391. Code adopted by reference.

The provisions of the International Mechanical Code, 2024 edition, published by the International Code council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Mechanical Code, 2024 edition is hereby amended as follows:

- (1) Section 101.1 Title. is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."

Sections 112.1 through 112.4 and section 113 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 112.1 Board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Mechanical Code, 2024 edition.

Section 112.2 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

Section 114.4 Violation penalties is hereby deleted in its entirety and in lieu thereof substituting the following: 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by the general penalty provision of the Kingsport Code of Ordinances.

Section 306.2.4 Tracer wire- Delete "14 American Wire Gauge" and insert "18 American Wire Gauge".

## DIVISION 2. - PERMITS AND INSPECTIONS

Sec. 22-392. - Permit required.

No person shall connect any mechanical equipment or install appliances in new or existing systems, structures or premises or repair or add to any existing mechanical system without a mechanical permit issued by the building official.

Sec. 22-393. - Fees.

A person desiring a mechanical permit shall pay such fees as are established by the board of mayor and aldermen.

Sec. 22-394. - Imposition of additional charges by building official.

The building official is authorized to make additional charges in accordance with the established fee schedule on any job for which a mechanical permit has been issued to cover any addition to that particular job or for work knowingly or unknowingly left out of the application for a permit.

Sec. 22-395. - Issuance of permit.

The permit required in this division shall be issued only by the building official, upon receipt of an application issued by the building official. No application for a permit will be issued until the applicant therefore, if requested to do so by building official, submits detailed plans or drawings showing the work to be covered by the permit.

Sec. 22-396. - Inspections generally.

(a) It shall be unlawful to use or permit the use of a mechanical system in a building or structure, unless the required inspection has been made and approval has been granted.

(b) At least two inspections shall be made on each mechanical job:

(1) The first, when the work is roughed-in including ductwork, registers, refrigeration lines, or other work to be concealed; and

(2) The second, when the work is finished and all equipment set.

(c) On jobs where, due to size or type of construction, it would not be practical to have all mechanical equipment ready for inspection at one time, inspections shall be made as often as is necessary.

(d) It shall be unlawful to cover any mechanical supply piping, wiring, sprinkler piping, exhaust ducts or supply ducts until such work has been inspected and approved by the mechanical inspector

.

Sec. 22-397. - Right of entry for inspection.

The mechanical inspector shall have authority to enter any building or premises for the inspection of mechanical equipment at any time during reasonable working hours.

Sec. 22-398. - Correction of unsafe conditions.

(a) If after inspection the mechanical inspector finds that mechanical equipment or appliances, which are within the scope of this article, are in a dangerous or unsafe

condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe and sanitary condition within five days or any longer period as specified by the mechanical inspector.

(b) Upon failure to comply promptly with any notice or instruction from the mechanical inspector to correct unsafe conditions or faulty work, the building official shall have authority to request the power company to discontinue electrical service to the offender until such notice or instructions have been complied with, and the power company is authorized to take such action.

#### Sec. 22-399. - Appeals.

When a mechanical installation is condemned pursuant to this article or when a mechanical permit is denied, the person aggrieved may, within five days after receiving written notice from the building official, file a petition in writing, for review of the action of the mechanical inspector, with the city manager. Upon receipt of the petition, the city manager shall at once proceed to determine if the mechanical installation complies with this article and within three days shall make a decision in accordance with his findings.

### DIVISION 3. MECHANICAL EQUIPMENT INSTALLERS.

#### Sec. 22-400. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Apprentice* means a person working under the direction and supervision of a licensed mechanical installer for the purpose of learning the mechanical trade.

*Helper* means a person employed by a mechanical installer to perform tasks which do not constitute actual mechanical work or the practice of the mechanical trade as defined in this section.

*Mechanical Installer.*

(1) The term "mechanical installer" applies to all persons engaged in the mechanical trade on a fulltime or parttime basis to install, maintain, repair or replace mechanical equipment or mechanical systems and as activities otherwise defined as practicing the mechanical trade. The term "mechanical installer," for purposes of this article, shall also apply to persons on the maintenance staff of a hospital or similar institution, theater, office building, hotel, motel, tourist facility or court, apartment complex and a person in the employ of or a person who operates or maintains any single-family or multifamily residential structure which is used, in whole or in part, by subdivision into separate apartments or rooms of any nature whatsoever for the purpose of being leased, rented or otherwise made available to the public for occupancy, which requires the person to do more than maintain or repair existing mechanical equipment or mechanical systems and fixtures within the buildings on an in-house basis.

(2) The term "*mechanical installer*" does not apply to:

(a) A person who performs minor repairs such as the repair or replacement of diffusers, duct line replacement, fuses, or refrigerant;

(b) Persons who are under the control of a federal regulatory body or authority granted by the state or to any person in the employ of a manufacturing or industrial plant for the purpose of performing repair, manufacturing and maintenance work on the premises occupied by the manufacturing or industrial plant and installation work on premises occupied only by the manufacturing or industrial plant; however, this exception does not apply, if mechanical work is done outside the main plant area by an independent contractor; such work shall be performed only by a duly licensed mechanical contractor and mechanical installer after having obtained the necessary license and payment of the required license and permit fees to the city for such work.

*Mechanical trade.*

(1) The term "mechanical trade" means the installation, repair or maintenance of piping, mechanical HVAC equipment, duct lines, commercial kitchen hoods, fire sprinklers, fire alarm systems, refrigeration equipment, paint booths, boilers and other equipment involved in the creating conditioned space, commercial kitchen exhaust, or other mechanical equipment in a building as set out in the definition of mechanical installer as provided in this section.

(2) The term "mechanical trade" does not include such work by persons excluded from the definition of mechanical installer nor does it involve minor repairs, such as the repair or replacement of diffusers, duct lines, or fuses or replacement of refrigerant.

Sec. 22-401. - Responsibility for work.

Every mechanical installer shall be responsible for all mechanical work performed by his employees while acting within the course and scope of their employment for mechanical work within the scope of this article.

Sec. 22-402. - Use of licensed mechanical trade person; responsibility for compliance with standards.

Mechanical installers shall use only licensed mechanical trade persons in the practice of the mechanical trade, except as otherwise provided in this article, and shall be responsible for ensuring that all work is performed in a safe and workmanlike manner and up to the standards of this type of work and shall see that all work is performed in accordance with the applicable codes as adopted by the city.

Sec. 22-403. Required.

No person shall engage in work as a mechanical equipment installer without a license issued by the Building Official. The sections of this division are applicable to the installation of consumers' HVAC equipment and the installation and operation of residential and commercial mechanical systems and related accessories as set forth by the Mechanical code adopted in this article and all acts supplemental and amendatory thereof.

Sec. 22-404. Examination of applicant.

Every person desiring to engage in work as a Mechanical equipment Installer who does not possess a valid mechanical license shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the gas installation trade and a copy of either a LLM (or home improvement until such time the state issues LLM) for work up to \$25,000 or a CMC for work over \$25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Mechanical Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

Sec. 22-405. Fee.

A person desiring a license to work at or engage in mechanical work shall pay such fee as set by resolution of the board of mayor and aldermen as may be established from time to time as circumstances require.

Sec. 22-406. Bond.

(a) A person shall not engage in or work at the installation, extension or alteration of a consumer's HVAC or mechanical equipment until such person shall secure and present to the building official a licensing bond executed and issued by a surety company qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.

(b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such mechanical equipment installer to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such mechanical equipment installer while acting in the scope and course of his employment.

(c) The bond shall be so conditioned as to require mechanical equipment installers to comply with all sections of this article. In such bond the mechanical equipment installer shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the course and scope of his employment.

(d) Nothing in this division shall be construed to relieve any mechanical equipment installer from giving bond as required by this section or other city ordinance.

Sec. 22-407. Issuance.

No Mechanical license shall be issued by the Building Official without approval of all required documentation noted in section 22-360.

Sec. 22-408. Expiration.

A license to work as a mechanical equipment installer shall expire December 31 following the date of issuance unless sooner revoked.

Sec. 22-409. Display.

A person holding a license to do work as a mechanical equipment installer shall display his license at his place of business or shall have evidence of such license on his person at all times on the job.

Sec. 22-410. Revocation.

Any license to work as a mechanical equipment installer may be revoked by the Building Official, after a hearing affording due process, for the following:

- (1) Failure to comply with this article and all city ordinances governing the installation of HVAC and mechanical equipment in doing such work.
- (2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.
- (3) Allowing and using unqualified labor in the performance of such work.
- (4) Permitting the work to be done in a hazardous or dangerous manner.
- (5) Incompetent work.
- (6) Obtaining a permit for an unlicensed person to perform mechanical work.

Sec. 22-411. Installation or maintenance by homeowner.

Nothing in this article or any code adopted by reference in this article shall prevent any homeowner from installing or maintaining mechanical systems within his own property boundaries, providing such mechanical work is done by himself and is used exclusively by him or his family. Such privilege does not convey the right to violate any of the sections of this article or any code adopted by reference in this article nor is it to be construed as exempting any such property owner from obtaining a mechanical permit and paying the required fees therefore.

SECTION XIV. That Article VII, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

DIVISION 1. GENERALLY

Sec. 22- 412. Code adopted by reference.

The provisions of International Plumbing Code, 2024 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain

on file in the office of the city recorder for public use, inspection and examination. The International Plumbing Code, 2024 edition is hereby amended as follows:

(1) Section 101.1 Title. is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."

Sections 112 through 113 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

Section 112 Means of Appeals & Section 113 Board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Plumbing Code, 2024 edition.

Section 112.1 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

Section 114.4 Violation penalties is hereby deleted in its entirety and in lieu thereof substituting the following: 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by the general penalty provision of the Code of Ordinances.

Sec. 22- 413. Rules and regulations.

- (a) The building official is authorized to adopt rules and regulations to enforce this article.
- (b) No rule or regulation of the building official shall become effective until four weeks after notice of intention to adopt it shall have been given in a newspaper of general circulation and until a public hearing on the rule or regulation shall have been held. The public hearing shall not be necessary unless a request shall have been made for such hearing during the period of publication. Such rule must be drawn in its proposed form and shall be open to public inspection at the time the notice to adopt is published. Any rules may be amended or repealed by the same procedure prescribed for the adoption of new rules.
- (c) Rules adopted and promulgated as provided in this section shall have the same force and effect as the sections of this article.
- (d) In adopting rules for plumbing control, the building official shall embody in them the most approved methods and practices for safety of life and property.

Sec. 22- 414. Compliance required.

No plumbing shall be installed in a building or structure nor shall an alteration or extension of an existing plumbing system be made except in conformity with this article or any rules that may be adopted and promulgated by the building official.

Sec. 22- 415. Installation or maintenance by homeowner.

Nothing in this article or any code adopted by reference in this article shall prevent any homeowner from installing or maintaining plumbing within his own property boundaries, providing such plumbing work is done by himself and is used exclusively by him or his family. Such privilege does not convey the right to violate any of the sections of this article or any code adopted by reference in this article nor is it to be construed as exempting any such property owner from obtaining a plumbing permit and paying the required fees therefore.

Secs. 22- 416—22-441. Reserved.

## DIVISION 2. PERMITS AND INSPECTIONS

Sec. 22-442. Permit required.

No person shall connect any plumbing work with any sanitary or storm sewer, septic tank or sewage disposal system of any kind or install fixtures or appliances in new or existing



systems, structures or premises or repair or add to any existing plumbing without a plumbing permit issued by the Building Official.

Sec. 22-443. Fees.

A person desiring a plumbing permit shall pay such fees as are established by the board of mayor and aldermen.

Sec. 22-444. Imposition of additional charges by building official.

The building official is authorized to make additional charges in accordance with the established fee schedule on any job for which a plumbing permit has been issued to cover any addition to that particular job or for work knowingly or unknowingly left out of the application for a permit.

Sec. 22-445. Issuance of permit.

The permit required in this division shall be issued only by the Building Official, upon receipt of an application issued by the building official. No application for a permit will be issued until the applicant therefore, if requested to do so by building official, submits detailed plans or drawings showing the work to be covered by the permit.

Sec. 22-446. Inspections generally.

- (a) It shall be unlawful to use or permit the use of or to supply water service to a plumbing system in a building or structure, unless the required inspection has been made and approval has been granted.
- (b) At least two inspections shall be made on each plumbing job:
  - (1) The first, when the work is roughed-in and tested; and
  - (2) The second, when the work is finished and all fixtures set.
  - (3) On jobs where, due to size or type of construction, it would not be practical to have all plumbing ready for inspection at one time, inspections shall be made as often as is necessary.
- (c) It shall be unlawful to cover any plumbing, house drain or house sewer connection until such work has been inspected and approved by the plumbing inspector.

Sec. 22-447. Right of entry for inspection.

The plumbing inspector shall have authority to enter any building or premises for the inspection of plumbing at any time during reasonable working hours.

Sec. 22-448. Correction of unsafe conditions.

- (a) If after inspection the plumbing inspector or the health department finds that plumbing devices, equipment or appliances, which are within the scope of this article, are in a dangerous or unsafe condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe and sanitary condition within five days or any longer period as specified by the plumbing inspector or the health department.
- (b) Upon failure to comply promptly with any notice or instruction from the plumbing inspector or the health department to correct unsanitary conditions or faulty work, the building official, upon recommendation by the health department, shall have authority to request the city water department to discontinue water service to the offender until such notice or instructions have been complied with, and the water department is authorized to take such action.

Sec. 22-449. Appeals.

When a plumbing installation is condemned pursuant to this article or when a plumbing permit is denied, the person aggrieved may, within five days after receiving written notice from the building official, file a petition in writing, for review of the action of the plumbing inspector, with the city manager. Upon receipt of the petition, the city manager shall at once

proceed to determine if the plumbing installation complies with this article and within three days shall make a decision in accordance with his findings.

Secs. 22-450—22-466. Reserved.

### DIVISION 3. PLUMBERS

#### Subdivision I. In General

##### Sec. 22-467. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Apprentice* means a person working under the direction and supervision of a licensed plumber for the purpose of learning the plumbing trade.

*Helper* means a person employed by a plumber to perform tasks which do not constitute actual plumbing work or the practice of the plumbing trade as defined in this section.

*Plumber.*

(1) The term "plumber" applies to all persons engaged in the plumbing trade on a fulltime or parttime basis to install, maintain, repair or replace plumbing or plumbing systems and as activities otherwise defined as practicing the plumbing trade. The term "plumber," for purposes of this article, shall also apply to persons on the maintenance staff of a hospital or similar institution, theater, office building, hotel, motel, tourist facility or court, apartment complex and a person in the employ of or a person who operates or maintains any single-family or multifamily residential structure which is used, in whole or in part, by subdivision into separate apartments or rooms of any nature whatsoever for the purpose of being leased, rented or otherwise made available to the public for occupancy, which requires the person to do more than maintain or repair existing plumbing or plumbing systems and fixtures within the buildings on an in-house basis.

(2) The term "plumber" does not apply to:

- a. A person who performs minor repairs such as the repair or replacement of commodes or fixtures, faucets, water supply and drain lines under sinks and lavatories connecting a plumbing fixture or an appliance utilizing water with an installed existing plumbing system or the unclogging of sewer and septic lines;
- b. Employees of municipal plants or other public utilities organized for the purpose of constructing, maintaining and operating works for the supply, purification and distribution of water, sewer trunk lines and laterals; and
- c. Persons who are under the control of a federal regulatory body or authority granted by the state or to any person in the employ of a manufacturing or industrial plant for the purpose of performing repair, manufacturing and maintenance work on the premises occupied by the manufacturing or industrial plant and installation work on premises occupied only by the manufacturing or industrial plant; however, this exception does not apply, if plumbing work is done outside the main plant area by an independent contractor; such work shall be performed only by a duly licensed plumbing contractor and plumber after having obtained the necessary license and payment of the required license and permit fees to the city for such work.

*Plumbing trade.*

(1) The term "plumbing trade" means the installation, repair or maintenance of piping, fittings and fixtures involved in the distribution and use of water in a building as set out in the definition of plumber as provided in this section.

(2) The term "plumbing trade" does not include such work by persons excluded from the definition of plumber nor does it involve minor repairs, such as the repair or replacement of commodes or fixtures, faucets, water supply and drain lines under sinks and lavatories connecting a plumbing fixture or appliance utilizing water with an installed, existing plumbing system or the unclogging of sewer and septic lines.

Sec. 22-468. Responsibility for work.

Every plumber shall be responsible for all plumbing work performed by his employees while acting within the course and scope of their employment for plumbing work within the scope of this article.

Sec. 22-469. Use of licensed plumbers; responsibility for compliance with standards.

Plumbers shall use only licensed plumbers in the practice of the plumbing trade, except as otherwise provided in this article, and shall be responsible for ensuring that all work is performed in a safe and workmanlike manner and up to the standards of this type of work and shall see that all work is performed in accordance with the applicable codes as adopted by the city.

Secs. 22-470—22-491. Reserved.

Subdivision II. Licenses

Sec. 22-492. Required; applicability to apprentices and helpers.

(a) No person shall practice the plumbing trade without a license issued by the Building Official, except as provided in this section.

(b) A plumber's license shall entitle the holder thereof to engage in the practice of the plumbing trade on a fulltime or parttime basis and to perform actual plumbing work as set out in the definition of plumbing trade and plumber in section 22-467.

(c) It shall be unlawful for the holder of a plumber's license issued under this subdivision to allow any person who is not licensed as a plumber to do any actual plumbing work, except that nothing in this division shall preclude any person from working as an apprentice or a helper under the direct supervision and direction of a licensed plumber.

Sec. 22-493. Examination.

Every person desiring to engage in work as a Plumbing Installer who does not possess a valid plumbing license shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the plumbing/gas installation trade and a copy of a LLP for work up to \$25,000 or a CMC for work over \$25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Plumbing Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

Sec. 22-494. Fee.

The annual fee for a plumber's license shall be set by resolution of the board of mayor and aldermen from time to time as the circumstances require.

Sec. 22-495. Bond.

(a) No person shall practice the plumbing trade within the city until such person shall secure and present to the building official a licensing bond executed and issued by a surety company duly qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.

(b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such plumber to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such plumber, while acting in the scope and course of his employment.

(c) The bond shall be so conditioned as to require plumbers to comply with all sections of this article. In such bond, the plumber shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the scope and course of their employment.

(d) Nothing in this division shall be construed to relieve any plumber from giving bond as required by this section or other ordinance of the city.

Sec. 22-496. Issuance.

No Mechanical license shall be issued by the Building Official without approval of all required documentation noted in section 22-493.

Sec. 22-497. Expiration term.

A license to practice the plumbing trade shall expire December 31 unless sooner revoked or renewed.

Sec. 22-498. Display.

It shall be the duty of every licensed plumber to display his license at his place of business or have evidence of such license on his person at all times on the job.

Sec. 22-499. Revocation.

Any license to work as a licensed plumber may be revoked by the Building Official, after a hearing affording due process, for the following:

- (1) Failure to comply with any city ordinance governing the installation of plumbing fixtures and equipment.
- (2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.
- (3) Using unqualified labor in performance of such work.
- (4) Permitting the work to be done in a hazardous or dangerous manner.
- (5) Incompetent work.
- (6) Obtaining a permit for an unlicensed person not in his employ.

Secs. 22-500—22-521. Reserved.

SECTION XV. That Section 22-522 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows

Sec. 22-522. Swimming Pool Code. Code adopted by reference.

The provisions of the International Swimming Pool and Spa Code, 2024 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION XVI. That Section 42-46 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 42-46. Code adopted by reference.

(a) The provisions of International Fire Code, 2024 edition, to include appendices B, D, E, F, G, H, and I published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

(b) The fire official may utilize any of the codes, standards, manuals and recommended practices contained within the National Fire Codes as a guide and/or reference in the enforcement of fire protection and prevention provisions of the adopted codes.

SECTION XVII. That Section 42-48 of the Code of Ordinances, City of Kingsport, Tennessee, subsection (c) is amended and a new subsection (d) is added as follows:

(c)Section D107.1 is amended as follows:

D107.1 One- or two-family dwelling residential developments.

Developments of one- or two-family dwellings where the number of dwelling units exceeds 50 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1.Where there are more than 50 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

2. Where there are more than 50 dwelling units, the units may be accessed from a single public or private apparatus access road when the following conditions are met:

2.1 Fire hydrants must be placed in an alternating fashion on both sides of the road meeting the required hydrant spacing requirements.

2.2. Road shall be signed with No Parking signs as referenced in Section D103.6

2.3 Streets shall be constructed to the "Fire Apparatus Access Road" standard located in the Kingsport Minimum Subdivision Regulations.

3. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire official.

4. Developments of one-or two-family dwellings where the number of dwelling units exceeds 125 units shall be provided with two separate and approved fire apparatus access roads.

(d) 510.2 Emergency responder communications enhancement system in existing buildings is amended as follows:

Add to end of sentence as required by Chapter 11 for level 3 alterations only.

SECTION XVIII. That this ordinance shall take effect on November 1, 2026, the public welfare of the City of Kingsport, Tennessee requiring it.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

## Chapter 22 BUILDINGS AND BUILDING REGULATIONS<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 22-1. Fire districts.

- (a) The first fire district of the city shall include the area within the following boundaries:

Beginning at the intersection of the northerly right-of-way of Carolina, Clinchfield and Ohio Railway with the centerline of Clay Street; thence along the centerline of Clay Street north 38 degrees 20 minutes east 2,180.97 feet more or less, to the centerline of Sullivan Street; thence along the centerline of Sullivan Street south 37 degrees 13 minutes east 311.08 feet, more or less; thence at right angles and along the divisional line and the continuations thereof, between lots one and two of block 50, 232 feet more or less, to the centerline of Holston Street; thence along such centerline north 9 degrees 54 minutes west 45 feet more or less, to the intersection of such centerline with the centerline of a 15-foot alley; thence following the centerline of such alley in a general southeasterly direction 843 feet, more or less, crossing Broad Street to the centerline of Watauga Street; thence south 85 degrees 30 minutes east 30 feet, more or less, to its intersection with the centerline of another 15-foot alley; thence leaving Watauga Street and following the centerline of such alley south 18 degrees 59 minutes west 186 feet to an angle; thence still along the alley south 37 degrees 13 minutes east 238 feet, more or less, to the line of Charlemont Avenue; thence along the centerline of Charlemont Avenue south 18 degrees 59 minutes west 75 feet, more or less, to the intersection of such centerline with the centerline of Boone Street; thence south 77 degrees 23 minutes east 100 feet, more or less, to its intersection with the centerline of a 15-foot alley; thence along the centerline of such alley south 26 degrees 13 minutes east 1,480 feet to the intersection of such centerline with the centerline of Center Street; thence south 71 degrees 33 minutes west; thence following along the line of right-of-way north along the centerline of Center Street 535 feet, more or less, to the centerline of Wexler Street; thence along the centerline of Wexler Street south 38 degrees 2 minutes west 1,160 feet, more or less, to the northerly right-of-way of Carolina, Clinchfield and Ohio Railway; thence north 51 degrees 58 minutes west 2,177.35 feet, more or less, to an angle; thence along such line south 38 degrees 2 minutes west 30 feet, more or less, to an angle; thence still along such line north 51 degrees 58 minutes west 405 feet, more or less, to the point of beginning, containing 96 acres, more or less.

- (b) The second fire district shall include all the territory within the corporate limits except the territory within the first district, described in subsection (a) of this section.

(Code 1981, § 6-17; Code 1998, § 22-112)

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<sup>1</sup>State law reference(s)—Contractor Licensing Act of 1994, T.C.A. § 62-6-101 et seq.; power of municipality to adopt technical codes by reference, T.C.A. § 6-54-502; authority of municipality to adopt standardized codes by reference, T.C.A. § 6-54-119; power of municipality to regulate electricians and electrical work, T.C.A. § 6-54-104; structures unfit for occupation and use, T.C.A. § 13-21-101 et seq., building regulations generally, T.C.A. § 68-120-101 et seq.; minimum statewide construction safety standards, T.C.A. § 68-120-101; certification of local fire and building officials, T.C.A. § 68-120-113; municipal authority to license residential, commercial and accessory buildings and maintenance and alteration contractors, T.C.A. § 7-62-103; limitation on local licensing authority, T.C.A. § 7-62-104.

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**Sec. 22-2. Duties of officials regarding standard technical codes.**

In each of the standard technical codes adopted by reference in this chapter, when reference is made to the duties of a certain official named therein, the designated city official who has duties corresponding to that named official in such code shall be deemed to be the responsible official, insofar as enforcing the provisions of such code are concerned.

(Code 1981, § 6-1; Code 1998, § 22-1)

**Secs. 22-3—22-22. Reserved.**

***ARTICLE II. ADMINISTRATION***

***DIVISION 1. GENERALLY***

**Secs. 22-23—22-47. Reserved.**

***DIVISION 2. BUILDING OFFICIAL***

**Sec. 22-48. Position established.**

There is established the position of building official.

(Code 1981, § 2-83; Code 1998, § 22-51)

**Sec. 22-49. Duties.**

The building official shall be in charge of the building department and shall be charged with the enforcement of the various building codes and ordinances of the city. In addition, the building official shall be in charge of all public buildings, except as otherwise noted in the Charter or this Code, and shall have such other duties as are provided by ordinance or by the city manager.

(Code 1981, § 2-84; Code 1998, § 22-52)

**Sec. 22-50. Air pollution.**

The building official shall be the person in charge of all air pollution and air pollution related matters which require coordination with state and federal agencies.

(Code 1981, § 2-85; Code 1998, § 22-53)

**Secs. 22-51—22-73. Reserved.**

***~~DIVISION 3. MECHANICAL, PLUMBING AND GAS BOARD OF EXAMINERS DELETE~~***

**Sec. 22-74. Created. DELETE**

There is created a mechanical, plumbing and gas board of examiners.

(Code 1981, § 6-98; Code 1998, § 22-81)

**Sec. 22-75. Members' qualifications, terms of office, oath, compensation. DELETE**

- (a) The mechanical, plumbing and gas board of examiners shall consist of five members, three of whom are persons who, from special training or experience, would qualify as experts either in the field of natural gas, plumbing or heating. At least one of the three members shall be a person who, from special training and experience, shall qualify in the field of natural gas installation, and at least one of the three members shall be a person who, from special training and experience, shall be qualified in the field of plumbing. The third member shall be qualified by special training either in the field of natural gas, heating or plumbing. The other two members shall be the plumbing inspector and the building official.
- (b) The term of office for the members, other than the plumbing inspector and the building official, shall be for a period of two years or until their successors are appointed. The city manager shall appoint the other members of the board and their successors. Three members shall constitute a quorum of the board and shall have the power to act.
- (c) All members, before assuming their duties, shall subscribe to an oath before the city recorder to discharge their duties impartially to the best of their ability, without fear or favor.
- (d) The appointive members shall serve without compensation.

(Code 1981, § 6-99; Code 1998, § 22-82)

**Sec. 22-76. Officers; meetings. DELETE**

- (a) As soon as possible after its appointment, the mechanical, plumbing and gas board of examiners shall meet and organize by selecting a chairperson. The city building official shall be the secretary and shall designate the time and place for the examination of every applicant desiring to obtain a license to operate a natural gas, plumbing or heating business.
- (b) Meetings of the board shall be held not more often than once a month, unless a special meeting is requested by at least three members of the board, one of whom must be the secretary thereof, upon reasonable attempted notice to all members of the board.

(Code 1981, § 6-100; Code 1998, § 22-83)

**Secs. 22-77—22-95. Reserved.**

**ARTICLE III. BUILDING CODE**

**Sec. 22-96. Codes adopted by reference.**

- (a) ~~(a)~~ **Building Code.** The provisions of the International Building Code, 2018-2024 edition, including appendices B, C, J, and K, published by the International Code Council, are hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code

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and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Building Code, 2018-2024 edition is hereby amended as follows:

Section 101.1 [NAME OF JURISDICTION] insert City of Kingsport.

Section 103.1 Creation of enforcement agency. [INSERT NAME OF DEPARTMENT] insert Building Department

Section 104 is amending by adding a new section to read "~~104.10.2~~ 104.4.4.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

Section 105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

Section 202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the IRC, however, if a sprinkler system is installed it shall meet the requirements of these sections."

Section 423: Storm Shelters – The requirements of this section shall not be required.

Section 3301.1 pertaining to the scope is amended by adding the following language at the end of the section "The provisions of this chapter shall not apply when in conflict with the Tennessee Occupational Safety and Health Act (TOSHA) or other applicable local, State or Federal requirements affecting safeguards during construction."

Section 3001 is amended by adding a new section to read "3001.1.1 Permitting and inspections. Any elevator regulated by the State of Tennessee must be inspected and comply with all applicable State regulations. Any conflict between this code and State Law, State Law shall prevail."

- (b) **Existing Buildings Code.** The provisions of the International Existing Buildings Code, 2018-2024 edition including appendix E, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Existing Buildings Code, 2018-2024 edition is hereby amended as follows:

(1) Section 101.1 Title [NAME OF JURISDICTION] Insert CITY OF KINGSPORT

Section 103.1: Creation of Agency [INSERT NAME OF DEPARTMENT] Insert Building Department

Sections 112.1 through 112.3-4 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code shall be an issue by creating a board of appeals. The board of appeals as referenced in the International Building Code, 2018-2024 edition shall serve as the board of appeals for the International Existing Buildings Code, 2018-2024 edition.

Section 112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rule legally adopted thereunder have been incorrectly interpreted, the

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provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive the requirements of this code.

Sections 112.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

- (c) **Property Maintenance Code.** The provisions of the International Property Maintenance Code, ~~2018~~2024 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Property Maintenance Code, ~~2018~~2024 edition is hereby amended as follows:

- (1) Section 101.1 pertaining to title is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."
- (2) Section 103.1 pertaining to general is amended by deleting the phrase "department of property maintenance" and all such references in the code and in lieu thereof substituting the phrase "building department, sometimes referenced as the building and codes division."
- (3) ~~Section 103.5 pertaining to fees is amended by deleting the text in its entirety and in lieu thereof substituting the following: Fees for activities and services performed by the department in carrying out its responsibilities under this code shall be set by the board of mayor and aldermen. Delete addressed in section 104.1~~
- (4) Section ~~111-106~~ pertaining to means of appeal, including all subsections, is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following:

~~"111-106.1~~ Right to appeal. Any person directly affected by a decision of the building official or a notice or order issued under this code shall have the right to appeal to the city manager, or designee, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the city manager or designee. A hearing will be held before the city manager or designee at a time and place therein fixed not less than ten days or more than thirty days after receipt of the application for appeal. The appellant and the city shall have the right to appear and in person or by counsel and give testimony under oath at the place and time fixed in the notice of the hearing. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the city manager or designee.

~~111-2106.2~~ Decision in writing. The decision of the city manager or designee shall be made in writing within ten business days following the hearing and a copy shall be furnished to the appellant and to the code official.

~~111-3106.3~~ Enforcement. The building official shall take immediate action in accordance with the decision of the city manager or designee.

~~111-4 106.4~~ Appeal of decision of city manager or designee. Any aggrieved party may appeal the decision of the city manager or designee to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101. Any decision of the city manager or designee will be effective during appeal unless otherwise stayed by a court of competent jurisdiction."

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- (5) ~~Section 112.4 pertaining to failure to comply is amended by deleting the phrase "not less than [AMOUNT] dollars or more than [AMOUNT] dollars" and in lieu thereof substituting the phrase "up to fifty (50) dollars per day that the unauthorized work is continued."~~ Delete addressed in 108.4
- (6) Section 302.4 pertaining to weeds is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following: All premises and exterior property shall be maintained free from grass, weeds or uncultivated vegetation in accordance with Sections 106-49 through 106-54 of the Kingsport City Code.
- (7) Section 302.8 pertaining to motor vehicles is deleted in its entirety.
- (8) Section 304.14 pertaining to insect screens is ~~amended by deleting the phrase "During the period from [DATE] to [DATE]."~~ Deleted in its entirety.
- (9) Section 602.3 pertaining to heat supply is amended by deleting the phrase "from [DATE] to [DATE]."
- (10) Section 602.4 pertaining to occupiable work spaces is amended by deleting the phrase "from [DATE] to [DATE]."
- (11) Section 303.2 Enclosures. Is amended by replacing 24 inches (610 mm) with 36 inches (915 mm) to align with the definition of swimming pools pursuant to TCA 68-14-802
- (d) **Energy Conservation Code.** The provisions of the International Energy Conservation Code, 2024 edition COMMERCIAL PROVISIONS ONLY, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Energy Conservation Code, 2024 edition is hereby amended as follows:
- 1) One & Two Family dwellings as well as Townhouses shall meet the energy code requirements of the 2024 IRC Chapter 11 energy requirements as amended. The R column in Table C402.1.3 4 except Marine shall apply only to residential occupancies other than one & two family dwellings or townhouses.
- 2) To the extent the 2024 edition of the International Energy Conservation Code contains residential standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of 30 or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.
- (3) Section C101.1 Title {NAME OF JURISDICTION} Insert City of Kingsport.
- (4) Section C103.1 Creation of enforcement agency: {INSERT NAME OF DEPARTMENT} insert Building Department
- (2) 5) Section C109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, ~~2018-2024~~ edition shall serve as the Board of Appeals for the International Energy Conservation Code, ~~2018-2024~~ edition."
- (3) 6) Section R109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, ~~2018-2024~~ edition shall serve as the Board of Appeals for the International Energy Conservation Code, ~~2018-2024~~ edition."
- (e) **Residential Code.** The provisions of the International Residential Code, ~~2018-2024~~ edition, including appendix ~~F, Q, and J~~ BB, BC, BD, BE, & BO for one- and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city

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recorder for public use, inspection and examination. The International Residential Code, 2018-2024 edition is hereby amended as follows:

(1) Chapter 1 Administration:

(a) Section R101.1 & R103.1 Insert CITY OF KINGSPORT

- (1b) ~~Section R104.2.3.1 Flood Hazard Areas~~ is amended ~~by adding a new section to read "R104.10.2 to read "~~ All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."
- (2 c) ~~Section R105.2~~ pertaining to work exempt from permit is amended by deleting the phrase "1. 200 square feet" and in lieu thereof substituting the phrase "120 square feet."
- (3 d) ~~Section R105.2~~ pertaining to work exempt from permit is amended by deleting the phrase "2."Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."
- (e) ~~Section 105.5 Expiration -After the last sentence in this section insert "Residential Demolition permits shall be valid for 30 days with one extension of 30 days if approved by the Building Official.~~
- (f) ~~Sections 112.1 through 112.4 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:~~
- "Section 112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official related to the application and interpretation of this code shall be an issue by creating a board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Residential Code, 2024 edition.

(2) Definitions:

- (4a) ~~Section R202~~ pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of *TOWNHOUSE* in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section ~~R313.1-R309~~ and Section P2904 of the International Residential Code, 2018-2024 edition, however, if a sprinkler system is installed it shall meet the requirements of these sections."

(3) CHAPTER 3 Building Planning –

- (a) Table 301.2 Climatic & Geographic Design Criteria – Insert the following information: Ground snow load -23, Wind Speed – 106 mph exposure B, Topographic effects – NO, Special Wind Region – NO, Windborne debris zone – NO, Seismic design Category B, Weathering – Severe, Frost line Depth – 12", Termite – Moderate to Heavy, Ice Barrier Required – YES, Flood Hazards – as required per Kingsport Ordinances Section 114-251 through 114-297, delete footnote g in its entirety and insert "g. Flood Hazard areas shall be determined by the City of Kingsport.", Air Freezing Index – 265, Mean Annual Temp – 57.3
- (b) Section 302.13 Fire Protection for Floors: Delete text in Exception 2 "or electric – powered heating.
- (c) R302.3 Fire Resistance rating. -delete entire section and insert "two family dwellings (duplexes) shall have the same fire resistance separation rating as required for Townhouses in section R302.2.

(5.d)—Pursuant to TCA 68-120-101(a)(8)(A), the sprinkler requirements in section ~~R313.2~~ R309 and section P2904 shall not be mandatory for one- and two-family dwellings, provided however, if a sprinkler system is installed it shall meet the requirements of section ~~R313~~R309.2 and section P2904.

(4) Chapter 4 Foundations – R403.1 Footings -At end of paragraph in the last sentence add “Concrete footing shall be designed and constructed in accordance with the provisions of Section R403 or in accordance with ACI 332 “and have a minimum of 2 continuous runs of #4 rebar located at the bottom 1/3 of the footing.”

(5) Chapter 5 Floors – R507. Exterior Decks. R507.1 Add at end of “Wood-framed decks shall be in accordance with this section “and the American Wood Council DCA-6 2015, the most stringent requirements shall apply.”

(a) Table R507.4 Deck Post Height – Add NP to all 4x4 & 4x6 post columns.

(66) Chapter 11 [RE] Energy Conservation - Delete Chapter 11 in its entirety and replace it with the 2018 IRC Chapter 11 Energy Code requirements as adopted per Section 22-96.

1) Delete 2018 TABLE 1102.1.2 and insert 2009 TABLE N1102.1, DELETE 2018 Table 1102.1.4 and insert 2009 Table N1102.1.2

2) N1102.2.8 Slab-on-grade floors – Requirements shall be optional.

3) The testing requirements by section N1102.4.2.1 (Blower Door) and N1103.2.2 (Duct Blaster) shall be optional and replaced with visual inspection.

-To the extent the 2024 edition of the International Residential Code contains energy code standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of 30 or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.

(7) Chapter 16 Duct Systems M1602.2 Return air openings. 7. Exceptions 1. Omit the word “only” after Kitchen. Add 4.”Taking return air for heating or air-conditioning systems from a kitchen is not prohibited in a dwelling unit where the kitchen and living spaces are in a single room and the cooking appliance is electric and located not less than 5 feet (1524 mm) in any direction from the return air intake opening.”

(8) Chapter 26 General Plumbing requirements. P2603.5.1 Sewer depth. Where [NUMBER] is stated insert 18 in both places.

Section 3005.2.2 Building Sewer – add at end of section “A minimum pipe size of 4” sewer is required on the outside of structures within 30” of sewer exiting said structure. A two way clean out shall be placed at the building drain and sewer junction as well as the private/city sewer junction.”

(9) Part VIII Electrical – Delete chapters 34 through 43 in their entirety and insert “Electrical installations shall be in accordance with the 2023 National Electric Code as adopted.”

(f) **Accessibility Code.** The provisions of the Chapter 11 of the International Building Code, ~~2018~~ 2024 edition, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection, and examination.

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(Code 1981, § 6-16; Code 1998, § 22-111; Ord. No. 4295, § II, 11-5-1996; Ord. No. 4441, § 1, 10-7-1997; Ord. No. 4736, § I, 2-15-2000; Ord. No. 5435, § I, 8-1-2006; Ord. No. 6430, § I, 8-19-2014; Ord. No. 6559, § I, 4-5-2016; Ord. No. 6741, § I, 7-17-2018; Ord. No. 6783, § I, 2-19-2019; Ord. No. 7136, § I, 2-20-2024)

**Secs. 22-97—22-120. Reserved.**

## ***ARTICLE IV. ELECTRICITY<sup>2</sup>***

### ***DIVISION 1. GENERALLY***

#### **Sec. 22-121. Electrical code adopted by reference.**

The provisions of the National Electrical Code ~~2017~~ 2023 edition published by the National Fire Protection Association, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The 2023 National Electric Code is hereby amended as follows:

Article 110.24 - Available Fault Current field marking shall be voluntary.

Article 210.8 (A) (5) is amended by stating —“Unfinished areas of basements”

Article 210.8 (F) \*Exception No. 2: Delete language “This exception shall expire September 1, 2026.”

Article 210.12 Arc-Fault Circuit-Interrupter Protection (B) Dwelling Units -add note “arc-fault interrupters (AFCIs) shall be optional for branch circuits dedicated to supplying refrigeration equipment.

Article 215.18 (A) Surge Protection Device – (1) shall be optional

Article 225.41 Emergency Disconnects – delete entire section

Article 225.42 Surge Protection - (1) Dwelling units shall be optional

Article 230.67 Surge Protection - (1) Dwelling units shall be optional

Article 230.2 Number of Services – Add sentence at the beginning “Only one electrical service shall be allowed for any parcel with a residential structure”

Article 270 (A) (1) Readily Accessible Location At the end of the sentence insert “but no more than 10’ of conductor length”

Article 230.85 Emergency Disconnects – Delete entire section

<sup>2</sup>State law reference(s)—Power of municipality to regulate electricians and electrical work, T.C.A. § 6-54-104.

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(Code 1981, § 6-29; Code 1998, § 22-141; Ord. No. 4441, § 2, 10-7-1997; Ord. No. 4736, § II, 2-15-2000; Ord. No. 5435, § II, 8-1-2006; Ord. No. 6430, § II, 8-19-2014; Ord. No. 6741, § II, 7-17-2018; Ord. No. 6783, § II, 2-19-2019)

#### **Sec. 22-122. Applicability to homeowners.**

Nothing in this article or the electrical code adopted in section 22-121 shall prevent any homeowner from installing or maintaining electrical work within his own property boundaries, providing such electrical work is done by himself and is used exclusively by him or his family. Such privilege does not convey the right to violate any of the provisions of the electrical code or this article, nor is it to be construed as exempting any such property owner from obtaining a permit and paying the required fees ~~therefor~~ therefore.

(Code 1981, § 6-30; Code 1998, § 22-142)

#### **Sec. 22-123. Rules and regulations.**

- (a) The building official is authorized to adopt rules and regulations to enforce this article. No such rule or regulation shall become effective until four weeks after notice of intention to adopt it shall have been given in the newspaper of general circulation in the city and until a public hearing on the rule or regulation shall have been held. However, the public hearing shall not be necessary unless a request shall have been made for such hearing during the period of publication. Such rule must be drawn in its proposed form and shall be open to public inspection at the time the notice to adopt is published. Any rule may be amended or repealed by the same procedure prescribed for adoption of new rules.
- (b) Rules adopted and promulgated as provided in this section shall have the same force and effect as the sections of this article.
- (c) In adopting rules for electrical control, the building official shall embody in them the most approved methods and practices for safety of life and property.

(Code 1981, § 6-31; Code 1998, § 22-143)

#### **Secs. 22-124—22-144. Reserved.**

### *DIVISION 2. PERMITS AND INSPECTIONS*

#### **Sec. 22-145. Permit required.**

No person shall do any work which is within the scope of the electrical code adopted by section 22-121 without a permit issued by the recorder.

(Code 1981, § 6-39; Code 1998, § 22-171)

#### **Sec. 22-146. Permit fees.**

A person desiring an electrical permit shall pay such fees as are established by the board of mayor and aldermen.

(Code 1981, § 6-44; Code 1998, § 22-172)

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**Sec. 22-147. Imposition of additional permit charges by building official.**

The building official is authorized to make additional charges in accordance with the established fee schedule on any job for which an electrical permit has been issued, to cover any addition to that particular job or for work knowingly or unknowingly left out of the permit application.

(Code 1981, § 6-45; Code 1998, § 22-173)

**Sec. 22-148. Issuance of permit.**

- (a) Permits for electrical work shall be issued only by the [recorder Building Official](#), upon receipt of an application issued by the building official. No application for a permit shall be issued until the applicant therefor, if requested by the building official, submits detailed plans or drawings showing the work to be covered by the permit.
- (b) No permit shall be issued for any work which does not or will not comply with this article or the provisions of any other applicable law or ordinance.

(Code 1981, § 6-40; Code 1998, § 22-174)

**Sec. 22-149. Inspections and approvals required.**

It shall be unlawful to use or permit the use of or to supply current for electric wiring for light, heat or power in a building or structure, unless the required inspection has been made and approval has been granted.

(Code 1981, § 6-41; Code 1998, § 22-175)

**Sec. 22-150. Right of entry to make inspection.**

The electrical inspector shall have authority to enter any building or premises for the purpose of inspecting electrical work or appliances at any time during reasonable working hours.

(Code 1981, § 6-42; Code 1998, § 22-176)

**Sec. 22-151. Conduct of inspections.**

- (a) At least two inspections shall be made on each electrical job, the first when the work is roughed in (all connections made and soldered, not taped), and the second when the job is finished. On jobs where, due to the size or type of construction, it would not be practical to get all the wiring ready for inspection at one time, inspections shall be made as often as is necessary.
- (b) No work shall be covered until the proper inspections have been made and approval given. The contractor or the person responsible for any work covered before it is inspected and approved shall uncover such work at his own expense in order that proper inspection can be made.
- (c) No service equipment or wiring shall be installed in attics, lofts or upper floors unless there is a ladder or stairway furnished so that work will be accessible at the time a request for an inspection is made.

(Code 1981, § 6-43; Code 1998, § 22-177)



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**Sec. 22-152. Correction of unsafe conditions.**

- (a) If after inspection the electrical inspector finds that electrical wiring, devices, appliances and equipment which are within the scope of this article are in a dangerous or unsafe condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe condition within ten days or any longer period specified by the ~~electrical inspector~~ [Building Official](#).
- (b) Upon failure to comply with such notice, the ~~electrical inspector~~ [Building Official](#) is authorized to have electrical service discontinued until such repairs or changes are made.
- (c) No fee shall be charged for an inspection made pursuant to this section.

(Code 1981, § 6-46; Code 1998, § 22-178)

**Sec. 22-153. Temporary use of current before final approval of work.**

The building official in his discretion may grant temporary permission, for a reasonable time, to supply and use current in part of an electric installation before such installation has been fully completed and final approval granted.

(Code 1981, § 6-47; Code 1998, § 22-179)

**Sec. 22-154. Appeals.**

When the building official condemns all or a part of any electrical installation or denies an electrical permit, the person aggrieved may, within five days after receiving written notice from the building official, file a petition in writing for review of such action with the city manager. Upon receipt of the petition, the city manager shall at once proceed to determine if the installation or proposed installation complies with this article and within three days shall make a decision in accordance with his findings.

(Code 1981, § 6-48; Code 1998, § 22-180)

**Secs. 22-155—22-176. Reserved.**

*DIVISION 3. ELECTRICIANS*

**Subdivision I. In General**

**Sec. 22-177. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Apprentice* means a person working under the direction and supervision of a licensed electrician for the purpose of learning the electrical trade.

*Electrical trade.*

- 
- (1) The term "electrical trade" means the practical installation, maintenance and repair of electrical wiring or wiring systems as set out in the definition of electrician as provided in this section.
  - (2) The term "electrical trade" does not include:
    - a. Work by persons excluded from the definition of electrician;
    - b. The performance of minor repairs, such as the replacement of fuses, sockets, lamps, switches, outlet receptacles in installed electrical wiring systems;
    - c. The connection of electrical portable appliances to existing receptacles which have been permanently installed; or
    - d. Work involving the manufacture, test or repair of any electrical materials, devices, appliances or apparatus.

*Electrician.*

- (1) The term "electrician" applies to all persons engaged in the electrical trade on a fulltime or parttime basis to install, maintain, repair or replace electrical wiring or wiring systems. The term "electrician" shall apply to a person on the maintenance staff of any hospital or similar institution, commercial building, theater, office building, hotel, motel, tourist facility or court, apartment complex and shall also apply to a person in the employ of or a person who operates or maintains any single-family or multifamily residential structure which is used, in whole or in part, by subdivision into separate apartments or rooms of any nature whatsoever, for the purpose of being leased, rented or otherwise made available to the public for occupancy which requires such person to do more than maintain or repair existing electrical wire, wiring systems or maintain or replace electric appliances or electrical equipment within such buildings on an in-house basis.
- (2) The term "electrician" does not apply to a person who:
  - a. Sells, installs or maintains elevators, escalators or similar equipment or to employees of a municipal plant or other public utility organized for the purpose of constructing, maintaining and operating public works for the generation, supply, transmission and distribution of electricity; and
  - b. Is under the control of a federal regulatory body or authority granted by the state or to any person in the employ of a manufacturing or industrial plant for the purpose of performing repair, manufacturing and maintenance work on the premises occupied by such manufacturing or industrial plant, and installation work on premises occupied only by the manufacturing or industrial plant;

however, this exception does not apply if electrical work is done outside the main plant area by an independent contractor; such work shall be performed only by a duly licensed electrician after having obtained the necessary license and payment of the requisite license and permit fees to the city for such work.

*Helper* means a person employed by an electrician to perform tasks that do not constitute actual electrical work or the practice of the electrical trade as defined in this section.

(Code 1981, § 6-56; Code 1998, § 22-206)

## **Sec. 22-178. Responsibility for electrical work.**

Every electrician shall be responsible for all work performed by his employees while acting within the course and scope of their employment for all electrical work covered in this division.

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(Code 1981, § 6-69; Code 1998, § 22-207)

**Sec. 22-179. Use of only licensed electricians; responsibility for compliance with standards.**

Electricians shall use only licensed electricians in the performing of actual electrical work in the practice of the electrical trade, except as otherwise provided in this article, and shall be responsible for ensuring that all work is performed in a safe and workmanlike manner and up to the standard of this type of work and shall see that the work is performed in accordance with the provisions of applicable codes as adopted by the city.

(Code 1981, § 6-70; Code 1998, § 22-208)

**Secs. 22-180—22-196. Reserved.**

**Subdivision II. Delete entire section Electrical Board of Examiners**

**Sec. 22-197. Created. Delete**

There is created an electrical board of examiners.

(Code 1981, § 6-57; Code 1998, § 22-236)

**Sec. 22-198. Members' qualifications, terms, oath and compensation. Delete**

- (a) The electrical board of examiners shall consist of five members, three of whom are persons who, from special training or experience, would qualify as experts in the electric field and the other members being the electrical inspector and the building official.
- (b) The term of office for the board members, other than the electrical inspector and the city building official, shall be two years or until their successors are appointed. The city manager shall appoint the members of the board, other than the electrical inspector and the building official, and their successors. Three members of the board shall have the power to act.
- (c) All members of the board, before assuming their duties, shall subscribe to an oath before the city recorder to discharge their duties impartially to the best of their ability, without fear or favor.
- (d) The appointive members shall serve without compensation.

(Code 1981, § 6-58; Code 1998, § 22-237)

**Sec. 22-199. Officers; meetings. Delete**

- (a) As soon as possible after appointment, the electrical board of examiners shall meet and organize by selecting a chairperson. The building official shall be the secretary and shall designate the time and place for the examination of every applicant desiring to obtain a license to operate as an electrician within the city.
- (b) Meetings of the board shall be held once a month, unless a special meeting is requested by at least three members of the board, one of whom must be the secretary thereof, upon attempted reasonable notice to all members of the board.

(Code 1981, § 6-59; Code 1998, § 22-238)

**Secs. 22-200—22-221. Reserved.**

### **Subdivision ~~III~~ II. Licenses**

#### **Sec. 22-222. Required; applicability to apprentices and helpers.**

- (a) No person shall practice the electrical trade without a license issued by the ~~recorder~~Building Official, except as provided in this section.
- (b) An electrician's license shall entitle the holder thereof to engage in the practice of the electrical trade on a fulltime or part-time basis and to perform actual electrical work as set out in the definition of electrical trade and electrician in section 22-177.
- (c) It shall be unlawful for the holder of an electrician's license issued pursuant to this subdivision to allow any person who is not licensed as an electrician to do any actual electrical work, except that nothing in this article shall preclude any person from working as an apprentice or a helper under the direct supervision and direction of a licensed electrician.
- (d) An electrician who is employed by an itinerant company, operating stage show, circus or similar form of entertainment need not obtain such a license, but shall purchase the required electrical permit and shall be subject to the instructions and approvals of the electrical inspector.

(Code 1981, § 6-60; Code 1998, § 22-266)

#### **Sec. 22-223. Examination.**

Except as otherwise provided in this section, every person who desires to practice the electrical trade in the city shall ~~appear before the electrical board of examiners and be examined as to his qualifications and ability to perform such endeavors and be approved for a license. The electrician's examination may be oral, written or any combination thereof for applicants to demonstrate to the electrical board of examiners basic skills of the electrical trade. The fee for the examination shall be set by resolution of the board of mayor and aldermen from time to time, as circumstances require, in addition to the regular fee for the issuance of a license. However, nothing in this section shall require the reexamination of any person holding a valid electrical contractor's license issued by the electrical board of examiners prior to September 20, 1983. Every person desiring to practice the electrical trade shall be examined and required to conform to the requirements of this article. make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the electrical trade and a copy of either a LLE for work up to \$25,000 or a CE for work over \$25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Electrical Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.~~

(Code 1981, § 6-61; Code 1998, § 22-267)

#### **Sec. 22-224. Fee.**

The annual fee for an electrician's license shall be set by resolution of the board of mayor and aldermen from time to time as the circumstances require.

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(Code 1981, § 6-62; Code 1998, § 22-268)

**Sec. 22-225. Bond.**

- (a) No person shall practice an electrical trade within the city until such person shall secure and present to the building official a licensing bond executed and issued by a surety company duly qualified and authorized to do business in the state, in a penal sum to be determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.
- (b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such electrical contractor to comply with this article or who may be damaged by any negligence bond committed or imperfect or defective work done by such electrician or any person in the employ of such electrician, while acting in the scope and course of his employment.
- (c) The bond shall be so conditioned as to require electricians to comply with all sections of this article. In such bond, the electrician shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the scope and course of their employment.
- (d) Nothing in this article shall be construed to relieve any electrician from giving bond as required by this section or other city ordinance.

(Code 1981, § 6-68; Code 1998, § 22-269)

**Sec. 22-226. Issuance.**

No electrician's license shall be issued by the recorder without a certificate of approval from the electrical board of examiners. Such approvals for licenses shall be signed by the chairperson and the secretary of the electrical board of examiners. Building Official without approval of all required documentation noted in section 22-223.

(Code 1981, § 6-63; Code 1998, § 22-270)

**Sec. 22-227. Expiration term.**

An electrician's license authorizing the holder to practice the electrical trade shall expire on December 31, unless sooner revoked or renewed.

(Code 1981, § 6-64; Code 1998, § 22-271)

**Sec. 22-228. Display.**

It shall be the duty of every licensed electrician to display his license at his place of business or to have evidence of such license on his person at all times on the job.

(Code 1981, § 6-65; Code 1998, § 22-272)

**Sec. 22-229. Revocation.**

Any license to practice the electrical trade within the city may be revoked by the electrical board of examiners, Building Official after a hearing affording due process, for the following:

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- (1) Failure to comply with any section of this article or any city ordinance governing the installation of electric wiring, electric appliances and electric equipment.
  - (2) Permitting such work to be carried on in an unworkmanlike manner by those employed by him.
  - (3) Using unqualified labor in performance of such work.
  - (4) Permitting the work to be done in a hazardous or dangerous manner.
  - (5) Incompetent work.
  - (6) Obtaining a permit for an unlicensed person not in his employ.

(Code 1981, § 6-66; Code 1998, § 22-273)

**Secs. 22-230—22-251. Reserved.**

*DIVISION 4. ANTENNAS ?*

**Sec. 22-252. Compliance with article and electrical code required.**

All television and radio antennas or masts and their appurtenances erected in the city shall comply with the requirements of this division and the rules and regulations of article 810 of the electrical code adopted in section 22-121.

(Code 1981, § 6-78; Code 1998, § 22-301)

**Sec. 22-253. Permit.**

- (a) No person shall erect any television or radio antenna or mast or appurtenance thereto without a permit issued by the building official. A person desiring such a permit shall make application to the building official, setting forth detailed information regarding the location, type of antenna and material to be used, all of which shall conform to this article. The application shall be accompanied by a fee as determined by the board of mayor and aldermen.
- (b) When the application shows that the proposed work and equipment conform with this article, the building official shall issue a permit. Where the application fails to show conformity to this article, a permit shall be denied.

(Code 1981, § 6-79; Code 1998, § 22-302)

**Sec. 22-254. Noncomplying installations.**

It shall be unlawful for any person to maintain, use or have on his premises a television or radio antenna, mast or appurtenance thereto unless the antenna, mast or appurtenance shall conform to this article. When any television or radio antenna, mast or appurtenance thereto shall be found to be in violation of this article, the owner of such equipment shall be served with notice and shall be given 30 days to correct the conditions in order to conform to this article or to remove the equipment from the premises.

(Code 1981, § 6-80; Code 1998, § 22-303)

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**Sec. 22-255. Anchoring to chimney or flue.**

No television or radio antenna or mast shall be fastened to a chimney unless the antenna or mast has sufficient guy wires. Any fastening to a chimney or flue will be accepted only as a stabilizer for the base of the antenna or mast and not as a brace. Any anchorage to a chimney or flue shall be made by a steel band of No. 16-gauge metal one-inch-wide or by approved chimney clamp. The ends of such band shall be fastened by means of clamps or rivets. There shall be at least 150 pounds of masonry above the clamp, computed on a basis of six pounds per brick in place.

(Code 1981, § 6-81; Code 1998, § 22-304)

**Sec. 22-256. Safety wire.**

No television or radio antenna or mast shall be located where it will be in danger of falling on electrical distribution lines, unless a separate safety wire is attached to the crossarm of the antenna and is sufficiently anchored according to subsection 22-257(b).

(Code 1981, § 6-82; Code 1998, § 22-305)

**Sec. 22-257. Guy wires.**

- (a) Television or radio antennas or masts shall have at least three guy wires of No. 12-gauge or larger galvanized wire or six stranded clothesline wire.
- (b) All guy wires shall be anchored securely. If the anchors are fastened to the wood structure of the building, screw-type eyebolts at least 5/16-inch in diameter shall be embedded into solid wood at least three inches deep. All guy wires extended to the ground shall be fastened to 1¼-inch iron pipe driven at least three feet six inches into firm soil or clay or a four-inch by four-inch post of pressure treated wood driven three feet six inches into firm soil or clay. A plate of iron three-eighths-inch thick and with an area of at least one square foot having a one-half-inch diameter rod fastened to masonry shall be by means of two three-eighths-inch expansion bolts imbedded at least four inches into the masonry. Nails for fasteners or anchorage are prohibited. Guy wires shall be secured to anchors by served connections, served wrapped ends or wire clamps.

(Code 1981, § 6-83; Code 1998, § 22-306)

**Sec. 22-258. Restrictions for anchoring guy wires.**

- (a) Under this division, no anchorage for guy wires shall be made to a cornice or projection of any building, but the anchorage shall be made to substantial framing of the building.
- (b) No guy wires shall be fastened to any adjoining building without the written consent of the owner of the building or his agent and the occupant of the building.
- (c) No guy wires shall be placed in the path of regular travel of persons or placed in such manner as to form a trap for anyone.

(Code 1981, § 6-84; Code 1998, § 22-307)

**Sec. 22-259. Grounding.**

All television or radio antennas or masts shall be grounded by means of No. 6-gauge wire or larger clamped to a ground rod driven four feet into the earth or to cold water piping of the building within eight feet of the vertical line of the antennas or masts. If the conditions of the earth are such that no moisture is obtained at a four-foot depth, a hole shall be drilled or dug at least four feet deep and, after placing the grounding rod therein, the hole shall be filled with wet charcoal. All grounding conductors shall be run in as straight a line as practicable from the grounding electrode or rod. Lightning arrestors or lead-ins are not to be considered the grounding of the antennas or masts.

(Code 1981, § 6-85; Code 1998, § 22-308)

**Sec. 22-260. Lightning arrestors.**

Whenever polyethylene ribbon-type lead-in conductors are used, lightning arrestors shall be installed on each lead-in conductor. Lightning arrestors shall be grounded in the same manner as television antennas or masts.

(Code 1981, § 6-86; Code 1998, § 22-309)

**Secs. 22-261—22-283. Reserved.**

**ARTICLE V. GAS CODE**

**DIVISION 1. GENERALLY**

**Sec. 22-284. Code adopted by reference.**

The provisions of the International Fuel Gas Code, [2018-2024](#) edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Fuel Gas Code, 2018 edition is hereby amended as follows:

[\(1\) ~~\(1\)~~—Section 101.1 Title \[NAME OF JURISDICTION\] – insert \[CITY OF KINGSPORT\]](#)

[Section 103.1 Creation of Agency \[name of department\] – insert \[Kingsport Building & Code Enforcement\]](#)

Sections [109.2 112.1](#) through [109.7 112.4](#) pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"[Section 109.2 Section 112 Means of Appeal](#). Board of appeals. The board of appeals as referenced in the International Building Code, [2018-2024](#) edition shall serve as the board of appeals for the International Fuel Gas Code, [2018-2024](#) edition.

[Section 109.3](#) Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

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Section 113.4 Violation penalties is hereby deleted in its entirety and in lieu thereof substituting the following: 113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

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(Code 1981, § 6-112; Code 1998, § 22-336; Ord. No. 4441, § 3, 10-7-1997; Ord. No. 4736, § III, 2-15-2000; Ord. No. 5435, § III, 8-1-2006; Ord. No. 6430, § III, 8-19-2014; Ord. No. 6741, § III, 7-17-2018; Ord. No. 6783, § III, 2-19-2019)

**Secs. 22-285—22-301. Reserved.**

## *DIVISION 2. PERMITS AND INSPECTIONS*

### **Sec. 22-302. Permit required.**

No person shall do any work which is within the scope of the gas code adopted in section 22-284 without a permit issued by the building official.

(Code 1981, § 6-120; Code 1998, § 22-366)

### **Sec. 22-303. Action upon application for permit.**

The building official shall act upon an application for a gas permit with plans as filed or as amended without unreasonable or unnecessary delay.

(Code 1981, § 6-121; Code 1998, § 22-367)

### **Sec. 22-304. Effect of issuance of permit.**

A gas permit shall be construed as a license to proceed with the work and shall not be construed as authority to violate, cancel, alter or set aside the requirements of this article, nor shall such issuance of a permit prevent the building official from requiring the correction of errors in plans or in construction or of violations of the gas code.

(Code 1981, § 6-122; Code 1998, § 22-368)

### **Sec. 22-305. Service connection permit.**

Before the gas company shall make any opening or service connection in any street, sidewalk, alley or other public place to connect the applicant consumer to any gas main, a permit shall be obtained for such opening from the ~~city recorder~~ Building Official, upon receipt of an application therefor, issued by the public works director, to make such installation.

(Code 1981, § 6-131; Code 1998, § 22-369)

### **Sec. 22-306. Permit fees.**

A person desiring a gas permit shall pay such fees as are established by the board of mayor and aldermen.

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(Code 1981, § 6-123; Code 1998, § 22-370)

**Sec. 22-307. Permit revocation.**

The building official may revoke a permit issued under this division if there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit is based. In all such cases no fees shall be refunded.

(Code 1981, § 6-124; Code 1998, § 22-371)

**Sec. 22-308. Inspections required.**

All new gas installation work and such portions of existing systems as may be affected by new work or changes shall be inspected to ensure compliance with the requirements of this article and to ensure that the installation and construction of the gas system is in accordance with approved plans.

(Code 1981, § 6-125; Code 1998, § 22-372)

**Sec. 22-309. Installing agency to furnish equipment, materials, labor for tests.**

The installing agency shall be required under any permit issued in compliance with this article to furnish all necessary test equipment, materials, power and labor needed in making the inspection and in testing the safety of such installation, in accordance with good engineering practices in such field of work.

(Code 1981, § 6-126; Code 1998, § 22-373)

**Sec. 22-310. Notice for inspection.**

The installing agency shall give reasonable advance notice to the building official when gas installation work is ready for test or inspection. The installing agency shall make sure that the work will stand the test prescribed before giving such notice.

(Code 1981, § 6-127; Code 1998, § 22-374)

**Sec. 22-311. Final testing.**

The final test for each permit issued under this division shall be made after the gas has been turned into the system in accordance with the following procedure:

- (1) Before turning the gas into any piping system, all openings from which gas can escape shall be closed.
- (2) Immediately after turning the gas into any piping system, the gas company shall check and ascertain that no gas is escaping.
- (3) If the gas company finds that gas is escaping, it shall immediately shut off the gas and notify the building official, which notice, if requested, shall be in writing and shall direct the installing agency to prepare the system for further tightness tests. Thereafter, the procedure of final test shall be as provided in this section and in section 22-312.
- (4) If the gas company ascertains that the system is apparently gastight, it shall notify the building official in writing of such fact.

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(Code 1981, § 6-128; Code 1998, § 22-375)

**Sec. 22-312. Correction, retesting of disapproved work.**

If the building official finds that gas installation work will not pass the test required by section 22-311, the installing agency shall make the necessary corrections and the work shall then be resubmitted for reinspection.

(Code 1981, § 6-129; Code 1998, § 22-376)

**Sec. 22-313. Stop work orders.**

Upon notice from the building official that work on any gas installation is being done contrary to this article or in a dangerous or unsafe manner, such work shall be immediately stopped. The notice shall be in writing and shall be given to the owner of such property or to his agent or to the person doing the work and shall state the conditions under which work may be resumed. When an emergency exists, oral notice given by the building official shall be sufficient, but he shall confirm the notice in writing within a reasonable time thereafter.

(Code 1981, § 6-130; Code 1998, § 22-377)

**Sec. 22-314. Unauthorized connection to mains.**

It shall be unlawful for any person, other than a person authorized by the gas company, to make any opening or service connection in any street, alley or public place to connect consumers to a gas main of the company.

(Code 1981, § 6-132; Code 1998, § 22-378)

**Sec. 22-315. Turning on gas prior to inspection, approval of system.**

It shall be unlawful for the gas company to turn on the gas for the applicant consumer to the gas main or other source of supply and render gas service to such consumer by or through such connection, except for testing purposes made by the gas company, until such connection to the gas meter or source of supply, together with the consumer's entire system for the use and consumption of gas, has been first inspected, tested and approved and notice of approval has been given to the gas company by the building department.

(Code 1981, § 6-133; Code 1998, § 22-379)

**Secs. 22-316—22-333. Reserved.**

*DIVISION 3. GASFITTERS*

**Subdivision I. In General**

**Sec. 22-334. Responsibility for gas installation.**

A gasfitter engaged in the business of a gas installing agency shall be responsible for all work performed by licensed gasfitters in his employ pursuant to this division.

(Code 1981, § 6-150; Code 1998, § 22-406)

### Sec. 22-335. Responsibility of installing agency.

A gasfitter engaged in business as a gas installing agency shall use only licensed gasfitters to perform the work of gasfitting in the installation, replacement or repair of consumer gas piping or in the connection, installation, repair or serving of gas appliances and gas burning equipment and shall be responsible for seeing that such work is performed in a safe and workmanlike manner, up to the standards of this type of work, and shall see that the work is performed in accordance with the applicable codes adopted by the city.

(Code 1981, § 6-151; Code 1998, § 22-407)

### Secs. 22-336—22-358. Reserved.

## Subdivision II. License

### Sec. 22-359. Required.

No person shall engage in work as a gasfitter without a license issued by the ~~recorder~~[Building Official](#). The sections of this division are applicable to the installation of consumers' gas piping, gas appliances and related accessories from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories as set forth by the gas code adopted in this article and all acts supplemental and amendatory thereof.

(Code 1981, § 6-141; Code 1998, § 22-436)

### Sec. 22-360. Examination of applicant.

Every person desiring to engage in work as a gasfitter who does not possess a valid gasfitting license shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the gas installation trade and a copy of either a LLP for work up to \$25,000 or a CMC for work over \$25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Gas Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

~~appear before the mechanical, plumbing and gas board of examiners and be examined as to his qualifications and ability to engage in work as a gasfitter and shall be approved for a license. Such examination may be oral or written or any combination thereof for an applicant to demonstrate to the mechanical, plumbing and gas board of examiners basic skills as a gasfitter. The fee for the examination shall be set by resolution of the board of mayor and aldermen from time to time as the circumstances require; provided, however, that nothing in this section shall require the reexamination of any person holding a valid gas installing agency license heretofore issued by the mechanical, plumbing and gas board of examiners prior to September 20, 1983. All other persons desiring to engage in work as a gasfitter shall be examined and required to conform to the requirements of this article.~~

(Code 1981, § 6-142; Code 1998, § 22-437)

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**Sec. 22-361. Fee.**

A person desiring a license to work at or engage in gasfitting shall pay such fee as set by resolution of the board of mayor and aldermen as may be established from time to time as circumstances require.

(Code 1981, § 6-143; Code 1998, § 22-438)

**Sec. 22-362. Bond.**

- (a) A person shall not engage in or work at the installation, extension or alteration of a consumer's gas piping or gas appliances until such person shall secure and present to the building official a licensing bond executed and issued by a surety company qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require. If a person duly licensed as a gasfitter is also a duly licensed and bonded plumber who is licensed by the [mechanical, plumbing and gas board of examiners, Building Department](#), one bond licensing gas work, as well as plumbing work shall be sufficient to fulfill this requirement.
- (b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such gasfitter to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such gasfitter while acting in the scope and course of his employment.
- (c) The bond shall be so conditioned as to require gasfitters to comply with all sections of this article. In such bond the gasfitter shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the course and scope of his employment.
- (d) Nothing in this division shall be construed to relieve any gasfitter from giving bond as required by this section or other city ordinance.

(Code 1981, § 6-149; Code 1998, § 22-439)

**Sec. 22-363. Issuance.**

No gasfitter's license shall be issued by the [city recorder](#) - [Building Official without approval of all required documentation noted in section 22-360](#).

(Code 1981, § 6-144; Code 1998, § 22-440)

**Sec. 22-364. Expiration.**

A license to work as a gasfitter shall expire December 31 following the date of issuance unless sooner revoked.

(Code 1981, § 6-145; Code 1998, § 22-441)

**Sec. 22-365. Display.**

A person holding a license to do work as a gasfitter shall display his license at his place of business or shall have evidence of such license on his person at all times on the job.

(Code 1981, § 6-146; Code 1998, § 22-442)

## Sec. 22-366. Revocation.

Any license to work as a gasfitter may be revoked by the [mechanical, plumbing and gas board of examiners Building Official](#), after a hearing affording due process, for the following:

- (1) Failure to comply with this article and all city ordinances governing the installation of gas-burning facilities and equipment in doing such work.
- (2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.
- (3) Allowing and using unqualified labor in the performance of such work.
- (4) Permitting the work to be done in a hazardous or dangerous manner.
- (5) Incompetent work.
- (6) Obtaining a permit for an unlicensed person to perform gasfitting work.

(Code 1981, § 6-147; Code 1998, § 22-443)

## Secs. 22-367—22-390. Reserved.

# ARTICLE VI. MECHANICAL CODE

## Division 1. Generally

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## Sec. 22-391. Code adopted by reference.

The provisions of the International Mechanical Code, [2018-2024](#) edition, published by the International Code council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Mechanical Code, [2018-2024](#) edition is hereby amended as follows:

- (1) Sections [409-2112.1](#) through [409-7112.4](#) and [section 113](#) pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section [409-2112.1](#) Board of appeals. The board of appeals as referenced in the International Building Code, [2018-2024](#) edition shall serve as the board of appeals for the International Mechanical Code, [2018-2024](#) edition.

Section [409-3112.2](#) Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

[Section 113.4 Violation penalties](#) is hereby deleted in its entirety and in lieu thereof substituting the following: [113.4 Violation penalties](#). Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

[Section 306.2.4 Tracer wire-](#) Delete "14 American Wire Gauge" and insert "18 American Wire Gauge"

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- **INSERT - DIVISION 2. - PERMITS AND INSPECTIONS**

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- **Sec. 22-392. - Permit required.**

No person shall connect any mechanical equipment or install appliances in new or existing systems, structures or premises or repair or add to any existing mechanical system without a mechanical permit issued by the building official.

- **Sec. 22-393. - Fees.**

A person desiring a mechanical permit shall pay such fees as are established by the board of mayor and aldermen.

- **Sec. 22-394. - Imposition of additional charges by building official.**

The building official is authorized to make additional charges in accordance with the established fee schedule on any job for which a mechanical permit has been issued to cover any addition to that particular job or for work knowingly or unknowingly left out of the application for a permit.

- **Sec. 22-395. - Issuance of permit.**

The permit required in this division shall be issued only by the building official, upon receipt of an application issued by the building official. No application for a permit will be issued until the applicant therefore, if requested to do so by building official, submits detailed plans or drawings showing the work to be covered by the permit.

- **Sec. 22-396. - Inspections generally.**

(a) It shall be unlawful to use or permit the use of a mechanical system in a building or structure, unless the required inspection has been made and approval has been granted.

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(b) At least two inspections shall be made on each mechanical job:

(1) The first, when the work is roughed-in including ductwork, registers, refrigeration lines, or other work to be concealed; and

(2) The second, when the work is finished and all equipment set.

On jobs where, due to size or type of construction, it would not be practical to have all mechanical equipment ready for inspection at one time, inspections shall be made as often as is necessary.

- c) It shall be unlawful to cover any mechanical supply piping, wiring, sprinkler piping, exhaust ducts or supply ducts until such work has been inspected and approved by the mechanical inspector.

• **Sec. 22-397. - Right of entry for inspection.**

The mechanical inspector shall have authority to enter any building or premises for the inspection of mechanical equipment at any time during reasonable working hours.

• **Sec. 22-398. - Correction of unsafe conditions.**

(a) If after inspection the mechanical inspector finds that mechanical equipment or appliances, which are within the scope of this article, are in a dangerous or unsafe condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe and sanitary condition within five days or any longer period as specified by the mechanical inspector.

(b) Upon failure to comply promptly with any notice or instruction from the mechanical inspector to correct unsafe conditions or faulty work, the building official shall have authority to request the power company to discontinue electrical service to the offender until such notice or instructions have been complied with, and the power company is authorized to take such action.

• **Sec. 22-399. - Appeals.**

When a mechanical installation is condemned pursuant to this article or when a mechanical permit is denied, the person aggrieved may, within five days after receiving written notice from the building official, file a petition in writing, for review of the action of the mechanical inspector, with the city manager. Upon receipt of the petition, the city manager shall at once proceed to determine if the mechanical installation complies with this article and within three days shall make a decision in accordance with his findings.

(Code 1981, § 6-163; Code 1998, § 22-471; Ord. No. 4441, § 4, 10-7-1997; Ord. No. 5435, § V, 8-1-2006; Ord. No. 6430, § IV, 8-19-2014; Ord. No. 6741, § IV, 7-17-2018; Ord. No. 6783, § IV, 2-19-2019)

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~~Secs. 22-392—22-410. Reserved.~~

**Insert - Division 3. MECHANICAL EQUIPMENT INSTALLERS.**

• **Sec. 22-400. - Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Apprentice* means a person working under the direction and supervision of a licensed mechanical installer for the purpose of learning the mechanical trade.

*Helper* means a person employed by a mechanical installer to perform tasks which do not constitute actual mechanical work or the practice of the mechanical trade as defined in this section.

*Mechanical Installer.*

(1) The term "mechanical installerr" applies to all persons engaged in the mechanical trade on a fulltime or parttime basis to install, maintain, repair or replace mechanical equipment or mechanical systems and as activities otherwise defined as practicing the mechanical trade. The term "mechanical installer," for purposes of this article, shall also apply to persons on the maintenance staff of a hospital or similar institution, theater, office building, hotel, motel, tourist facility or court, apartment complex and a person in the employ of or a person who operates or maintains any single-family or multifamily residential structure which is used, in whole or in part, by subdivision into separate apartments or rooms of any nature whatsoever for the purpose of being leased, rented or otherwise made available to the public for occupancy, which requires the person to do more than maintain or repair existing mechanical equipment or mechanical systems and fixtures within the buildings on an in-house basis.

(2) The term "mechanical installer" does not apply

a. A person who performs minor repairs such as the repair or replacement of diffusers, duct line replacement, fuses, or refrigerant;

b. Persons who are under the control of a federal regulatory body or authority granted by the state or to any person in the employ of a manufacturing or industrial plant for the purpose of performing repair, manufacturing and maintenance work on the

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premises occupied by the manufacturing or industrial plant and installation work on premises occupied only by the manufacturing or industrial plant; however, this exception does not apply, if mechanical work is done outside the main plant area by an independent contractor; such work shall be performed only by a duly licensed mechanical contractor and mechanical installer after having obtained the necessary license and payment of the required license and permit fees to the city for such work.

*Mechanical trade.*

(1) The term "mechanical trade" means the installation, repair or maintenance of piping, mechanical HVAC equipment, duct lines, commercial kitchen hoods, fire sprinklers, fire alarm systems, refrigeration equipment, paint booths, boilers and other equipment involved in the creating conditioned space, commercial kitchen exhaust, or other mechanical equipment in a building as set out in the definition of mechanical installer as provided in this section.

(2) The term "mechanical trade" does not include such work by persons excluded from the definition of mechanical installer nor does it involve minor repairs, such as the repair or replacement of diffusers, duct lines, or fuses or replacement of refrigerant.

- **Sec. 22-401. - Responsibility for work.**

Every mechanical installer shall be responsible for all mechanical work performed by his employees while acting within the course and scope of their employment for mechanical work within the scope of this article.

- **Sec. 22-402. - Use of licensed plumbers; responsibility for compliance with standards.**

Mechanical installers shall use only licensed mechanical trade persons in the practice of the mechanical trade, except as otherwise provided in this article, and shall be responsible for ensuring that all work is performed in a safe and workmanlike manner and up to the standards of this type of work and shall see that all work is performed in accordance with the applicable codes as adopted by the city.

**Sec. 22-403. Required.**

No person shall engage in work as a mechanical equipment installer without a license issued by the Building Official .The sections of this division are applicable to the installation of consumers' HVAC equipment and the installation and operation of residential and commercial mechanical systems and related accessories as set forth by the Mechanical code adopted in this article and all acts supplemental and amendatory thereof.

(Code 1981, § 6-141; Code 1998, § 22-436)

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#### **Sec. 22-404. Examination of applicant.**

Every person desiring to engage in work as a Mechanical equipment Installer who does not possess a valid mechanical license shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the gas installation trade and a copy of either a LLM (or home improvement until such time the state issues LLM) for work up to \$25,000 or a CMC for work over \$25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Mechanical Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

(Code 1981, § 6-142; Code 1998, § 22-437)

#### **Sec. 22-405. Fee.**

A person desiring a license to work at or engage in mechanical work shall pay such fee as set by resolution of the board of mayor and aldermen as may be established from time to time as circumstances require.

(Code 1981, § 6-143; Code 1998, § 22-438)

#### **Sec. 22-406. Bond.**

- (a) A person shall not engage in or work at the installation, extension or alteration of a consumer's HVAC or mechanical equipment until such person shall secure and present to the building official a licensing bond executed and issued by a surety company qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.
- (b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such mechanical equipment installer to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such mechanical equipment installer while acting in the scope and course of his employment.
- (c) The bond shall be so conditioned as to require mechanical equipment installers to comply with all sections of this article. In such bond the mechanical equipment installer shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the course and scope of his employment.
- (d) Nothing in this division shall be construed to relieve any mechanical equipment installer from giving bond as required by this section or other city ordinance.

#### **Sec. 22-407. Issuance.**

No Mechanical license shall be issued by the Building Official without approval of all required documentation noted in section 22-360.

(Code 1981, § 6-144; Code 1998, § 22-440)

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#### **Sec. 22-408. Expiration.**

A license to work as a mechanical equipment installer shall expire December 31 following the date of issuance unless sooner revoked.

(Code 1981, § 6-145; Code 1998, § 22-441)

#### **Sec. 22-409. Display.**

A person holding a license to do work as a mechanical equipment installer shall display his license at his place of business or shall have evidence of such license on his person at all times on the job.

(Code 1981, § 6-146; Code 1998, § 22-442)

#### **Sec. 22-410. Revocation.**

Any license to work as a mechanical equipment installer may be revoked by the Building Official, after a hearing affording due process, for the following:

- (1) Failure to comply with this article and all city ordinances governing the installation of HVAC and mechanical equipment in doing such work.
- (2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.
- (3) Allowing and using unqualified labor in the performance of such work.
- (4) Permitting the work to be done in a hazardous or dangerous manner.
- (5) Incompetent work.
- (6) Obtaining a permit for an unlicensed person to perform mechanical work.

#### **Sec. 22-411. Installation or maintenance by homeowner.**

Nothing in this article or any code adopted by reference in this article shall prevent any homeowner from installing or maintaining mechanical systems within his own property boundaries, providing such mechanical work is done by himself and is used exclusively by him or his family. Such privilege does not convey the right to violate any of the sections of this article or any code adopted by reference in this article nor is it to be construed as exempting any such property owner from obtaining a mechanical permit and paying the required fees therefore.

### ***ARTICLE VII. PLUMBING***

#### ***DIVISION 1. GENERALLY***

#### **Sec. 22-~~411~~ 412. Code adopted by reference.**

The provisions of International Plumbing Code, ~~2018~~-2024 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said

code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination. The International Plumbing Code, [2018-2024](#) edition is hereby amended as follows:

- (1) Sections [109-2112](#) through [109-7113](#) pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section [109-2112 Means of Appeals & section 113](#) Board of appeals. The board of appeals as referenced in the International Building Code, [2018-2024](#) edition shall serve as the board of appeals for the International Plumbing Code, [2018-2024](#) edition.

Section [109-3112.1](#) Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

Section 113.4 Violation penalties is hereby deleted in its entirety and in lieu thereof substituting the following: 113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

(Code 1981, § 6-175; Code 1998, § 22-501; Ord. No. 4441, § 5, 10-7-1997; Ord. No. 5435, § VI, 8-1-2006; Ord. No. 6430, § V, 8-19-2014; Ord. No. 6741, § V, 7-17-2018; Ord. No. 6783, § V, 2-19-2019)

## **Sec. 22-~~412~~ 413. Rules and regulations.**

- (a) The building official is authorized to adopt rules and regulations to enforce this article.
- (b) No rule or regulation of the building official shall become effective until four weeks after notice of intention to adopt it shall have been given in a newspaper of general circulation and until a public hearing on the rule or regulation shall have been held. The public hearing shall not be necessary unless a request shall have been made for such hearing during the period of publication. Such rule must be drawn in its proposed form and shall be open to public inspection at the time the notice to adopt is published. Any rules may be amended or repealed by the same procedure prescribed for the adoption of new rules.
- (c) Rules adopted and promulgated as provided in this section shall have the same force and effect as the sections of this article.
- (d) In adopting rules for plumbing control, the building official shall embody in them the most approved methods and practices for safety of life and property.

(Code 1981, § 6-176; Code 1998, § 22-502)

## **Sec. 22-~~413~~ 414. Compliance required.**

No plumbing shall be installed in a building or structure nor shall an alteration or extension of an existing plumbing system be made except in conformity with this article or any rules that may be adopted and promulgated by the building official.

(Code 1981, § 6-177; Code 1998, § 22-503)

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**Sec. 22-~~414~~ 415. Installation or maintenance by homeowner.**

Nothing in this article or any code adopted by reference in this article shall prevent any homeowner from installing or maintaining plumbing within his own property boundaries, providing such plumbing work is done by himself and is used exclusively by him or his family. Such privilege does not convey the right to violate any of the sections of this article or any code adopted by reference in this article nor is it to be construed as exempting any such property owner from obtaining a plumbing permit and paying the required fees therefor.

(Code 1981, § 6-178; Code 1998, § 22-504)

**Secs. 22-~~415~~ 416—22-441. Reserved.**

*DIVISION 2. PERMITS AND INSPECTIONS*

**Sec. 22-442. Permit required.**

No person shall connect any plumbing work with any sanitary or storm sewer, septic tank or sewage disposal system of any kind or install fixtures or appliances in new or existing systems, structures or premises or repair or add to any existing plumbing without a plumbing permit issued by the ~~recorder~~ Building Official.

(Code 1981, § 6-186; Code 1998, § 22-531)

**Sec. 22-443. Fees.**

A person desiring a plumbing permit shall pay such fees as are established by the board of mayor and aldermen.

(Code 1981, § 6-190; Code 1998, § 22-532)

**Sec. 22-444. Imposition of additional charges by building official.**

The building official is authorized to make additional charges in accordance with the established fee schedule on any job for which a plumbing permit has been issued to cover any addition to that particular job or for work knowingly or unknowingly left out of the application for a permit.

(Code 1981, § 6-191; Code 1998, § 22-533)

**Sec. 22-445. Issuance of permit.**

The permit required in this division shall be issued only by the ~~recorder~~ Building Official, upon receipt of an application issued by the building official. No application for a permit will be issued until the applicant therefor, if requested to do so by building official, submits detailed plans or drawings showing the work to be covered by the permit.

(Code 1981, § 6-187; Code 1998, § 22-534)

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**Sec. 22-446. Inspections generally.**

- (a) It shall be unlawful to use or permit the use of or to supply water service to a plumbing system in a building or structure, unless the required inspection has been made and approval has been granted.
- (b) At least two inspections shall be made on each plumbing job:
  - (1) The first, when the work is roughed-in and tested; and
  - (2) The second, when the work is finished and all fixtures set.

On jobs where, due to size or type of construction, it would not be practical to have all plumbing ready for inspection at one time, inspections shall be made as often as is necessary.

- (c) It shall be unlawful to cover any plumbing, house drain or house sewer connection until such work has been inspected and approved by the plumbing inspector.

(Code 1981, § 6-188; Code 1998, § 22-535)

**Sec. 22-447. Right of entry for inspection.**

The plumbing inspector shall have authority to enter any building or premises for the inspection of plumbing at any time during reasonable working hours.

(Code 1981, § 6-189; Code 1998, § 22-536)

**Sec. 22-448. Correction of unsafe conditions.**

- (a) If after inspection the plumbing inspector or the health department finds that plumbing devices, equipment or appliances, which are within the scope of this article, are in a dangerous or unsafe condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe and sanitary condition within five days or any longer period as specified by the plumbing inspector or the health department.
- (b) Upon failure to comply promptly with any notice or instruction from the plumbing inspector or the health department to correct unsanitary conditions or faulty work, the building official, upon recommendation by the health department, shall have authority to request the city water department to discontinue water service to the offender until such notice or instructions have been complied with, and the water department is authorized to take such action.

(Code 1981, § 6-192; Code 1998, § 22-537)

**Sec. 22-449. Appeals.**

When a plumbing installation is condemned pursuant to this article or when a plumbing permit is denied, the person aggrieved may, within five days after receiving written notice from the building official, file a petition in writing, for review of the action of the plumbing inspector, with the city manager. Upon receipt of the petition, the city manager shall at once proceed to determine if the plumbing installation complies with this article and within three days shall make a decision in accordance with his findings.

(Code 1981, § 6-193; Code 1998, § 22-538)

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**Secs. 22-450—22-466. Reserved.**

***DIVISION 3. PLUMBERS***

**Subdivision I. In General**

**Sec. 22-467. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Apprentice* means a person working under the direction and supervision of a licensed plumber for the purpose of learning the plumbing trade.

*Helper* means a person employed by a plumber to perform tasks which do not constitute actual plumbing work or the practice of the plumbing trade as defined in this section.

*Plumber.*

- (1) The term "plumber" applies to all persons engaged in the plumbing trade on a fulltime or parttime basis to install, maintain, repair or replace plumbing or plumbing systems and as activities otherwise defined as practicing the plumbing trade. The term "plumber," for purposes of this article, shall also apply to persons on the maintenance staff of a hospital or similar institution, theater, office building, hotel, motel, tourist facility or court, apartment complex and a person in the employ of or a person who operates or maintains any single-family or multifamily residential structure which is used, in whole or in part, by subdivision into separate apartments or rooms of any nature whatsoever for the purpose of being leased, rented or otherwise made available to the public for occupancy, which requires the person to do more than maintain or repair existing plumbing or plumbing systems and fixtures within the buildings on an in-house basis.
- (2) The term "plumber" does not apply to:
  - a. A person who performs minor repairs such as the repair or replacement of commodes or fixtures, faucets, water supply and drain lines under sinks and lavatories connecting a plumbing fixture or an appliance utilizing water with an installed existing plumbing system or the unclogging of sewer and septic lines;
  - b. Employees of municipal plants or other public utilities organized for the purpose of constructing, maintaining and operating works for the supply, purification and distribution of water, sewer trunk lines and laterals; and
  - c. Persons who are under the control of a federal regulatory body or authority granted by the state or to any person in the employ of a manufacturing or industrial plant for the purpose of performing repair, manufacturing and maintenance work on the premises occupied by the manufacturing or industrial plant and installation work on premises occupied only by the manufacturing or industrial plant;

however, this exception does not apply, if plumbing work is done outside the main plant area by an independent contractor; such work shall be performed only by a duly licensed plumbing contractor and plumber after having obtained the necessary license and payment of the required license and permit fees to the city for such work.

*Plumbing trade.*

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- (1) The term "plumbing trade" means the installation, repair or maintenance of piping, fittings and fixtures involved in the distribution and use of water in a building as set out in the definition of plumber as provided in this section.
  - (2) The term "plumbing trade" does not include such work by persons excluded from the definition of plumber nor does it involve minor repairs, such as the repair or replacement of commodes or fixtures, faucets, water supply and drain lines under sinks and lavatories connecting a plumbing fixture or appliance utilizing water with an installed, existing plumbing system or the unclogging of sewer and septic lines.

(Code 1981, § 6-201; Code 1998, § 22-566)

#### **Sec. 22-468. Responsibility for work.**

Every plumber shall be responsible for all plumbing work performed by his employees while acting within the course and scope of their employment for plumbing work within the scope of this article.

(Code 1981, § 6-210; Code 1998, § 22-567)

#### **Sec. 22-469. Use of licensed plumbers; responsibility for compliance with standards.**

Plumbers shall use only licensed plumbers in the practice of the plumbing trade, except as otherwise provided in this article, and shall be responsible for ensuring that all work is performed in a safe and workmanlike manner and up to the standards of this type of work and shall see that all work is performed in accordance with the applicable codes as adopted by the city.

(Code 1981, § 6-211; Code 1998, § 22-568)

#### **Secs. 22-470—22-491. Reserved.**

### **Subdivision II. Licenses**

#### **Sec. 22-492. Required; applicability to apprentices and helpers.**

- (a) No person shall practice the plumbing trade without a license issued by the [recorder Building Official](#), except as provided in this section.
- (b) A plumber's license shall entitle the holder thereof to engage in the practice of the plumbing trade on a fulltime or parttime basis and to perform actual plumbing work as set out in the definition of plumbing trade and plumber in section 22-467.
- (c) It shall be unlawful for the holder of a plumber's license issued under this subdivision to allow any person who is not licensed as a plumber to do any actual plumbing work, except that nothing in this division shall preclude any person from working as an apprentice or a helper under the direct supervision and direction of a licensed plumber.

(Code 1981, § 6-202; Code 1998, § 22-596)

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**Sec. 22-493. Examination.**

Except as otherwise provided in this section, every person who desires to practice the plumbing trade in the city shall appear before the mechanical, plumbing and gas board of examiners and be examined as to his qualifications and ability to perform such endeavors and be approved for a license. The plumber's examination may be oral, written or any combination thereof for applicants to demonstrate to the mechanical, plumbing and gas board of examiners basic skills of the plumbing trade. The fee for the examination shall be set by resolution of the board of mayor and aldermen from time to time as circumstances require, in addition to the regular fee for issuance of a license. All other persons desiring to practice the plumbing trade shall be examined and required to conform to the requirements of this article.

(Code 1981, § 6-203; Code 1998, § 22-597)

**Sec. 22-494. Fee.**

The annual fee for a plumber's license shall be set by resolution of the board of mayor and aldermen from time to time as the circumstances require.

(Code 1981, § 6-204; Code 1998, § 22-598)

**Sec. 22-495. Bond.**

- (a) No person shall practice the plumbing trade within the city until such person shall secure and present to the building official a licensing bond executed and issued by a surety company duly qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.
- (b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such plumber to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such plumber, while acting in the scope and course of his employment.
- (c) The bond shall be so conditioned as to require plumbers to comply with all sections of this article. In such bond, the plumber shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the scope and course of their employment.
- (d) Nothing in this division shall be construed to relieve any plumber from giving bond as required by this section or other ordinance of the city.

(Code 1981, § 6-209; Code 1998, § 22-599)

**Sec. 22-496. Issuance.**

No license shall be issued pursuant to this subdivision by the recorder without a certificate of approval from the mechanical, plumbing and gas board of examiners. Such approval for the license shall be signed by the chairperson and the secretary of the mechanical, plumbing and gas board of examiners.

(Code 1981, § 6-205; Code 1998, § 22-600)

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**Sec. 22-497. Expiration term.**

A license to practice the plumbing trade shall expire December 31 unless sooner revoked or renewed.

(Code 1981, § 6-206; Code 1998, § 22-601)

**Sec. 22-498. Display.**

It shall be the duty of every licensed plumber to display his license at his place of business or have evidence of such license on his person at all times on the job.

(Code 1981, § 6-207; Code 1998, § 22-602)

**Sec. 22-499. Revocation.**

Any license to practice the plumbing trade within the city may be revoked by the mechanical, plumbing and gas board of examiners for good cause shown, after a hearing affording due process, for the following:

- (1) Failure to comply with any city ordinance governing the installation of plumbing fixtures and equipment.
- (2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.
- (3) Using unqualified labor in performance of such work.
- (4) Permitting the work to be done in a hazardous or dangerous manner.
- (5) Incompetent work.
- (6) Obtaining a permit for an unlicensed person not in his employ.

(Code 1981, § 6-208; Code 1998, § 22-603)

**Secs. 22-500—22-521. Reserved.*****ARTICLE VIII. SWIMMING POOLS*****Sec. 22-522. Code adopted by reference.**

The provisions of the International Swimming Pool and Spa Code, [2018-2024](#) edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

(Code 1981, § 6-223; Code 1998, § 22-631; Ord. No. 4441, § 7, 10-7-1997; Ord. No. 6430, § VI, 8-19-2014; Ord. No. 6741, § VI, 7-17-2018; Ord. No. 6783, § VI, 2-19-2019)

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**Sec. 22-523. Violations.**

Any person who violates this article or the code adopted by reference in section 22-522 shall be subject to a penalty of not less than \$25.00 or more than as provided in section 1-14.

(Code 1981, § 6-229; Code 1998, § 22-632; Ord. No. 4099, § III, 8-1-1995)

**Sec. 22-524. Enforcement.**

The building official shall enforce this article.

(Code 1981, § 6-225; Code 1998, § 22-633)

**Sec. 22-525. Right of entry for inspection.**

The owner or operator of any swimming pool shall allow the building official and the health officer or other authorized official access to any swimming pool, wading pool or portable pool and appurtenances thereto at all reasonable times for the purpose of inspection to ascertain compliance with this article and all other pertinent sections of this Code and city ordinances.

(Code 1981, § 6-226; Code 1998, § 22-634)

**Sec. 22-526. Maintenance and lighting.**

- (a) All areas surrounding any swimming pool shall be maintained neatly, and no rubbish, debris or litter shall be permitted to remain or accumulate in or about any pool.
- (b) No artificial lighting shall be maintained or operated in connection with any swimming pool in such a manner as to be a nuisance or annoyance to neighboring properties. Such lighting shall not shine directly upon any abutting property. All lighting must be properly shielded.

(Code 1981, § 6-224; Code 1998, § 22-635)

**Sec. 22-527. Health hazards and nuisances.**

- (a) Every swimming pool in the city shall at all times comply with the requirements of the local department of health.
- (b) Any nuisance or hazard to health which may develop in or in consequence of or in connection with any such swimming pool, wading pool or portable pool shall forthwith be abated and removed by the owner, lessee or occupant of the premises on which the pool is located upon receipt of notice from the building official or the city health officer.

(Code 1981, § 6-227; Code 1998, § 22-636)

**Sec. 22-528. Fences.**

- (a) All swimming pools constructed, installed, established or maintained shall, unless prior approval has been given, be enclosed by a permanent fence of durable material at least four feet in height and shall be so constructed as not to have openings, mesh, holes or gaps larger than four square inches in any dimension

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except for doors and gates. If a picket fence is erected or maintained, the horizontal spacing shall not exceed three inches. All gates used in conjunction with the fence shall be equipped with approved latching devices and shall be latched at all times when the swimming pool is not in use.

(b) All portable pools, unless enclosed by a fence of the type and dimensions specified in subsection (a) of this section, shall, when not in use, be either:

- (1) Emptied; or
- (2) Covered with a suitable, strong protective covering, securely fastened or locked in place.

(Code 1981, § 6-228; Code 1998, § 22-637)

**Secs. 22-529—22-549. Reserved.**

## ***ARTICLE IX. NUISANCE BUILDINGS OR PREMISES<sup>3</sup>***

### ***DIVISION 1. GENERALLY***

#### **Sec. 22-550. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Nuisance* means:

- (1) Any public nuisance as defined by statute or ordinance.
- (2) Any attractive nuisance which may prove detrimental to the health or safety of children, whether in a building, on the premises of a building or upon an unimproved lot. This shall include but not be limited to:
  - a. Abandoned wells, shafts, basements, excavations; abandoned iceboxes, refrigerators or motor vehicles;
  - b. Structurally unsound fences or structures;
  - c. Lumber;
  - d. Trash;
  - e. Debris; or
  - f. Vegetation such as poison ivy, poison oak or poison sumac which may prove hazardous for inquisitive minors.
- (3) Physical conditions dangerous to human life or detrimental to health of persons on or near the premises where the conditions exist.

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<sup>3</sup>State law reference(s)—Structures unfit for occupation and use, T.C.A. § 13-21-101 et seq.; removal of dangerous or defective conditions, T.C.A. § 68-102-117; municipal authority to repair, close or demolish unfit structures, T.C.A. § 13-21-102.

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- (4) Inadequate or unsanitary sewage or plumbing facilities.
  - (5) Unsanitary conditions or anything offensive to the senses or dangerous to health in violation of this division.
  - (6) Fire hazards.

*Occupant* means any person who has charge, care or control of a dwelling or premises or a part thereof, whether with or without the knowledge and consent of the owner.

*Owner* means any person who, alone or jointly or severally with others, shall have legal or equitable title to any premises in fee simple and every mortgagee of record, with or without accompanying actual possession thereof, or who shall have charge, care or control of any dwelling unit, as owner or as executor, administrator, trustee, receiver or guardian of the estate, or as a mortgagee in possession regardless of how such possession was obtained. Any person who is a lessor subletting or reassigning any part or all of any dwelling or dwelling unit shall be deemed to be a co-owner with the lessee and shall have joint responsibility over the portion of the premises sublet or assigned by the lessor.

*Parties in interest* means all individuals, associations or corporations who have interests of record in a structure or parcel of land or who have actual possession thereof.

*Premises* means a lot, plot or parcel of land, including any buildings or structures thereon.

*Public officer* means the building official.

*Refuse* means all putrescible and nonputrescible solid waste, including but not limited to garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles and solid market and industrial wastes.

*Rubbish* means nonputrescible solid wastes consisting of both combustible and noncombustible wastes such as paper, wrappings, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

(Code 1981, § 6-310; Code 1998, § 22-696)

State law reference(s)—Similar definitions, T.C.A. § 13-21-101.

## **Sec. 22-551. Findings and declaration of policy.**

It is found and declared that there exist in the city structures in use which are or may become substandard with respect to structural soundness, equipment or maintenance or, further, that such conditions, including but not limited to structural deterioration, lack of maintenance of exterior of premises, infestation, lack of essential heating or plumbing equipment, lack of maintenance or upkeep of essential utilities and facilities, existence of fire hazards, inadequate provisions for light and air, or unsanitary conditions and overcrowding, constitute a menace to the health, safety, welfare and reasonable comfort of the citizens and inhabitants of the city. It is further found and declared that because of lack of maintenance and because of progressive deterioration certain properties have the further effect of creating blighting conditions and initiating slums and that, if such are not curtailed and removed, the conditions will grow and spread and will necessitate in time the expenditure of large amounts of public funds to correct and eliminate the conditions and that, by timely regulations and restrictions as contained in this article, the growth of slums and blight may be prevented and the neighborhood and property values thereby maintained, the desirability and amenities of residential and nonresidential uses and neighborhoods enhanced and the public health, safety and welfare protected and fostered.

(Code 1981, § 6-301; Code 1998, § 22-666)

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**Sec. 22-552. Purpose.**

The purpose of this article is to:

- (1) Protect the public health, safety and welfare by establishing minimum standards governing the maintenance, condition and occupancy of residential and nonresidential premises;
- (2) Establish minimum standards governing utilities, facilities and other physical components and conditions essential to make such facilities fit for human habitation, occupancy and use;
- (3) Fix certain responsibilities and duties upon owners, operators and occupants;
- (4) Authorize and establish procedures for the inspection of residential and nonresidential premises;
- (5) Fix penalties for the violation of this article; and
- (6) Provide for the repair, demolition or vacation of premises unfit for human habitation or occupancy or use.

(Code 1981, § 6-302; Code 1998, § 22-667)

**Sec. 22-553. Administration.**

All inspections, regulations, enforcement and hearings on violations of this article shall be under the direction and supervision of the building official. The building official may designate such other employees to perform duties as may be necessary to the enforcement of this article, including the making of inspections and holding of hearings.

(Code 1981, § 6-312; Code 1998, § 22-697)

**Sec. 22-554. Applicability.**

Every residential, nonresidential or mixed occupancy building and the land on which it is situated, used or intended to be used for dwelling, commercial, business or industrial occupancy or use shall comply with this article, whether or not such building shall have been constructed, altered or repaired before or after September 15, 1992, and irrespective of any permits or licenses which shall have been issued for the use or occupancy of the building or premises for the construction or repair of the building or for the installation or repair of equipment or facilities prior to the effective date of the ordinance from which this article is derived. This article shall also apply to mobile home parks.

(Code 1981, § 6-313; Code 1998, § 22-698)

**Sec. 22-555. Administration fees.**

Every owner or person in possession, charge or control of any place or premises on which a nuisance is created, accumulated or produced which must be abated by the city as a result of his failure or refusal to comply with an order of the building official is liable for and shall pay an administration fee in addition to the cost of repair, alteration or improvement or vacating and closing or removal or demolition by the building official, which fee shall be set by resolution of the board of mayor and aldermen.

(Code 1981, § 6-303; Code 1998, § 22-668)

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**Sec. 22-556. Controlling standards.**

If any section of this article imposes a higher standard than set forth in any other ordinance or under state laws, the standards set forth in this article shall prevail; but if this article imposes a lower standard than any other local ordinance or of state laws, the higher standard shall prevail.

(Code 1981, § 6-314; Code 1998, § 22-699)

State law reference(s)—Reasons for unfitness, T.C.A. § 13-21-102.

**Sec. 22-557. Compliance with other ordinances.**

No section of this article shall relive any owner, operator or occupant from complying with any other section or relieve any city official from enforcing any other section of this Code.

(Code 1981, § 6-315; Code 1998, § 22-700)

**Sec. 22-558. Care of premises.**

Having adopted the property maintenance code by reference in section 22-96(d), it shall be unlawful, in conformance with such code, for the owner or occupant of a residential building, structure or property to utilize the premises of such residential property for the open storage of any abandoned motor vehicle, icebox, refrigerator, stove, glass, building material, building rubbish or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential property clean and to remove from the premises all such abandoned items as listed in this section, including but not limited to weeds, dead trees, trash, garbage, etc., upon notice from the building official.

(Code 1981, § 6-311; Code 1998, § 22-701)

**Secs. 22-559—22-579. Reserved.*****DIVISION 2. STRUCTURES UNFIT FOR HUMAN HABITATION*****Sec. 22-580. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Dwelling* means any building or structure or part thereof used and occupied for human occupation or use or intended to be so used and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith.

*Occupant* means any person who has charge, care or control of a dwelling or premises or a part thereof, whether with or without the knowledge and consent of the owner.

*Owner* means any person who, alone or jointly or severally with others, shall have legal or equitable title to any premises in fee simple and every mortgagee of record.

*Parties in interest* means all individuals, associations or corporations who have interests of record in a structure or parcel of land or who have actual possession thereof.



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*Premises* means a lot, plot or parcel of land, including any buildings or structures thereon.

*Public officer* means the building official.

*Structure* means any dwelling or place of public accommodation.

(Code 1981, § 6-321; Code 1998, § 22-731)

#### **Sec. 22-581. Findings.**

Pursuant to T.C.A. § 13-21-101 et seq., it is found that there exist in the city structures that are unfit for human occupation or use due to:

- (1) Dilapidation;
- (2) Defects increasing the hazards of fire, accident or other calamities;
- (3) Lack of ventilation, light or sanitary facilities; or
- (4) Other conditions rendering such structures unsafe or unsanitary or dangerous or detrimental to the health, safety or morals or otherwise inimical to the welfare of the residents of the city.

(Code 1981, § 6-320; Code 1998, § 22-732)

#### **Sec. 22-582. Enforcing official.**

The building official is designated as the public officer who shall exercise the powers prescribed in this division.

(Code 1981, § 6-321.1; Code 1998, § 22-733)

#### **Sec. 22-583. Powers of building official.**

The building official is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and requirements of this division, including the following powers in addition to others granted in this division:

- (1) Investigate conditions in the city in order to determine which structures are unfit for human occupation or use.
- (2) Administer oaths and affirmations, examine witnesses and receive evidence.
- (3) Enter upon premises for the purposes of making examinations, provided that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession.

(Code 1981, § 6-330; Code 1998, § 22-734)

State law reference(s)—Power of public officers, T.C.A. § 13-21-107.

#### **Sec. 22-584. Conditions rendering dwelling unfit for human habitation.**

In addition to other standards set forth in this division, the building official may determine that a structure is unfit for human occupation or use, if he finds that conditions exist in such structure that are dangerous or injurious to the health or safety of the occupants of such structure, the occupants of neighboring structures or other residents of the city. Such conditions without limiting the generality of the foregoing, may include the following:

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(Supp. No. 6)

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- (1) Defects increasing the hazards of fire, accident or other calamities;
  - (2) Lack of adequate ventilation, light or sanitary facilities;
  - (3) Dilapidation;
  - (4) Disrepair;
  - (5) Structural defects; and
  - (6) Uncleanliness.

(Code 1981, § 6-327; Code 1998, § 22-735)

State law reference(s)—Reasons for unfitness, T.C.A. § 13-21-102; conditions justifying fining of unfitness, T.C.A. § 13-21-104.

**Sec. 22-585. Institution of action and notification.**

- (a) As used in this section, the term "public authority" means any housing authority or any officer who is in charge of any department or branch of the city or state government relating to health, fire, building regulation or other activities concerning structures in the city.
- (b) Whenever a petition is filed with the building official by a public authority or by at least five residents of the city charging that any structure is unfit for human occupation or use or whenever it appears to the building official on his own motion that any structure is unfit for occupation or use, the building official shall, after making a preliminary investigation and such investigation discloses a basis for the charges, issue and cause to be served upon the owner and parties in interest of such structure a complaint stating the charges in that respect and containing a notice that a hearing will be held before the building official at a time and place therein fixed not less than ten days or more than 30 days after the serving of the complaint. The notice shall also state that the owners and parties in interest shall be given the right to file an answer to the complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the building official.

(Code 1981, § 6-322; Code 1998, § 22-736)

**Sec. 22-586. Determination of and further notice by building official.**

- (a) If, after such notice and hearing as prescribed in section 22-585, the building official determines that the structure under consideration is unfit for human habitation or use, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order as follows:
  - (1) If the repair, alteration or improvement of the structure can be made at a reasonable cost in relation to the value of the structure, the order shall require the owner, within the time specified in the order, to repair, alter or improve such structure; to render it fit for human occupation or use or, if not adequately repaired, altered or improved within the time specified in the order, to vacate and close the dwelling as a place of human habitation or use; or
  - (2) If the repair, alteration or improvement of the structure cannot be made at a reasonable cost in relation to the value of the structure, the order shall require the owner, within the time specified in the order, to remove or demolish such structure.

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- (b) The building official shall determine the value of the structure in question existing on the land, and the value of the land itself shall not be considered. If the structure can be made to conform to such standards as will make it properly habitable by an expenditure of not more than 50 percent of such value, the order referred to in subsection (a)(2) of this section shall conform to the first alternative in subsection (a)(1) of this section. If an expenditure of more than 50 percent of the value would be necessary to make the structure properly habitable, the order in subsection (a)(1) of this section shall conform to the second alternative in subsection (a)(2) of this section.
- (c) Any repair, alteration or improvement instituted in compliance with this division shall be made in conformance with the zoning and building codes.

(Code 1981, § 6-323; Code 1998, § 22-737)

State law reference(s)—Filing and service of complaints and orders, T.C.A. § 13-21-102.

#### **Sec. 22-587. Failure of owner to comply.**

If the owner fails to comply with the order under section 22-586(a)(1), the building official may cause such structure to be repaired, altered or improved or be vacated and closed. If the building is vacated and closed, the building official may cause to be posted on the main entrance of any structure so closed a placard with the following words:

"This building is unfit for human occupation or use; the use or occupation of this building for human occupation or use is prohibited and unlawful."

(Code 1981, § 6-324; Code 1998, § 22-738)

#### **Sec. 22-588. Failure of owner to remove or demolish.**

If the owner fails to comply with an order as set forth in section 22-586(a)(2), the building official may cause such structure to be removed or demolished.

(Code 1981, § 6-325; Code 1998, § 22-739)

#### **Sec. 22-589. Creation of lien and payment into court.**

- (a) Under this division, the cost of such repairs, alterations or improvements or vacating and closing or removal or demolition by the building official shall, upon the filing of the notice with the office of the register of deeds of the county in which the property lies, be a lien in favor of the city against the real property on which such cost was incurred, second only to:
- (1) Liens of the state, county and city for taxes;
  - (2) Any lien of the city for special assessments; and
  - (3) Any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice.
- (b) These costs shall be collected by the city tax collector at the same time and in the same manner as property taxes are collected.
- (c) If the structure is removed or demolished by the building official, he shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the chancery court by the building official, shall be secured in such manner as

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may be directed by such court and shall be disbursed by such court to the person found to be entitled thereto by final order or decree of such court.

- (d) However, nothing in this section shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

(Code 1981, § 6-326; Code 1998, § 22-740)

#### **Sec. 22-590. Service of complaints or orders.**

Complaints or orders issued by the building official pursuant to this division shall be served upon persons either personally or by registered mail. However, if the whereabouts of such persons are unknown and the whereabouts cannot be ascertained by the building official in the exercise of reasonable diligence and the building official shall make affidavit to that effect, the serving of such complaint or order upon such persons may be made by publishing the complaint or order once each week for two consecutive weeks in a newspaper printed and published in the city. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of such complaint or order shall also be filed for record in the register's office of the county in which the structure is located, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

(Code 1981, § 6-328; Code 1998, § 22-741)

State law reference(s)—Similar provisions, T.C.A. § 13-21-105.

#### **Sec. 22-591. Enjoining enforcement of order.**

- (a) Any person affected by an order issued by the building official pursuant to this division may file a bill in the chancery court for an injunction restraining the building official from carrying out the provisions of the order, and the court may, upon the filing of such bill, issue a temporary injunction restraining the building official pending the final disposition of the cause, provided that, within 60 days after the posting and service of the order of the building official, such person shall file such bill in the court. Hearings shall be had by the court on such bill within 20 days or as soon thereafter as possible and shall be given preference over other matters on the court's calendar.
- (b) The court shall hear and determine the issue raised and shall enter such final order or decree as law and justice may require. In all such proceedings, the findings of the building official as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies provided in this section shall be exclusive remedies, and no person affected by an order of the building official shall be entitled to recover any damages for action taken pursuant to any order of the building official or because of noncompliance by such person with any order of the building official.

(Code 1981, § 6-329; Code 1998, § 22-742)

#### **Secs. 22-592—22-615. Reserved.**

### ***DIVISION 3. PROPERTY OTHER THAN OWNER-OCCUPIED RESIDENCES***

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#### **Sec. 22-616. Prohibition.**

Pursuant to the authority granted by T.C.A. § 6-54-113, it shall be unlawful for any owner of record of real property to create, maintain, or permit to be maintained on such property the growth of trees, vines, grass, underbrush and/or the accumulations of debris, trash, litter, or garbage or any combination of the preceding elements so as to endanger the health, safety, or welfare of other citizens or to encourage the infestation of rats and other harmful animals.

(Code 1981, § 6-344; Code 1998, § 22-771; Ord. No. 6604, § I, 9-20-2016)

Editor's note(s)—Ord. No. 6604, § I, adopted Sept. 20, 2016, changed the title of § 22-616 from "Applicability" to read as herein set out.

#### **Sec. 22-617. Designation of building official.**

The provisions of T.C.A. § 6-54-113 are enforceable in the city, and the building official is designated as the public officer who shall exercise the powers set out in T.C.A. § 6-54-113 and the provisions of this division.

(Code 1981, § 6-340; Code 1998, § 22-772; Ord. No. 6604, § I, 9-20-2016)

Editor's note(s)—Ord. No. 6604, § I, adopted Sept. 20, 2016, changed the title of § 22-617 from "Enforcing official" to read as herein set out.

#### **Sec. 22-618. Institution of action and notification.**

- (a) Pursuant to T.C.A. § 6-54-113, if it is determined by the building official that any owner of record of real property has created, maintained or permitted to be maintained on such property the growth of trees, vines, grass, underbrush or the accumulation of debris, trash, litter or garbage or any combination of such elements so as to endanger the health, safety or welfare of other citizens or so as to encourage the infestation of rats and other harmful animals, the building official shall provide notice to the owner of record to remedy the condition immediately. The notice shall be given by United States mail, addressed to the last known address of the owner of record. When an attempt at notification by United States mail fails or no valid last known address exists for the owner of record, the municipality may publish the notice in a newspaper of general circulation in the county where the property sits for no less than two consecutive issues or personally deliver the notice to the owner of record. For purposes of sections 22-616 through 22-621, such publication shall constitute receipt of notice effective on the date of the second publication of the notice and personal delivery shall constitute receipt of notice immediately upon delivery. The notice shall state that the owner of the property is entitled to a hearing. The notice shall be written in plain language and shall also include but not be limited to the following elements:
- (b) The notice shall state that the owner of the property is entitled to a hearing. The notice shall be written in plain language and shall also include, but not be limited to, the following elements:
  - (1) A brief statement of this section, which shall contain the consequences of failing to remedy the noted condition;
  - (2) The person, office, address and telephone number of the department or person giving notice;
  - (3) A cost estimate for remedying the noted condition, which shall be in conformity with the standards of cost in the community; and
  - (4) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing.

(Code 1981, § 6-341; Code 1998, § 22-773; Ord. No. 6604, § I, 9-20-2016)

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**Sec. 22-619. Failure of owner to comply.**

- (a) If the person fails or refuses to remedy the condition within ten days after receiving the notice, the appropriate department or person shall immediately cause the condition to be remedied or removed at a cost in conformity with reasonable standards and the cost thereof assessed against the owner of the property. The city may collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction. The city may bring one action for debt against more than one or all of the owners of properties against whom such costs have been assessed, and the fact that multiple owners have been joined in one action shall not be considered by the court as a misjoinder of parties. Upon the filing of the notice with the office of the register of deeds of the county in which the property lies, the costs shall be a lien on the property in favor of the city, second only to liens of the state, county and city for taxes; any lien of the city for special assessments; and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be collected by the city tax collector at the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.
- (b) When the owner of an owner-occupied residential property fails or refuses to remedy the condition within ten days after receiving the notice set out in Sec. 22-618, the appropriate department or person shall immediately cause the condition to be remedied or removed at a cost in accordance with reasonable standards in the community, with these costs to be assessed against the owner of the property. Subsection (a) shall apply to the collection of costs against the owner of an owner-occupied residential property, except that the city shall wait until cumulative charges for remediation equal or exceed \$500.00 before filing the notice with the register of deeds and the charges becoming a lien on the property. After this threshold has been met and the lien attaches, charges for costs for which the lien attached are collectible as provided in subsection (a) for these charges.
- (c) If the person who is the owner of record is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewerage or other materials, the ten-day period specified in subsection (a) shall be 20 days, excluding Saturdays, Sundays and legal holidays.

(Code 1981, § 6-342; Code 1998, § 22-774; Ord. No. 6604, § I, 9-20-2016)

**Sec. 22-620. Rules; hearings; stay of enforcement.**

- (a) The board of mayor and aldermen or building official may make rules and regulations necessary for the administration and enforcement of this division. The building official shall provide for a hearing upon request of the person aggrieved by the determination made pursuant to section 22-618. A request for a hearing shall be made within ten days following the receipt of the notice issued pursuant to section 22-618. Failure to make the request within this time shall, without exception, constitute a waiver of the right to a hearing.
- (b) Any person aggrieved by an order or act of the building official under this division may seek judicial review of the order or act. The time period established in section 22-619 shall be stayed during the pendency of a hearing.

(Code 1981, § 6-343; Code 1998, § 22-775; Ord. No. 6604, § I, 9-20-2016)

**Sec. 22-621. Supplemental to similar authority.**

The provisions of these sections 22-616 through 22-621 are in addition and supplemental to, and not in substitution for, similar authority in the City's Charter or other applicable law.

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(Ord. No. 6604, § II, 9-20-2016)

**Secs. 22-622—22-643. Reserved.**

## ***ARTICLE X. BUILDING NUMBERING***

### **Sec. 22-644. Compliance.**

All residences, business houses, shops and other buildings shall be numbered according to this article.

(Code 1981, § 24-29; Code 1998, § 22-801)

### **Sec. 22-645. East-west axis of reference.**

Numbering under this article shall be done with reference to Broad Street, as streets may run east or west, from its southerly origin to its intersection with Gibson Mill Road, and with reference to Gibson Mill Road from its intersection with Broad Street to its intersection with Bloomingdale Pike, and with reference to Bloomingdale Pike from its intersection with Mill Street to the corporate line.

(Code 1981, § 24-30; Code 1998, § 22-802)

### **Sec. 22-646. North-south axis of reference.**

Numbering under this article shall be done with reference to the Clinchfield Chesapeake and Ohio Railroad, north or south, as streets may run north or south, beginning at a point nearest such railroad.

(Code 1981, § 24-31; Code 1998, § 22-803)

### **Sec. 22-647. Odd numbers on east and south; even numbers on west and north.**

Under this article, odd numbers shall be allotted to the east and south sides of the streets and even numbers to the west and north sides.

(Code 1981, § 24-32; Code 1998, § 22-804)

### **Sec. 22-648. Assignment of numbers to square or block.**

Numbering under this article shall be done in such manner that 100 numbers shall be assigned to each square or block regularly laid out.

(Code 1981, § 24-33; Code 1998, § 22-805)

### **Sec. 22-649. Plats showing street numbers.**

The department of developmental services shall prepare plats, on durable material, of each street numbered, showing the numbers given to each lot.

(Code 1981, § 24-34; Code 1998, § 22-806)

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**Sec. 22-650. Issuance of numbers and certificates.**

Under this article, all house numbers and certificates therefor shall be issued by the department of developmental services.

(Code 1981, § 24-35; Code 1998, § 22-807)

**Sec. 22-651. Use of other numbers.**

It shall be unlawful for any person to use any numbers other than those assigned pursuant to this article.

(Code 1981, § 24-36; Code 1998, § 22-808)

**Sec. 22-652. Record of numbers and certificates issued.**

The department of developmental services shall keep a record of all numbers and certificates for numbers issued pursuant to this article.

(Code 1981, § 24-37; Code 1998, § 22-809)

**Sec. 22-653. Duty of owners, tenants or occupants.**

It shall be the duty of every property owner, tenant or occupant of a house, shop, residence, business house or other building to number such building and maintain such numbering in plain and legible figures, placed in a conspicuous place, and not suffer the number to be covered or hidden. No person shall refuse to number such house or building according to this article.

(Code 1981, § 24-38; Code 1998, § 22-810)



• **ARTICLE III. - FIRE CODE**

• **Sec. 42-46. - Code adopted by reference.**

(a) The provisions of International Fire Code, ~~2018~~ 2024 edition, to include appendices ~~A~~, B, ~~C~~, D, E, F, G, H, I, ~~J, K, L, M~~, and ~~N~~, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein, subject to the deletions, amendments, and additions contained herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

(b) The fire official may utilize any of the codes, standards, manuals and recommended practices contained within the National Fire Codes as a guide and/or reference in the enforcement of fire protection and prevention provisions of the adopted codes.

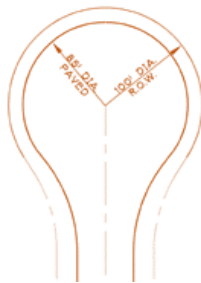
(Code 1981, § 8-31; Code 1998, § 46-61; Ord. No 4441, § 6, 10-7-1997; Ord. No. 4476, § 1, 1-6-1998; Ord. No. 4736, § IV, 2-15-2000; Ord. No. 5435, § IV, 8-1-2006; Ord. No. 6430, § VII, 8-19-2014; Ord. No. 6741, § VII, 7-17-2018; Ord. No. 6783, § VII, 2-19-2019; Ord. No. 6997, § 1, 3-8-2022)

**State Law reference—** Power of municipality to adopt technical codes by reference, T.C.A. § 6-54-501 et seq.

Sec. 42-48. - Amendments to Certain Provisions of the International Fire Code.

Certain Provisions of the International Fire Code, are amended as indicated herein.

(a) Figure D103.1 is amended by deleting the 96' diameter cul-de-sac diagram and substituting the following in its place:



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Figure D103.1

DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

(b) Section 103.4 is amended as follows:

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) shall be provided with width and turn around provisions in accordance with Table D103.4.

TABLE 0103.4 REQUIREMENTS FOR DEAD-END  
FIRE APPARATUS ACCESS ROADS

| LENGTH<br>(feet) | WIDTH<br>(feet)           | TURNAROUNDS REQUIRED                                                                    |
|------------------|---------------------------|-----------------------------------------------------------------------------------------|
| 0—150            | 20                        | None required                                                                           |
| 151—500          | 20                        | 85 foot diameter cul-de-sac with 100 foot right-of-way in accordance with Figure D103.1 |
| 501—750          | 26                        | 85 foot diameter cul-de-sac with 100 foot right-of-way in accordance with Figure D103.1 |
| Over 750         | Special approval required |                                                                                         |

For SI: 1 foot= 304.8 mm.

(c)Section D107.1 is amended as follows:

D107.1 One- or two-family dwelling residential developments.

Developments of one- or two-family dwellings where the number of dwelling units exceeds 50 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are more than 50 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

2. Where there are more than 50 dwelling units, the units may be accessed from a single public or private apparatus access road when the following conditions are met:

2.1 Fire hydrants must be placed in an alternating fashion on both sides of the road meeting the required hydrant spacing requirements.

2.2. Road shall be signed with No Parking signs as referenced in Section D103.6

2.3 Streets shall be constructed to the "Fire Apparatus Access Road" standard located in the Kingsport Minimum Subdivision Regulations.

3. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire official.

Developments of one-or two-family dwellings where the number of dwelling units exceeds 125 units shall be provided with two separate and approved fire apparatus access roads.

(d) 510.2 Emergency responder communications enhancement system in existing buildings is amended as follows:

Add to end of sentence – as required by Chapter 11 for level 3 alterations only.

(Ord. No. 6997, § 1, 3-8-2022)

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Commented [JH1]: This section is housekeeping. It was amended in the Subdivision Regulations but not updated in the code for reference.



## SUPPLEMENTAL INFORMATION

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- NEW ADDITIONS
  - GFCI Protection required for ranges, dryers and outdoor receptacles 50 amps or less
  - International Residential Code requires all splices in framing members to occur over vertical supports or shall be designed by a registered design professional
  - International Residential Code Refrigerants: section now includes provisions for the use of HVAC systems with new A2L refrigerants
  - International Residential Code: Ledger flashing shall extend a minimum 2" above the ledger board and extend horizontally not less than 4" beyond the ledger face or shall extend to the ledger face and not less than ¼" down the ledger face. Water resistant barrier shall be lapped over a vertical leg of the ledger flashing or counterflashing extending up the wall by not less than 2" or the height of the vertical flashing leg whichever is less. The barrier shall continue from the top of the ledger flashing down the wall and behind the ledger flashing and ledger.
  - International Residential Code: terminology for wall height is clearly defined and updated in the bracing table with a new figure added for clarity
  - National Electric Code: Island & Peninsular Countertop & Work Surfaces: Must have provisions provided for future addition of a receptacle outlet.
  - National Electric Code: Ceiling suspended fan outlet boxes: requires listed, manufacturer marked ceiling fan boxes in all habitable rooms.
  - National Electric Code requires expansion fittings on underground conduit emerging above ground surface for securely mounted boxes, cabinets, elbows or other conduit terminations. Requires such expansion fittings to be installed above ground.
  - Truss Design drawings to be provided to the building official and approved prior to installation.
  - The design and manufacture of metal-plate-connected wood trusses shall comply with ANSI/TP1 Section 6.2.2.5. In addition to any load cases required for the applicable end use, each roof Truss spanning 18 feet (549 cm) or more shall be designed for a single concentrated load at the mid-

point of any Chord panel that is not sheathed with structural wood sheathing. This concentrated load shall be 300 lbs. (1335 N) and shall be applied concurrently with dead load. It shall not be applied concurrently with any other load. The load duration factor for this load case shall be 1.6 or less.

- Vertical joints of wall sheathing shall occur over and be fastened to studs and horizontal joints of wall sheathing in braced wall panels shall be fastened to common blocking of 1 1/2" or thicker. Unless it can be demonstrated that double the required amount of braced wall panel is provided.
- Ceiling joists when run parallel to rafters shall be fastened to rafters in the bottom third of the span in accordance with Table 802.5.2(1). Where ceiling joists are run above the bottom third of the rafter or omitted as in a vaulted ceiling, the ridge shall be engineer designed as a beam and supported by walls or columns at each end. Where ceiling joists run perpendicular to rafters, rafters shall be tied across the structure by minimum 2x4 rafter ties or the ridge shall be designed as a beam and supported at each end.



## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-275-2026

Final Adoption: October 6, 2026

Work Session: September 14, 2026

Staff Work By: Wilson

First Reading: September 15, 2026

Presentation By: McCartt

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

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#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

If approved, the ordinance will amend the FY 2027 budget as follows:

General Fund be amended by accepting \$1,565 in Miscellaneous income and transferring salary and benefits expense in the amount of \$71,853 from park maintenance to general project fund.

Library Governing Board Fund be amended by appropriated \$700,000 in fund balance to Library Renovations project (GP2300).

General Projects Fund be amended by accepting \$700,000 from the Library Governing Board Fund for the Library Renovations Project (GP2300) and accepting \$71,853 from the General Fund for the Jack Pierce Park Upgrades Project (GP2703).

Aquatics Project Fund be amended by appropriating \$2,504,000 general obligation capital outlay note proceeds to the KAC Pool Replaster project (AQ2600) in the amount of \$1,715,000, the KAC Sprinkler Replacement project (AQ2700) in the amount of \$245,500, to the KAC Lighting Replacement project (AQ2701) in the amount of \$213,000 and to the KAC Timing System project (AQ2702) in the amount of \$330,000.

#### **Attachments:**

1. Budget Ordinance
2. Ordinance Summary

Item VIII.2.

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE  
AMENDING THE 2026-2027 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2026-2027 budget by passage of Ordinance No. 7267;  
and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the Tennessee Code Annotated, Section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I. Ordinance No. 7267 is hereby amended increasing(decreasing) the fiscal year 2026-2027 budget as follows:

| <b>General Fund: 110</b>                  | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                    |                             |                              |                               |
| Revenues                                  |                             |                              |                               |
| 110-0000-368.99-00 Miscellaneous          | 178,500                     | 180,065                      | 1,565                         |
| <b>Total</b>                              | <b>\$ 178,500</b>           | <b>\$ 180,065</b>            | <b>\$ 1,565</b>               |
| Expenses                                  |                             |                              |                               |
| 110-3003-441.20-41 Registration Fees      | 60,500                      | 62,065                       | 1,565                         |
| 110-4033-463.10-10 Salaries & Wages       | 1,238,840                   | 1,182,392                    | (56,448)                      |
| 110-4033-463.10-20 Social Security        | 94,770                      | 89,237                       | (5,533)                       |
| 110-4033-463.10-41 TCRS Retirement        | 125,485                     | 123,689                      | (1,796)                       |
| 110-4033-463.10-43 ICMA Retirement        | 43,973                      | 40,380                       | (3,593)                       |
| 110-4033-463.10-44 TCRS Stability         | 7,398                       | 6,320                        | (1,078)                       |
| 110-4033-463.10-50 Life Insurance         | 2,419                       | 2,275                        | (144)                         |
| 110-4033-463.10-52 Long Term Disability   | 2,202                       | 2,030                        | (172)                         |
| 110-4033-463.10-60 Workers' Compensation  | 53,271                      | 50,182                       | (3,089)                       |
| 110-4033-463.90-06 Purchases over \$5,000 | -                           | 71,853                       | 71,853                        |
| <b>Total</b>                              | <b>\$ 1,628,858</b>         | <b>\$ 1,630,423</b>          | <b>\$ 1,565</b>               |
| <b>Change in Fund Balance</b>             | <b>\$ (605,856)</b>         | <b>\$ (605,856)</b>          | <b>\$ -</b>                   |

| <b>Library Governing Board: 137</b>         | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|---------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                      |                             |                              |                               |
| Revenues                                    |                             |                              |                               |
| <b>Total</b>                                | <b>\$ -</b>                 | <b>\$ -</b>                  | <b>\$ -</b>                   |
| Expenses                                    |                             |                              |                               |
| 137-4540-474.70-36 Transfer to Project Fund | -                           | 700,000                      | 700,000                       |
| <b>Total</b>                                | <b>\$ -</b>                 | <b>\$ 700,000</b>            | <b>\$ 700,000</b>             |
| <b>Change in Fund Balance</b>               | <b>\$ -</b>                 | <b>\$ (700,000)</b>          | <b>\$ (700,000)</b>           |

| <b>General Project Fund: 311<br/>Library Renovations (GP2300)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                            |                             |                              |                               |
| Revenues                                                          |                             |                              |                               |
| 311-0000-391.65-00 Transfers from Library Gov Bd.                 | -                           | 700,000                      | 700,000                       |
| <b>Total</b>                                                      | <b>\$ -</b>                 | <b>\$ 700,000</b>            | <b>\$ 700,000</b>             |
| Expenses                                                          |                             |                              |                               |
| 311-0000-601.20-22 Construction Contracts                         | -                           | 700,000                      | 700,000                       |
| <b>Total</b>                                                      | <b>\$ -</b>                 | <b>\$ 700,000</b>            | <b>\$ 700,000</b>             |
| Change in Project Fund Balance                                    |                             |                              | \$ -                          |

| <b>Aquatics Project Fund: 459<br/>KAC Pool Replaster (AQ2600)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                            |                             |                              |                               |
| Revenues                                                          |                             |                              |                               |
| 459-0000-391.60-40 G.O. Capital Outlay Note 2026                  | -                           | 1,715,000                    | 1,715,000                     |
| <b>Total</b>                                                      | <b>\$ -</b>                 | <b>\$ 1,715,000</b>          | <b>\$ 1,715,000</b>           |
| Expenses                                                          |                             |                              |                               |
| 459-0000-629.20-23 Construction Contracts                         | -                           | 1,515,000                    | 1,515,000                     |
| 459-0000-629.20-22 Arch/Eng Services                              | -                           | 200,000                      | 200,000                       |
| <b>Total</b>                                                      | <b>\$ -</b>                 | <b>\$ 1,715,000</b>          | <b>\$ 1,715,000</b>           |
| Change in Project Fund Balance                                    |                             |                              | \$ -                          |



| <b>Aquatics Project Fund: 459<br/>KAC Sprinkler Replacement (AQ2700)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|--------------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                                   |                             |                              |                               |
| Revenues                                                                 |                             |                              |                               |
| 459-0000-391.60-40 G.O. Capital Outlay Note 2026                         | -                           | 245,500                      | 245,500                       |
| <b>Total</b>                                                             | <b>\$ -</b>                 | <b>\$ 245,500</b>            | <b>\$ 245,500</b>             |
| Expenses                                                                 |                             |                              |                               |
| 459-0000-629.20-23 Construction Contracts                                | -                           | 195,500                      | 195,500                       |
| 459-0000-629.20-22 Arch/Eng Services                                     | -                           | 50,000                       | 50,000                        |
| <b>Total</b>                                                             | <b>\$ -</b>                 | <b>\$ 245,500</b>            | <b>\$ 245,500</b>             |
| Change in Project Fund Balance                                           |                             |                              | \$ -                          |

| <b>Aquatics Project Fund: 459<br/>KAC Lighting Replacement (AQ2701)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-------------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                                  |                             |                              |                               |
| Revenues                                                                |                             |                              |                               |
| 459-0000-391.60-40 G.O. Capital Outlay Note 2026                        | -                           | 213,000                      | 213,000                       |
| <b>Total</b>                                                            | <b>\$ -</b>                 | <b>\$ 213,000</b>            | <b>\$ 213,000</b>             |
| Expenses                                                                |                             |                              |                               |
| 459-0000-629.20-23 Construction Contracts                               | -                           | 113,000                      | 113,000                       |
| 459-0000-629.20-22 Arch/Eng Services                                    | -                           | 100,000                      | 100,000                       |
| <b>Total</b>                                                            | <b>\$ -</b>                 | <b>\$ 213,000</b>            | <b>\$ 213,000</b>             |
| Change in Project Fund Balance                                          |                             |                              | \$ -                          |

| <b>Aquatics Project Fund: 459<br/>KAC Timing System (AQ2702)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                           |                             |                              |                               |
| Revenues                                                         |                             |                              |                               |
| 459-0000-391.60-40 G.O. Capital Outlay Note 2026                 | -                           | 330,500                      | 330,500                       |
| <b>Total</b>                                                     | <b>\$ -</b>                 | <b>\$ 330,500</b>            | <b>\$ 330,500</b>             |
| Expenses                                                         |                             |                              |                               |
| 459-0000-629.20-23 Construction Contracts                        | -                           | 230,500                      | 230,500                       |
| 459-0000-629.20-22 Arch/Eng Services                             | -                           | 100,000                      | 100,000                       |
| <b>Total</b>                                                     | <b>\$ -</b>                 | <b>\$ 330,500</b>            | <b>\$ 330,500</b>             |
| Change in Project Fund Balance                                   |                             |                              | \$ -                          |

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:

CITY OF KINGSPORT  
FISCAL YEAR 2026-2027  
BUDGET AMENDMENT AF-275-2026

**ITEM ONE: Appropriate \$1,565 in Miscellaneous Revenue to the General Fund**

The General Fund will appropriate \$1,565 in miscellaneous revenue received from a police officer trainee who resigned and reimbursed the City for police academy registration fees.

**ITEM TWO: Reallocate General Fund Salary and Benefit Savings to the Jack Pierce Playground Upgrade Project**

The General Fund experienced savings in salary and benefit expenditures due to employee retirements. These savings will be reallocated to fund Project GP2703 – Jack Pierce Playground Upgrades.

**ITEM THREE: Transfer \$700,000 from the Library Governing Board Fund to the Library Renovations Project**

The Library Governing Board has accumulated fund balance for the purpose of funding future library renovations. The Library Governing Board will transfer \$700,000 in fund balance to Project GP2300 – Library Renovations to support the planned improvements.

**ITEM FOUR: Appropriate \$1,715,000 in General Obligation Capital Outlay Note Proceeds to the KAC Pool Replaster Project**

Appropriate \$1,715,000 in General Obligation Capital Outlay Note proceeds to Project AQ2600 – KAC Pool Replaster to fund the replastering of the Kingsport Aquatic Center pool.

**ITEM FIVE: Appropriate \$245,500 in General Obligation Capital Outlay Note Proceeds to the KAC Sprinkler Replacement Project**

Appropriate \$245,500 in General Obligation Capital Outlay Note proceeds to Project AQ2700 – KAC Sprinkler Replacement to fund the replacement of the Kingsport Aquatic Center sprinkler system.

**ITEM SIX: Appropriate \$213,000 in General Obligation Capital Outlay Note Proceeds to the KAC Lighting Replacement Project**

Appropriate \$213,000 in General Obligation Capital Outlay Note proceeds to Project AQ2701 – KAC Lighting Replacement. The project will replace lighting materials in the indoor pool area that have not lasted as intended due to the use of unsuitable materials for the environment.

**ITEM SEVEN: Appropriate \$330,000 in General Obligation Capital Outlay Note Proceeds to the KAC Timing System Project**

Appropriate \$330,000 in General Obligation Capital Outlay Note proceeds to Project AQ2702 – KAC Timing System. The project will replace the timing system in the indoor pool area allowing the facility to meet current competitive swim meet timing standards.



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Airport Parkway Annexation**

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

Action Form No.: AF-262-2026  
Work Session: August 31, 2026  
First Reading: September 1, 2026

**Final Adoption: September 15, 2026**  
Staff Work By: S. Cooper/Committee  
Presentation By: S. Cooper

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

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#### **Recommendation:**

Approve the Zoning Ordinance

#### **Executive Summary:**

If approved, this annexation of city-owned property will bring approximately 1.7 acres into the city limits. The purpose of the annexation is to allow Project Inlet to proceed forward with their Master Plan approved at the July 16, 2026 Planning Commission meeting. The 1.7 acre parcel will be combined with the larger adjacent 41.41 acre parcel.

The proposed zone for the annexation site is M-X, Mixed-Use District. Designating the annexation site M-X will appropriately match the adjacent zoning districts; as well as match the zoning designation for the principal +/- 41.41 acre parcel devoted to Project Inlet. Water currently runs along Airport Parkway and sewer will be helped serviced to the 41.41 acre site via a lift station.

Supplemental information displaying the annexation area as well as the Master Plan for the Project Inlet site are attached for further review. No public comment has been received for this annexation. During the August 20, 2026 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Aldermen to approve the annexation, zoning, and plan of services for this annexation.

The public hearing notice was published on August 6, 2026.

#### **Attachments:**

1. Zoning Ordinance

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED AIRPORT PARKWAY FROM COUNTY M-1, LIGHT MANUFACTURING DISTRICT, TO M-X, MIXED-USE DISTRICT, IN THE 18<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Airport Parkway from County M-1, Light Manufacturing District, to M-X, Mixed-Use District, in the 18<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT AN IRON ROD WITH CAP (TH&P), SAID ROD LOCATED ON THE SOUTHWESTERLY SIDELINE OF AIRPORT PARKWAY (CONTROLLED ACCESS) AND A CORNER TO SULLIVAN COUNTY ECONOMIC PARTNERSHIP (DEED BOOK 3623, PAGE 2807). THENCE LEAVING SAID SIDELINE AND ALONG SULLIVAN COUNTY ECONOMIC PARTNERSHIP NORTH 58° 18' 08" WEST, A DISTANCE OF 69.95 FEET TO AN IRON ROD WITH CAP (TH&P) AND NORTH 36° 14' 57" WEST, A DISTANCE OF 533.37 FEET TO A 3/8" IRON ROD (OLD) BENT, SAID ROD IN THE LINE OF SUMMERS TAYLOR, INC. (DEED BOOK 3180, PAGE 2446). THENCE ALONG SUMMERS TAYLOR, INC. NORTH 51° 49' 46" EAST, A DISTANCE OF 230.67 FEET TO A TYPE "C" HIGHWAY MONUMENT, SAID MONUMENT LOCATED ON THE SOUTHWESTERLY SIDELINE OF AIRPORT PARKWAY (CONTROLLED ACCESS). THENCE LEAVING SUMMERS TAYLOR, INC. AND ALONG SAID SIDELINE SOUTH 17° 37' 08" EAST, A DISTANCE OF 639.44 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.746 ACRES, MORE OR LESS; AS SHOWN IN PLAT BOOK 60 PAGE 477 IN THE SULLIVAN COUNTY REGISTERS OFFICE.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

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

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

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-268-2026

Work Session: August 31, 2026

First Reading: September 1, 2026

**Final Adoption: September 15, 2026**

Staff Work By: Wilson

Presentation By: McCartt

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

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#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

If approved, the ordinance will amend the FY 2027 budget as follows:

General Fund be amended by decreasing residential property tax revenues by \$484,000, by accepting a \$1,000 grant from Spark Good for Fire prevention, by transferring \$43,344 to the Community Development Fund and accepting \$300,000 from General Projects Fund for an emergency infrastructure repair.

Noncapital Projects Fund be amended by accepting a THSO Coordinator Grant from the State of TN in the amount of \$20,000 a TN Hwy Safety Grant in the amount of \$39,900 and Homeland Security Grant in the amount of \$77,842 for Cybersecurity.

Community Development Fund be amended by accepting \$43,344 to cover match for Emergency Solutions Grant on Salaries and related benefits.

Justice Assist Grant Fund be amended by accepting \$28,157 from Bureau of Justice for technology purchases.

General Projects Fund be amended by accepting a \$100,000 grant from the State of TN to replace the wooden floating bridge at Bays Mountain Park, \$100,000 grant from the State of TN for library renovations, and transferring \$300,000 from Future Projects project to General Fund for emergency infrastructure repair.

#### **Attachments:**

1. Budget Ordinance
2. Ordinance Summary

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

CITY OF KINGSPORT  
FISCAL YEAR 2026-2027  
BUDGET AMENDMENT AF-268-2026

**ITEM ONE: Accept \$1,000 Spark Good Grant**

The General Fund will accept a \$1,000 grant from Spark Good. The grant will be used to support fire prevention activities.

**ITEM TWO: General Fund Reduces Budgeted Property Tax Revenues by \$484,000**

The General Fund budget will be amended to reduce budgeted property tax revenue by \$484,000. This adjustment is necessary because the City maintained its property tax rate at \$1.6773 rather than adopting the State-established equalization rate of \$1.7098. The lower rate results in less property tax revenue than originally budgeted.

**ITEM THREE: Transfer \$43,344 to Community Development for Emergency Solutions Grant Match**

The General Fund will transfer \$43,344 to the Community Development Fund. This transfer provides the City's required local match for the Emergency Solutions Grant and will fund a portion of the salary and benefits of the Homeless Outreach Coordinator.

**ITEM FOUR: Set Up Project for TN Highway Safety Office Grant- \$20,000**

The Noncapital Projects Fund will accept \$20,000 from the Tennessee Highway Safety Office (THSO) and establish Project NC2702 – TN Highway Safety Office Grant. The grant will help fund the purchase of traffic enforcement and traffic safety equipment to support law enforcement and improve roadway safety.

**ITEM FIVE: Establish TN Highway Safety Office Coordinator Grant – \$39,900**

The Noncapital Projects Fund will accept \$39,900 from the Tennessee Highway Safety Office and establish Project NC2703 – THSO Coordinator Grant. The funds will pay for salary and benefits for the network coordinator who assists THSO with its Law Enforcement Liaison Program.

**ITEM SIX: Set Up Project for TN Cybersecurity Grant- \$77,842**

The Noncapital Projects Fund will accept \$77,842 from the Tennessee State and Local Cybersecurity Grant Program and establish Project NC2704 – Cybersecurity Grant. The funds will be used to purchase cybersecurity tools and technology to protect City systems from ransomware, unauthorized access, and other cyber threats.

**ITEM SEVEN: Establish Emergency Solutions Grant Project – \$43,344**

The Community Development Fund will accept a \$43,344 transfer from the General Fund and establish Project CD2617 – Emergency Solutions Grant. The transfer provides the City's required match for the Emergency Solutions Grant. Grant funds will be used to pay a portion of the Homeless Outreach Coordinator's salary and benefits.



**ITEM EIGHT: Establish Justice Assistance Technology Grant – \$28,157**

The Justice Assistance Grant Fund will accept \$28,157 from the Bureau of Justice Assistance and establish Project JG2700 – Justice Assistance/Technology Grant. The funds will be used to purchase equipment that supports law enforcement operations and community safety..

**ITEM NINE: Accept \$100,000 Library Renovation Grant**

The Capital Projects Fund will accept \$100,000 from the Tennessee State Library and Archives and add the funds to Project GP2300 – Library Renovations. The grant will provide additional funding to continue renovations at the public library.

**ITEM TEN: Accept \$100,000 Tourism Development Grant for Floating Bridge**

The Capital Projects Fund will accept \$100,000 from the Tennessee Department of Tourist Development and add the funds to Project GP2702 – Floating Bridge Project. The grant will help fund construction of a new floating bridge at Bays Mountain Park, supporting improvements to the park's visitor amenities and recreational facilities.

**ITEM ELEVEN: Transfer for Emergency Infrastructure Repair – \$300,000**

The Capital Projects Fund will transfer \$300,000 from GP9999 – Future Projects to the General Fund to support emergency repairs to a sinkhole in the right-of-way of Olympian Way.

**AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE  
AMENDING THE 2026-2027 FISCAL YEAR BUDGET**

WHEREAS, the City adopted the fiscal year 2026-2027 budget by passage of Ordinance No. 7267; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code* Annotated, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance No. 7267 is hereby amended increasing(decreasing) the fiscal year 2026-2027 budget as follows:

| <b>General Fund: 110</b>                           | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|----------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                             |                             |                              |                               |
| Revenues                                           |                             |                              |                               |
| 110-0000-368.99-00 Miscellaneous                   | 177,500                     | 178,500                      | 1,000                         |
| 110-0000-311.10-30 Residential Property Tax        | 23,933,800                  | 23,449,800                   | (484,000)                     |
| 110-0000-391.36-00 Transfer from Gen Projects Fund | -                           | 300,000                      | 300,000                       |
| <b>Total</b>                                       | <b>\$ 24,111,300</b>        | <b>\$ 23,928,300</b>         | <b>\$ (183,000)</b>           |
| Expenses                                           |                             |                              |                               |
| 110-4804-481.70-55 Community Development           | -                           | 43,344                       | 43,344                        |
| 110-3001-441.10-10 SALARIES AND WAGES              | 1,316,756                   | 1,296,232                    | (20,524)                      |
| 110-3001-441.10-20 SOCIAL SECURITY                 | 100,734                     | 99,164                       | (1,570)                       |
| 110-3001-441.10-30 GROUP HEALTH INSURANCE          | 154,176                     | 149,688                      | (4,488)                       |
| 110-3001-441.10-42 TCRS HYBRID RETIREMENT          | 7,858                       | 7,232                        | (626)                         |
| 110-3001-441.10-43 ICMA RETIREMENT                 | 12,883                      | 11,857                       | (1,026)                       |
| 110-3001-441.10-44 TCRS STABILIZATION %            | 2,448                       | 2,253                        | (195)                         |
| 110-3001-441.10-50 LIFE INSURANCE                  | 5,076                       | 5,035                        | (41)                          |
| 110-3001-441.10-60 WORKMEN'S COMPENSATION          | 264                         | 259                          | (5)                           |
| 110-3001-441.10-61 UNEMPLOYMENT INSURANCE          | 720                         | 710                          | (10)                          |
| 110-3501-451.30-22 Maintenance Supplies            | 66,708                      | 67,708                       | 1,000                         |
| 110-4024-462.20-55 Repairs & Maintenance           | -                           | 300,000                      | 300,000                       |
| <b>Total</b>                                       | <b>\$ 1,667,623</b>         | <b>\$ 1,983,482</b>          | <b>\$ 315,859</b>             |
| <b>Change in Fund Balance</b>                      | <b>\$ (106,997)</b>         | <b>\$ (605,856)</b>          | <b>\$ (498,859)</b>           |

| <b>Noncapital Projects Fund: 111<br/>TN HWY SAFETY OFFICE GRANT (NC2702)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|------------------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                                       |                             |                              |                               |
| Revenues                                                                     |                             |                              |                               |
| 111-0000-337.60-10 Safety/ Homeland Security                                 | -                           | 20,000                       | 20,000                        |
| <b>Total</b>                                                                 | <b>\$ -</b>                 | <b>\$ 20,000</b>             | <b>\$ 20,000</b>              |
| Expenses                                                                     |                             |                              |                               |
| 111-0000-601.30-40 Travel                                                    | -                           | 4,084                        | 4,084                         |
| 111-0000-601.30-20 Operating Supplies & Tools                                | -                           | 15,916                       | 15,916                        |
| <b>Total</b>                                                                 | <b>\$ -</b>                 | <b>\$ 20,000</b>             | <b>\$ 20,000</b>              |
| Change in Project Fund Balance                                               |                             |                              | \$ -                          |

| <b>Noncapital Projects Fund: 111<br/>THSO COORDINATOR GRANT (NC2703)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|--------------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                                   |                             |                              |                               |
| Revenues                                                                 |                             |                              |                               |
| 111-0000-337.60-10 Safety/ Homeland Security                             | -                           | 39,900                       | 39,900                        |
| <b>Total</b>                                                             | <b>\$ -</b>                 | <b>\$ 39,900</b>             | <b>\$ 39,900</b>              |
| Expenses                                                                 |                             |                              |                               |
| 111-0000-601.10-11 OVERTIME                                              | -                           | 31,205                       | 31,205                        |
| 111-0000-601.10-20 SOCIAL SECURITY                                       | -                           | 2,295                        | 2,295                         |
| 111-0000-601.10-41 TCRS RETIREMENT                                       | -                           | 3,000                        | 3,000                         |
| 111-0000-601.10-42 TCRS HYBRID RETIREMENT                                | -                           | 1,000                        | 1,000                         |
| 111-0000-601.10-43 ICMA RETIREMENT                                       | -                           | 1,500                        | 1,500                         |
| 111-0000-601.10-50 LIFE INSURANCE                                        | -                           | 40                           | 40                            |
| 111-0000-601.10-52 LONG TERM DISABILITY INS                              | -                           | 50                           | 50                            |
| 111-0000-601.10-60 WORKMEN'S COMPENSATION                                | -                           | 800                          | 800                           |
| 111-0000-601.10-61 UNEMPLOYMENT INSURANCE                                | -                           | 10                           | 10                            |
| <b>Total</b>                                                             | <b>\$ -</b>                 | <b>\$ 39,900</b>             | <b>\$ 39,900</b>              |
| Change in Project Fund Balance                                           |                             |                              | \$ -                          |

| <b>Noncapital Projects Fund: 111<br/>CYBERSECURITY GRANT (NC2704)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-----------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                                |                             |                              |                               |
| Revenues                                                              |                             |                              |                               |
| 111-0000-337.60-10 Safety/ Homeland Security                          | -                           | 77,842                       | 77,842                        |
| <b>Total</b>                                                          | <b>\$ -</b>                 | <b>\$ 77,842</b>             | <b>\$ 77,842</b>              |
| Expenses                                                              |                             |                              |                               |
| 111-0000-601.20-57 Computer Repairs/ Maint.                           | -                           | 77,842                       | 77,842                        |
| <b>Total</b>                                                          | <b>\$ -</b>                 | <b>\$ 77,842</b>             | <b>\$ 77,842</b>              |
| Change in Project Fund Balance                                        |                             |                              | \$ -                          |

| <b>Community Development Fund: 124<br/>EMERGENCY SOLUTIONS GRANT (CD2617)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-------------------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                                        |                             |                              |                               |
| Revenues                                                                      |                             |                              |                               |
| 124-0000-391.01-00 From General Fund                                          | 66,302                      | 109,646                      | 43,344                        |
| <b>Total</b>                                                                  | <b>\$ 66,302</b>            | <b>\$ 109,646</b>            | <b>\$ 43,344</b>              |
| Expenses                                                                      |                             |                              |                               |
| 124-0000-603.10-10 SALARIES AND WAGES                                         | 130,672                     | 166,055                      | 35,383                        |
| 124-0000-603.10-20 SOCIAL SECURITY                                            | 10,875                      | 12,445                       | 1,570                         |
| 124-0000-603.10-30 GROUP HEALTH INSURANCE                                     | 12,354                      | 16,842                       | 4,488                         |
| 124-0000-603.10-42 TCRS HYBRID RETIREMENT                                     | 3,526                       | 4,152                        | 626                           |
| 124-0000-603.10-43 ICMA RETIREMENT                                            | 7,108                       | 8,134                        | 1,026                         |
| 124-0000-603.10-44 TCRS STABILIZATION %                                       | 2,161                       | 2,356                        | 195                           |
| 124-0000-603.10-50 LIFE INSURANCE                                             | 285                         | 326                          | 41                            |
| 124-0000-603.10-60 WORKMEN'S COMPENSATION                                     | 2,118                       | 2,123                        | 5                             |
| 124-0000-603.10-61 UNEMPLOYMENT INSURANCE                                     | 80                          | 90                           | 10                            |
| <b>Total</b>                                                                  | <b>\$ 169,179</b>           | <b>\$ 212,523</b>            | <b>\$ 43,344</b>              |
| Change in Project Fund Balance                                                |                             |                              | \$ -                          |

| <b>Justice Assist Grant Fund: 134<br/>Justice Assist/ Technology (JG2700)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-------------------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                                        |                             |                              |                               |
| Revenues                                                                      |                             |                              |                               |
| 134-0000-331.45-37 Bureau of Justice - JAG                                    | -                           | 28,157                       | 28,157                        |
| <b>Total</b>                                                                  | <b>\$ -</b>                 | <b>\$ 28,157</b>             | <b>\$ 28,157</b>              |
| Expenses                                                                      |                             |                              |                               |
| 134-3030-443.90-06 Purchases \$5,000 & Over                                   | -                           | 28,157                       | 28,157                        |
| <b>Total</b>                                                                  | <b>\$ -</b>                 | <b>\$ 28,157</b>             | <b>\$ 28,157</b>              |
| Change in Project Fund Balance                                                |                             |                              | \$ -                          |

| <b>General Project Fund: 311<br/>Library Renovations (GP2300)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                            |                             |                              |                               |
| Revenues                                                          |                             |                              |                               |
| 311-0000-332.69-00 Misc. Other State                              | -                           | 100,000                      | 100,000                       |
| <b>Total</b>                                                      | <b>\$ -</b>                 | <b>\$ 100,000</b>            | <b>\$ 100,000</b>             |
| Expenses                                                          |                             |                              |                               |
| 311-0000-601.20-22 Construction Contracts                         | -                           | 100,000                      | 100,000                       |
| <b>Total</b>                                                      | <b>\$ -</b>                 | <b>\$ 100,000</b>            | <b>\$ 100,000</b>             |
| Change in Project Fund Balance                                    |                             |                              | \$ -                          |

| <b>General Project Fund: 311<br/>Floating Bridge Project (GP2702)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|-----------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                                |                             |                              |                               |
| Revenues                                                              |                             |                              |                               |
| 311-0000-332.69-00 Misc. Other State                                  | -                           | 100,000                      | 100,000                       |
| <b>Total</b>                                                          | <b>\$ -</b>                 | <b>\$ 100,000</b>            | <b>\$ 100,000</b>             |
| Expenses                                                              |                             |                              |                               |
| 311-0000-601.20-22 Construction Contracts                             | -                           | 100,000                      | 100,000                       |
| <b>Total</b>                                                          | <b>\$ -</b>                 | <b>\$ 100,000</b>            | <b>\$ 100,000</b>             |
| Change in Project Fund Balance                                        |                             |                              | \$ -                          |

| <b>General Project Fund: 311<br/>Future Project Funding (GP9999)</b> | <b>FY 2027<br/>Budgeted</b> | <b>FY 2027<br/>Estimated</b> | <b>Proposed<br/>Amendment</b> |
|----------------------------------------------------------------------|-----------------------------|------------------------------|-------------------------------|
| <b>Appropriations:</b>                                               |                             |                              |                               |
| Revenues                                                             |                             |                              |                               |
| 311-0000-391.01-00 From General Fund                                 | 589,123                     | 289,123                      | (300,000)                     |
| <b>Total</b>                                                         | <b>\$ 589,123</b>           | <b>\$ 289,123</b>            | <b>\$ (300,000)</b>           |
| Expenses                                                             |                             |                              |                               |
| 311-0000-601.90-03 Improvements                                      | 601,901                     | 301,901                      | (300,000)                     |
| <b>Total</b>                                                         | <b>\$ 601,901</b>           | <b>\$ 301,901</b>            | <b>\$ (300,000)</b>           |
| Change in Project Fund Balance                                       |                             |                              | \$ -                          |

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

### **Consideration of a Resolution to Enter into a Professional Services Agreement with LJA Engineering, Inc. to Provide Engineering and Flow Monitoring Services for the Madd Branch Sewer Basin**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-245-2026

Work Session: September 14, 2026

First Reading: N/A

Final Adoption: September 15, 2026

Staff Work By: Will Stallard

Presentation By: Ryan McReynolds

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

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City would enter into an agreement with LJA Engineering, Inc in the amount of \$161,745 to provide flow monitoring for the Lincoln Street Area in the Madd Branch Sewer Basin.

To properly plan for future capital expenditures, in-depth monitoring of sewer flows during rainy periods is necessary to assess the overall capacity of the sewer system. The Madd Branch Sewer Drainage Basin has seen increased development over the past few years, and the sewer system needs assessment.

The project will cover approximately 153,700 linear feet of main line sewer in the drainage basin and will use 14 temporary wastewater flow meters and 2 temporary rain gauges for 90 days. The data collected will be used to identify areas with capacity or inflow and infiltration concerns and prioritize capital improvements that need immediate or longer-term remediation to meet current needs and future development.

The cost for this project is \$161,745, and funds are identified in the sewer operating budget.

#### **Attachments:**

1. Resolution
2. Engineering Agreement
3. Location Map

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LJA ENGINEERING, INC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has been looking into in-depth monitoring of sewer flows during rainy periods as necessary to assess the overall capacity of the sewer system, and the Madd Branch Sewer Drainage Basin has seen increased development over the past few years, and the sewer system needs assessment; and

WHEREAS, staff recommends entering into an agreement with LJA Engineering, Inc. to provide flow monitoring for the Lincoln Street Area in the Madd Branch Sewer Basin; and

WHEREAS, the project will cover approximately 153,700 linear feet of main line sewer in the drainage basin and will use 14 temporary wastewater flow meters and 2 temporary rain gauges for 90 days and the data collected will be used to identify areas with capacity or inflow and infiltration concerns and prioritize capital improvements that need immediate or longer-term remediation to meet current needs and future development; and

WHEREAS, the cost for this project is \$161,745, and funds are identified in the sewer operating budget.

Now therefore,

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

SECTION I. That the Professional Services Agreement with LJA Engineering, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Professional Services Agreement with LJA Engineering, Inc, 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 15th day of September, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



August 26, 2026

Mr. Chad Austin, PE  
Assistant Utility Director  
City of Kingsport  
1113 Konnarock Road  
Kingsport, Tennessee 37664

**RE: Engineering Services as Related to the  
Lincoln Street Flow Monitoring Study  
Kingsport, Tennessee 37664  
LJA Proposal No. 20260818**

Dear Mr. Austin,

LJA Engineering, Inc. ("LJA") is pleased to provide this proposal for engineering services associated with Lincoln Street Flow Monitoring Study. This task order is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on November 28, 2022, by and between LJA Engineering, Inc and City of Kingsport ("Client").

## **Background**

LJA staff has coordinated with the Client for flow monitoring within a portion of sanitary sewer system identified as the Lincoln Street Area (Exhibit A) within the Madd Branch Basin outlining the proposed flow monitoring basins.

The Scope of Services would be similar to each of the previous flow monitoring studies conducted within portions of the collection system by LJA and are described in detail below.

## **Scope of Services**

### **1.0 Mobilization, Site Location, Installation & Field Coordination**

- LJA staff has coordinated with the Client to identify the proposed flow monitoring basins. LJA staff will coordinate with the subcontractor to confirm proposed monitoring sites in which to install flow monitoring equipment that will provide the information needed to determine the volume of increase during wet weather events. LJA staff and subcontractor will perform site investigations in the field to verify that proper hydraulics exists to yield acceptable flow monitoring results. LJA will also investigate adjacent manholes in order to identify the most suitable monitoring locations. LJA will provide the Client installation information once all meters have been installed. LJA will communicate with the Client during the installation process as necessary to obtain information and/or verify details.

### **2.0 Flow Monitoring & Rain Gauge Operation & Maintenance**

- LJA staff will coordinate with subcontractor to perform required operation and maintenance on the installed equipment. It is anticipated that fourteen (14) gravity meters and two (2) rain gauge will be utilized for a period of up to 90 calendar days to verify flow and rain quantities, respectively. Should it become necessary to increase the monitoring time in the absence of wet weather, LJA staff will coordinate with the Client and present a contract addendum for approval prior to the end of the 90-day study period.

- Field calibrations will be performed as needed along with all spare parts and equipment necessary to maintain the equipment once installed. (Note: Exact flow monitoring locations will be determined at the time the agreement is authorized and include some coordination of details with the Client and subcontractor.)
- LJA will utilize the ISCO Model 2150 area-velocity flow monitor to measure flow on all gravity sites and the ISCO Model 674 rain gauge tipping bucket to record rainfall. Flow depths and velocities will be independently measured and recorded on a 5-minute or 15-minute interval. Flow quantities will be calculated using the area-velocity relationship. LJA will maintain properly licensed software required to collect data and service all monitoring equipment throughout the duration of the project. LJA will facilitate field work utilizing a subcontractor with trained field crews to service the equipment as directed by the data analyst. LJA will proactively review each site for potential downtime (battery voltage, etc.). Independent field confirmation techniques shall be utilized as needed to verify depth and velocity.

### **3.0 Management, Engineering, Report, and Final Data Submittal**

- Once all data is collected, LJA staff will finalize data to ensure accuracy. Basic deliverables will be submitted to the Client as part of the final technical memorandum and will include monthly hydrographs and listings for depth, velocity, flow, and rain (Exhibit B). LJA staff will evaluate the flow data during both “dry” and wet weather periods to determine the extent of I/I volume observed during associated rain events. (Note: Given the meters will likely be installed during a wintertime season, true “dry” weather conditions will not exist and will therefore be analyzed based on relative conditions.) A technical memorandum will be prepared to summarize the findings by completing a rain-dependent inflow & infiltration (RDII) analysis incorporating associated graphs, figures, tables, and narrative (Exhibit C). LJA will present these results to the Client in person with supporting documentation provided electronically in PDF format.

### **Client’s Responsibilities**

Client shall be responsible for the following items:

- Provide assistance in locating and accessing the strategic manholes identified for monitoring sites.
- Provide coordination with property owners to access manholes as needed.
- Provide assistance in accessing a secure location suitable for rain gauge installation.
- Providing updated GIS layers and associated information required to complete the assessment and final memorandum.

## Compensation

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

| Item No.     | Description                                                | Units | Unit Cost |           | Total             |
|--------------|------------------------------------------------------------|-------|-----------|-----------|-------------------|
| 1a           | Mobilization/Site Location/Installation/Field Coordination | 14    | \$        | 2,900.00  | \$ 40,600.00      |
| 1b           | Mobilization/Rain Gauge Installation                       | 2     | \$        | 1,150.00  | \$ 2,300.00       |
| 2a           | Meter Operation & Maintenance                              | 1,260 | \$        | 55.00     | \$ 69,300.00      |
| 2b           | Rain Gauge Operation & Maintenance                         | 90    | \$        | 11.50     | \$ 1,035.00       |
| 3            | Management/Engineering Reporting/Final Data Submittal      | LS    | \$        | 48,510.00 | \$ 48,510.00      |
| <b>TOTAL</b> |                                                            |       |           | <b>\$</b> | <b>161,745.00</b> |

\*NOTE: Weekly extensions can be provided at the unit rates above as needed and authorized via contract addendum. Additional fees may be required for the final reporting and deliverables.

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

## Schedule

LJA staff will coordinate with the subcontractor for installation of the flow meters once seasonal wet weather begins upon receiving authorization to proceed. It is anticipated this will be December 2026/January 2027 to ensure wet weather data is collected. The final report will be ready to present approximately 45 days following the last day of metering.

## Reimbursables and additional services

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

### Authorization

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

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

Sincerely,



Travis E. Wilson, PE  
Vice President

### CITY OF KINGSPORT

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

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

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

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

TEW

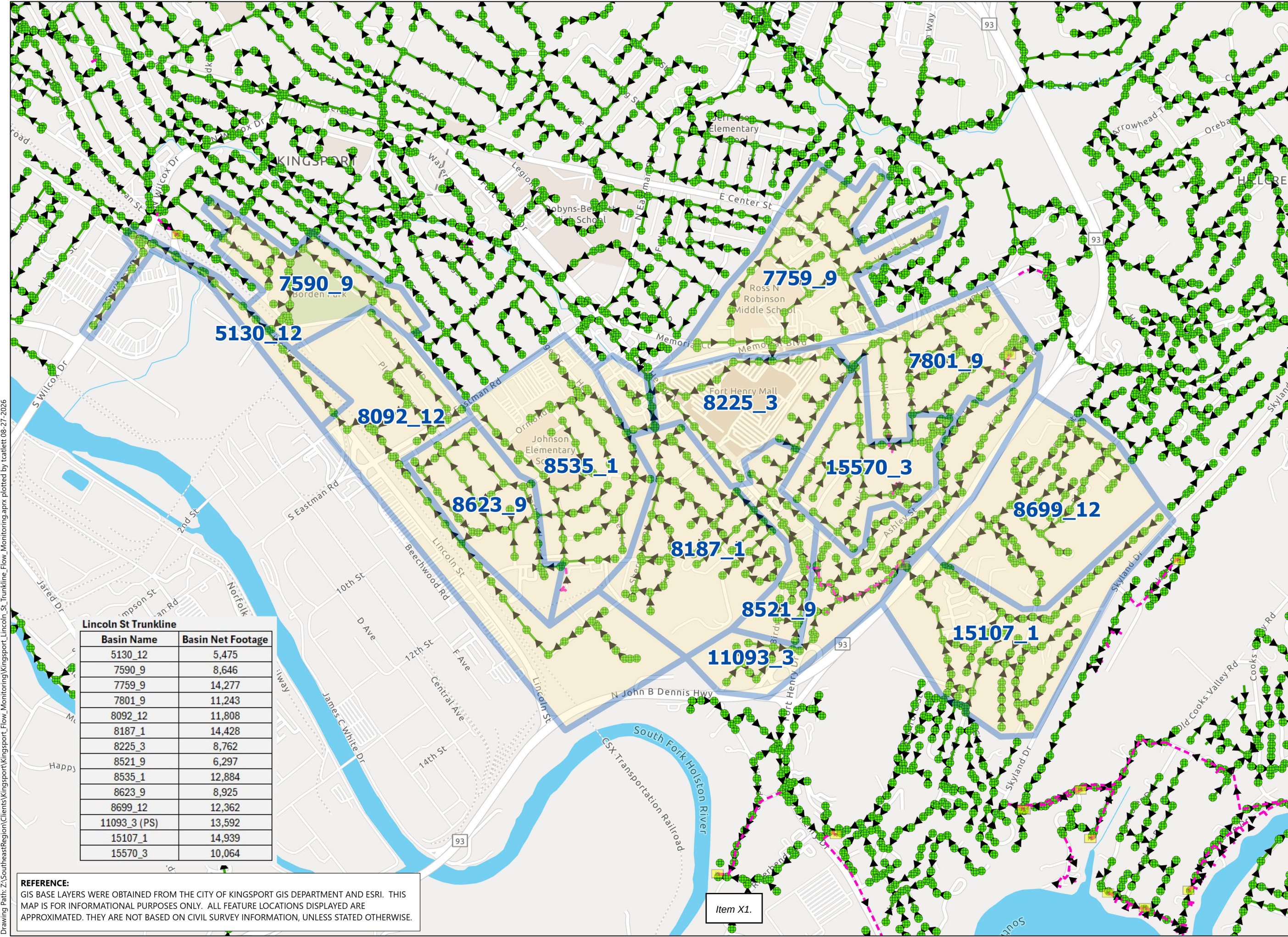
Attachments

## **Exhibit A**

# **Flow Monitoring Basins**



Drawing Path: Z:\SoutheastRegion\Clients\Kingsport\Kingsport\_Flow\_Monitoring\Kingsport\_Lincoln\_St\_Trunkline\_Flow\_Monitoring.aprx plotted by tsatlatt 08-27-2026



| Lincoln St Trunkline |                   |
|----------------------|-------------------|
| Basin Name           | Basin Net Footage |
| 5130_12              | 5,475             |
| 7590_9               | 8,646             |
| 7759_9               | 14,277            |
| 7801_9               | 11,243            |
| 8092_12              | 11,808            |
| 8187_1               | 14,428            |
| 8225_3               | 8,762             |
| 8521_9               | 6,297             |
| 8535_1               | 12,884            |
| 8623_9               | 8,925             |
| 8699_12              | 12,362            |
| 11093_3 (PS)         | 13,592            |
| 15107_1              | 14,939            |
| 15570_3              | 10,064            |

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

# City of Kingsport

## Lincoln St Flow Monitoring Map

Page 1 of 1

**Legend**

Lincoln St Trunkline Flow Basins

**DATE:**  
8/27/2026

Exhibit A

  
KINGSFORT  
TENNESSEE

  
LJA ENGINEERING

LJA Engineering | 1111 N. Northshore,  
Suite N-800 Knoxville, TN 37919 | www.lja.com

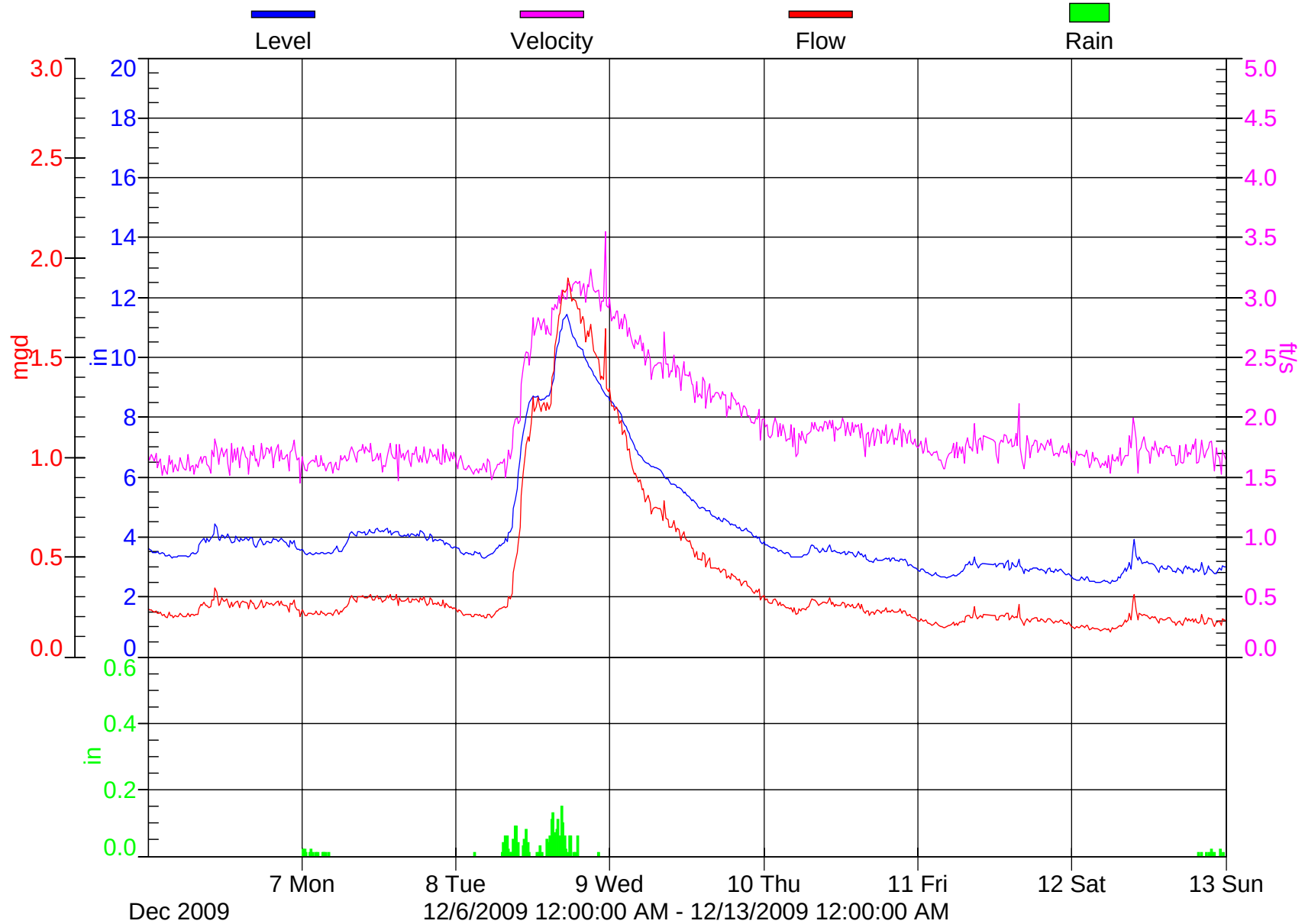


## **Exhibit B**

# **Standard Flow Monitoring Deliverables**

# Weekly Depth, Velocity, Flow

14.25" Diameter Round Pipe



Item X1.



| BB1087 Hourly Data Min/Max Depth, Velocity, and Flow<br>8.00" Diameter Pipe |                       |                       |                               |                               |                       |                       |                             |
|-----------------------------------------------------------------------------|-----------------------|-----------------------|-------------------------------|-------------------------------|-----------------------|-----------------------|-----------------------------|
| Date/Time                                                                   | Minimum<br>Level (in) | Maximum<br>Level (in) | Minimum<br>Velocity<br>(ft/s) | Maximum<br>Velocity<br>(ft/s) | Minimum<br>Flow (mgd) | Maximum<br>Flow (mgd) | Summary<br>Rainfall<br>(in) |
| 4/26/2007 12:00:00 AM                                                       | 1.2                   | 2.4                   | 0.3                           | 0.6                           | 0.010                 | 0.028                 | 0.42                        |
| 4/27/2007 12:00:00 AM                                                       | 1.2                   | 2.4                   | 0.3                           | 0.5                           | 0.011                 | 0.022                 | 0.00                        |
| 4/28/2007 12:00:00 AM                                                       | 1.2                   | 2.4                   | 0.3                           | 0.6                           | 0.009                 | 0.025                 | 0.17                        |
| 4/29/2007 12:00:00 AM                                                       | 1.2                   | 2.4                   | 0.3                           | 0.4                           | 0.010                 | 0.015                 | 0.00                        |
| 4/30/2007 12:00:00 AM                                                       | 1.2                   | 2.4                   | 0.3                           | 0.5                           | 0.011                 | 0.025                 | 0.00                        |
| 5/1/2007 12:00:00 AM                                                        | 1.2                   | 2.4                   | 0.3                           | 0.5                           | 0.010                 | 0.021                 | 0.00                        |
| 5/2/2007 12:00:00 AM                                                        | 1.2                   | 2.4                   | 0.3                           | 0.5                           | 0.011                 | 0.023                 | 0.14                        |
| 5/3/2007 12:00:00 AM                                                        | 1.2                   | 2.4                   | 0.3                           | 0.5                           | 0.012                 | 0.027                 | 0.01                        |
| 5/4/2007 12:00:00 AM                                                        | 1.2                   | 2.4                   | 0.3                           | 0.5                           | 0.011                 | 0.024                 | 0.42                        |
| 5/5/2007 12:00:00 AM                                                        | 1.2                   | 6.0                   | 0.4                           | 0.8                           | 0.015                 | 0.118                 | 0.61                        |
| 5/6/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.4                           | 0.5                           | 0.018                 | 0.024                 | 0.00                        |
| 5/7/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.4                           | 0.6                           | 0.017                 | 0.029                 | 0.00                        |
| 5/8/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.4                           | 0.5                           | 0.015                 | 0.029                 | 0.00                        |
| 5/9/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.3                           | 0.5                           | 0.014                 | 0.028                 | 0.00                        |
| 5/10/2007 12:00:00 AM                                                       | 2.4                   | 2.4                   | 0.3                           | 0.5                           | 0.015                 | 0.037                 | 0.00                        |
| 5/11/2007 12:00:00 AM                                                       | 2.4                   | 52.8                  | 0.3                           | 0.7                           | 0.022                 | 0.156                 | 0.29                        |
| 5/12/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.5                           | 0.7                           | 0.038                 | 0.073                 | 0.00                        |
| 5/13/2007 12:00:00 AM                                                       | 2.4                   | 2.4                   | 0.4                           | 0.5                           | 0.031                 | 0.041                 | 0.00                        |
| 5/14/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.4                           | 0.5                           | 0.027                 | 0.045                 | 0.00                        |
| 5/15/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.4                           | 0.6                           | 0.025                 | 0.048                 | 0.10                        |
| 5/16/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.3                           | 0.6                           | 0.025                 | 0.054                 | 0.36                        |
| 5/17/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.4                           | 0.5                           | 0.026                 | 0.042                 | 0.00                        |
| 5/18/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.3                           | 0.4                           | 0.023                 | 0.036                 | 0.00                        |
| 5/19/2007 12:00:00 AM                                                       | 2.4                   | 2.4                   | 0.3                           | 0.3                           | 0.019                 | 0.024                 | 0.00                        |
| 5/20/2007 12:00:00 AM                                                       | 2.4                   | 2.4                   | 0.3                           | 0.3                           | 0.017                 | 0.022                 | 0.00                        |
| 5/21/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.3                           | 0.4                           | 0.019                 | 0.032                 | 0.00                        |
| 5/22/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.2                           | 0.4                           | 0.016                 | 0.036                 | 0.00                        |
| 5/23/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.3                           | 0.4                           | 0.017                 | 0.034                 | 0.00                        |
| 5/24/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.3                           | 0.4                           | 0.017                 | 0.033                 | 0.00                        |
| 5/25/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.3                           | 0.4                           | 0.017                 | 0.032                 | 0.00                        |
| 5/26/2007 12:00:00 AM                                                       | 2.4                   | 2.4                   | 0.3                           | 0.3                           | 0.017                 | 0.021                 | 0.00                        |
| 5/27/2007 12:00:00 AM                                                       | 2.4                   | 2.4                   | 0.2                           | 0.3                           | 0.015                 | 0.021                 | 0.00                        |
| 5/28/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.3                           | 0.4                           | 0.017                 | 0.031                 | 0.00                        |
| 5/29/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.2                           | 0.5                           | 0.014                 | 0.034                 | 0.00                        |
| 5/30/2007 12:00:00 AM                                                       | 2.4                   | 2.4                   | 0.2                           | 0.4                           | 0.012                 | 0.026                 | 0.00                        |
| 5/31/2007 12:00:00 AM                                                       | 2.4                   | 3.6                   | 0.3                           | 0.5                           | 0.015                 | 0.035                 | 0.00                        |
| 6/1/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.3                           | 0.4                           | 0.014                 | 0.032                 | 0.00                        |
| 6/2/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.3                           | 0.4                           | 0.013                 | 0.022                 | 0.00                        |
| 6/3/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.3                           | 0.4                           | 0.016                 | 0.023                 | 0.00                        |
| 6/4/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.3                           | 0.7                           | 0.015                 | 0.048                 | 0.02                        |
| 6/5/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.3                           | 0.5                           | 0.014                 | 0.033                 | 0.00                        |
| 6/6/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.3                           | Item X1.                      | 0.012                 | 0.031                 | 0.00                        |
| 6/7/2007 12:00:00 AM                                                        | 2.4                   | 2.4                   | 0.3                           | 0.5                           | 0.015                 | 0.031                 | 0.00                        |

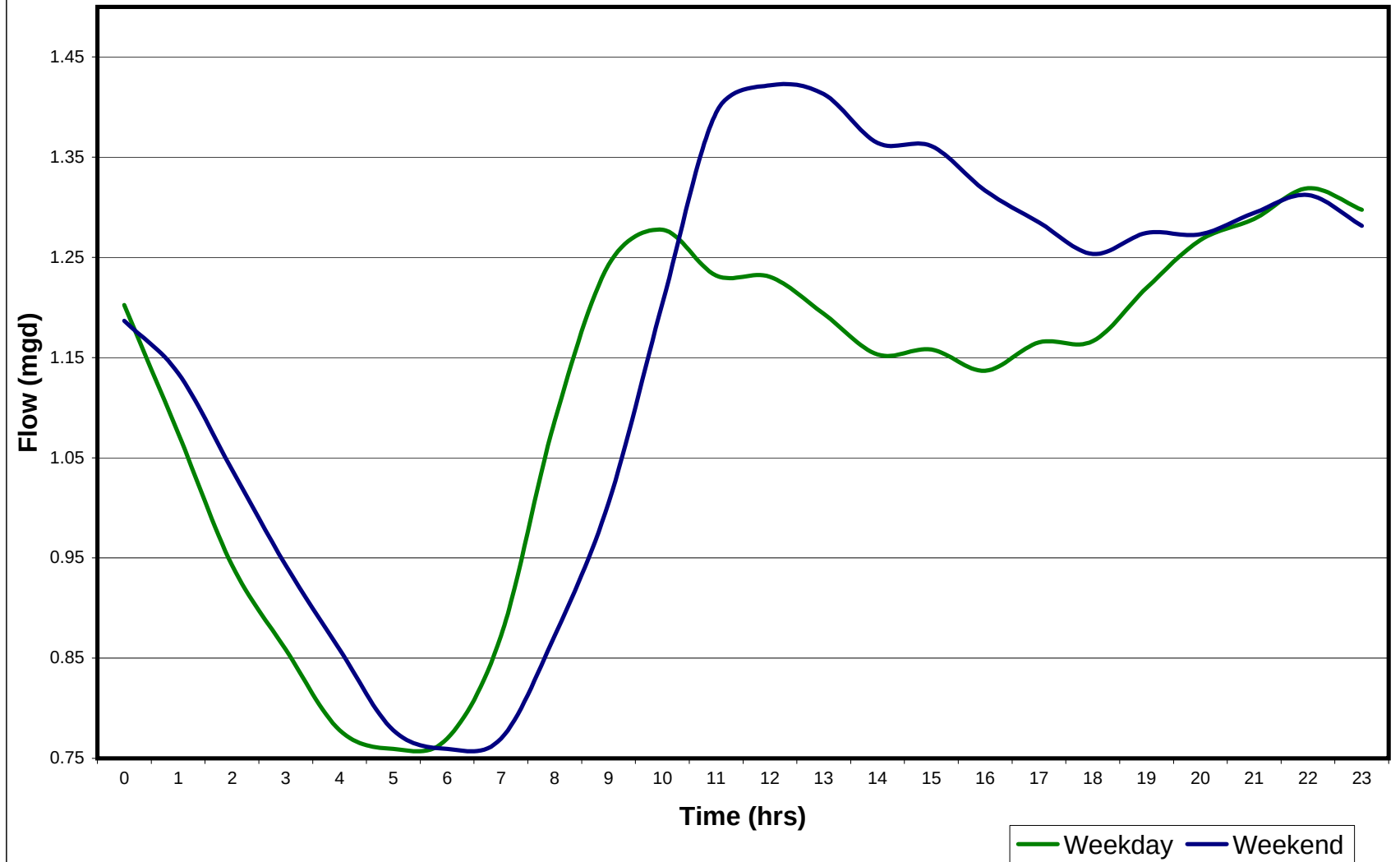
## **Exhibit C**

### **Example RDII Analysis Graphs & Figures**

# Average Dry Day Profiles

Site 06

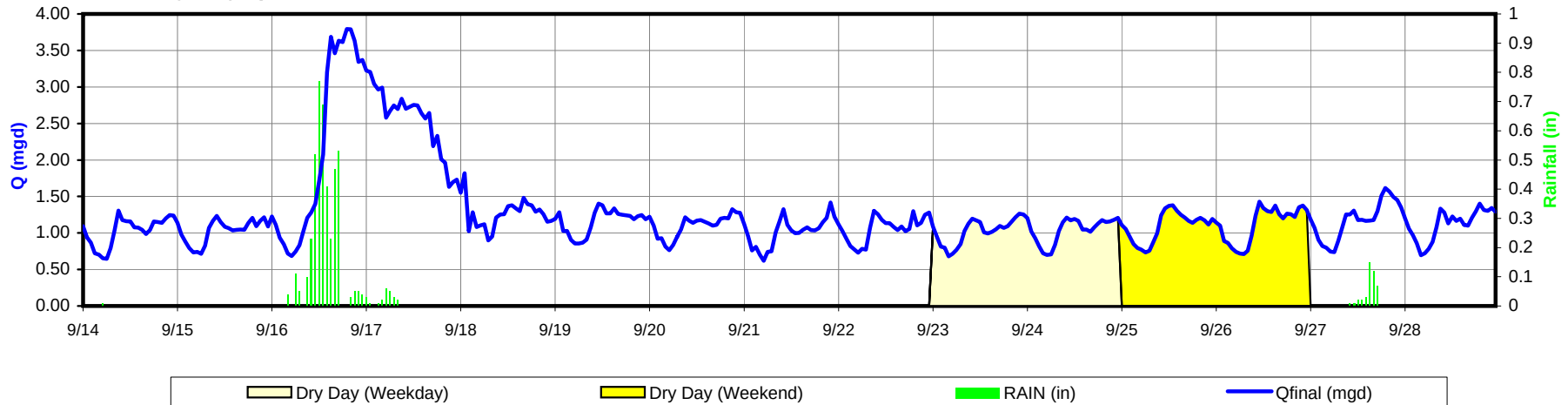
Anytown, USA



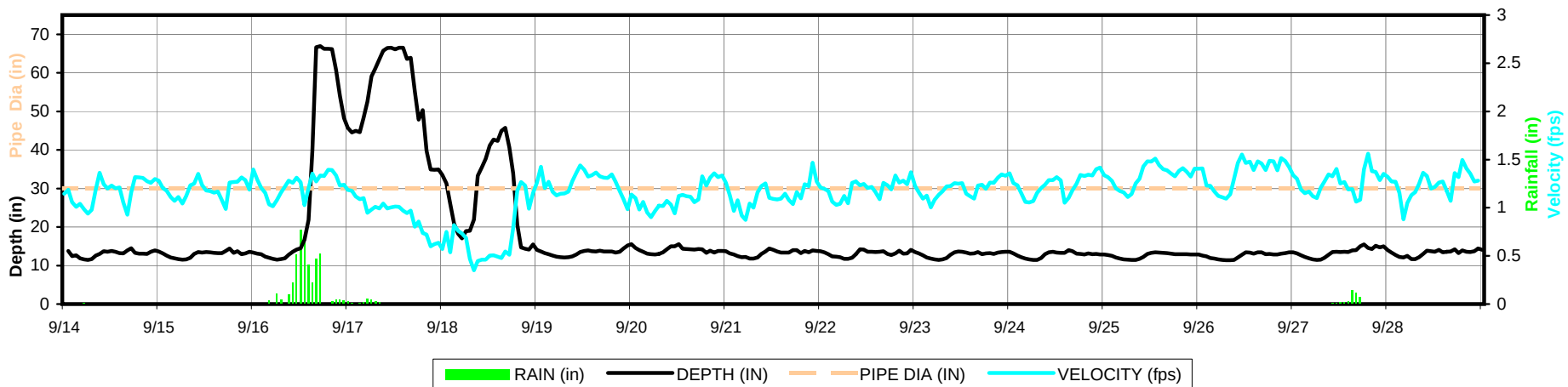
Monitor: MP06      Pipe Dia: 30 in      Date Range: 09/14/04 to 10/13/04  
Location: Off of Kingsbridge Dr

to **10/13/04**

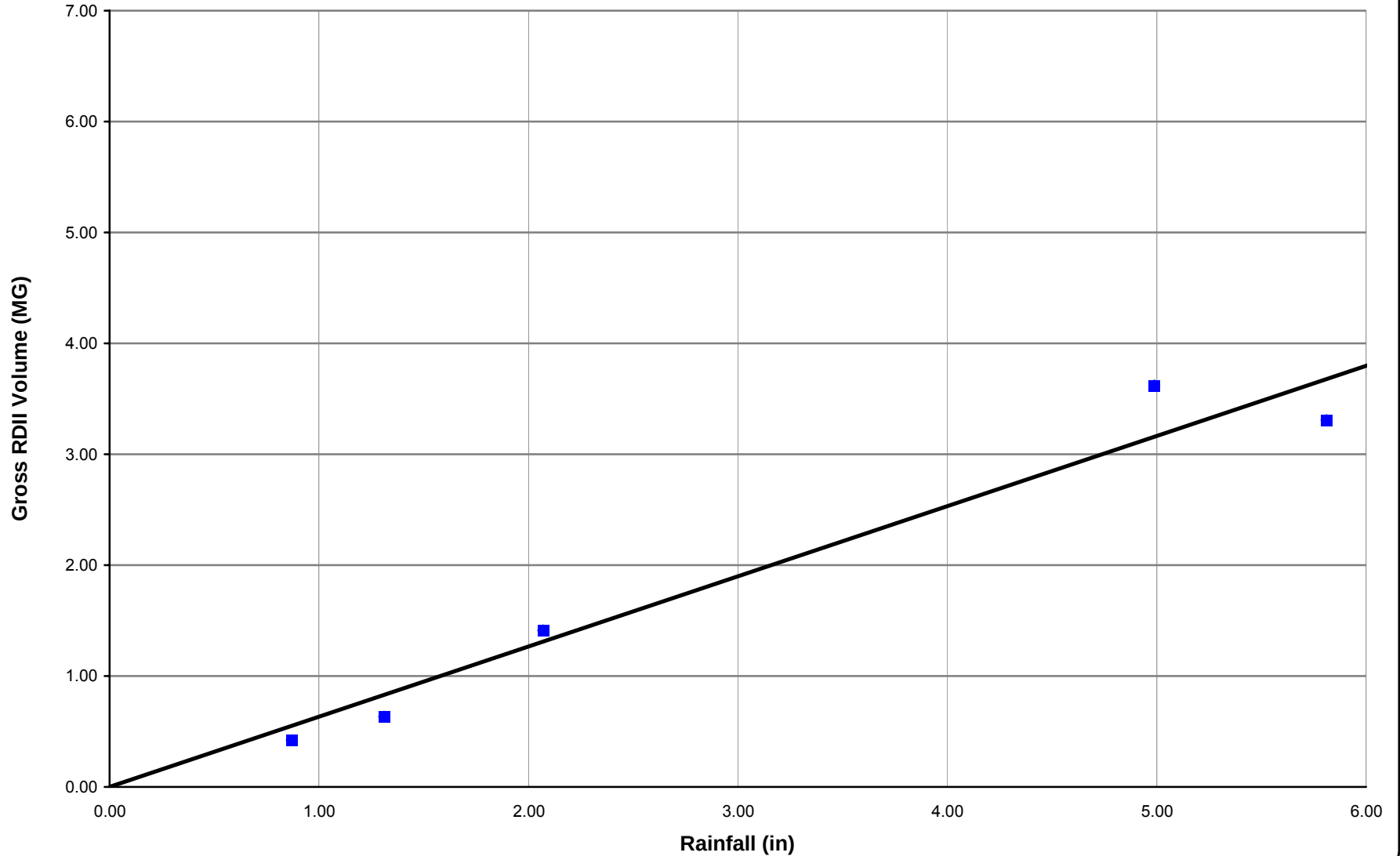
## Flow Hydrograph



## Depth-Velocity Hydrograph



**Q vs. i REGRESSION ANALYSIS - MP01**  
**GROSS RDII VOLUME vs RAINFALL**  
**Anytown, USA**



TEMPORARY FLOW MONITORING STUDY  
STORM SUMMARY TABLE

Monitor Name: MP06  
Project Name: Anytown, USA  
Monitoring Period: 14-Sep-04 to 8-Nov-04

Storm Analysis Summary

| Date      | Day of Week | Rainfall Start Date | Rainfall Start Time | Rainfall (inches) | Gross RDII Volume (MG) | Peak Hourly Rainfall (inches) | Gross Peak Flow (MGD) | Gross Peak RDII (MGD) |
|-----------|-------------|---------------------|---------------------|-------------------|------------------------|-------------------------------|-----------------------|-----------------------|
| 16-Sep-04 | Thu         | 16-Sep              | 9:00                | 4.35              | 1.90                   | 0.77                          | 3.79                  | 2.57                  |
| 19-Oct-04 | Tue         | 19-Oct              | 10:00               | 2.56              | 0.61                   | 0.64                          | 3.49                  | 2.27                  |
| 2-Nov-04  | Tue         | 2-Nov               | 18:00               | 1.35              | 0.57                   | 0.56                          | 2.91                  | 1.63                  |
| 4-Nov-04  | Thu         | 4-Nov               | 3:00                | 1.11              | 0.93                   | 0.52                          | 3.23                  | 2.41                  |

Average Dry Weather Flow (MGD): 1.11  
Peak Dry Weather Flow (MGD): 1.32  
Minimum Dry Weather Flow (MGD) 0.76

Linear Regression Summary

|                                                     | Slope | y-intercept | r    |
|-----------------------------------------------------|-------|-------------|------|
| Gross RDII Volume (MG) vs. 24-hr Rainfall (in)      | 0.34  | 0.20        | 0.94 |
| Gross Peak RDII Volume (MG) vs. 24-hr Rainfall (in) | 0.16  | 1.84        | 0.92 |

Projected Gross RDII Volume Summary

| Design Storm | RDII Volume (MG) | Peak Hour RDII Volume (MG) |
|--------------|------------------|----------------------------|
| 1.0 in.      | 1.55             | 1.98                       |
| 2.0 in.      | 1.89             | 2.19                       |
| 3.0 in.      | 2.55             | 2.79                       |
| 5.0 in.      | 3.25             | 3.78                       |

◆ Depth-Velocity points ◆ Field Measurements

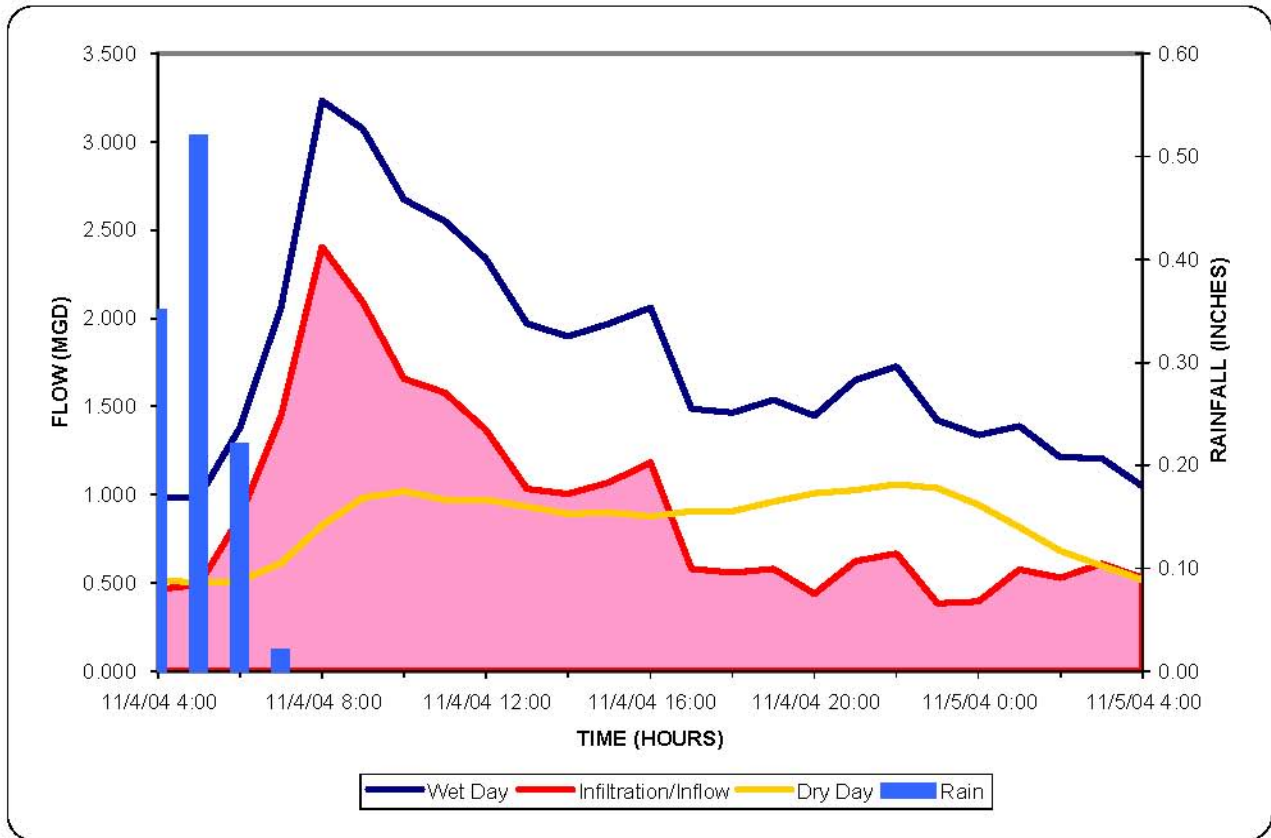


# FLOW MONITOR ANALYSIS

## STORM DATA

Monitor Name: MP06  
Storm date: 04-Nov-04  
Rain Start Hour: 04-Nov-04 03:00

Day of Week: Thursday  
Total Rainfall: 1.11 Inches  
Rainfall Duration (hr): 4



### 24-hour Storm Period Summary

|                            |          |
|----------------------------|----------|
| Average Dry Day Flow (MGD) | 1.11     |
| Gross Flow (MGD)           | 1.76     |
| Gross Peak Flow (MGD)      | 3.23     |
| Peak Hourly Rain (in)      | 0.52     |
| Gross RDII Volume (MG)     |          |
| Gross Peak RDII (MGD)      | Item X1. |



## Storm Summary Table 24 - Hour Storm Period

**Monitor Name:**           **MP01**  
**Drainage Basin:**       Basin 34

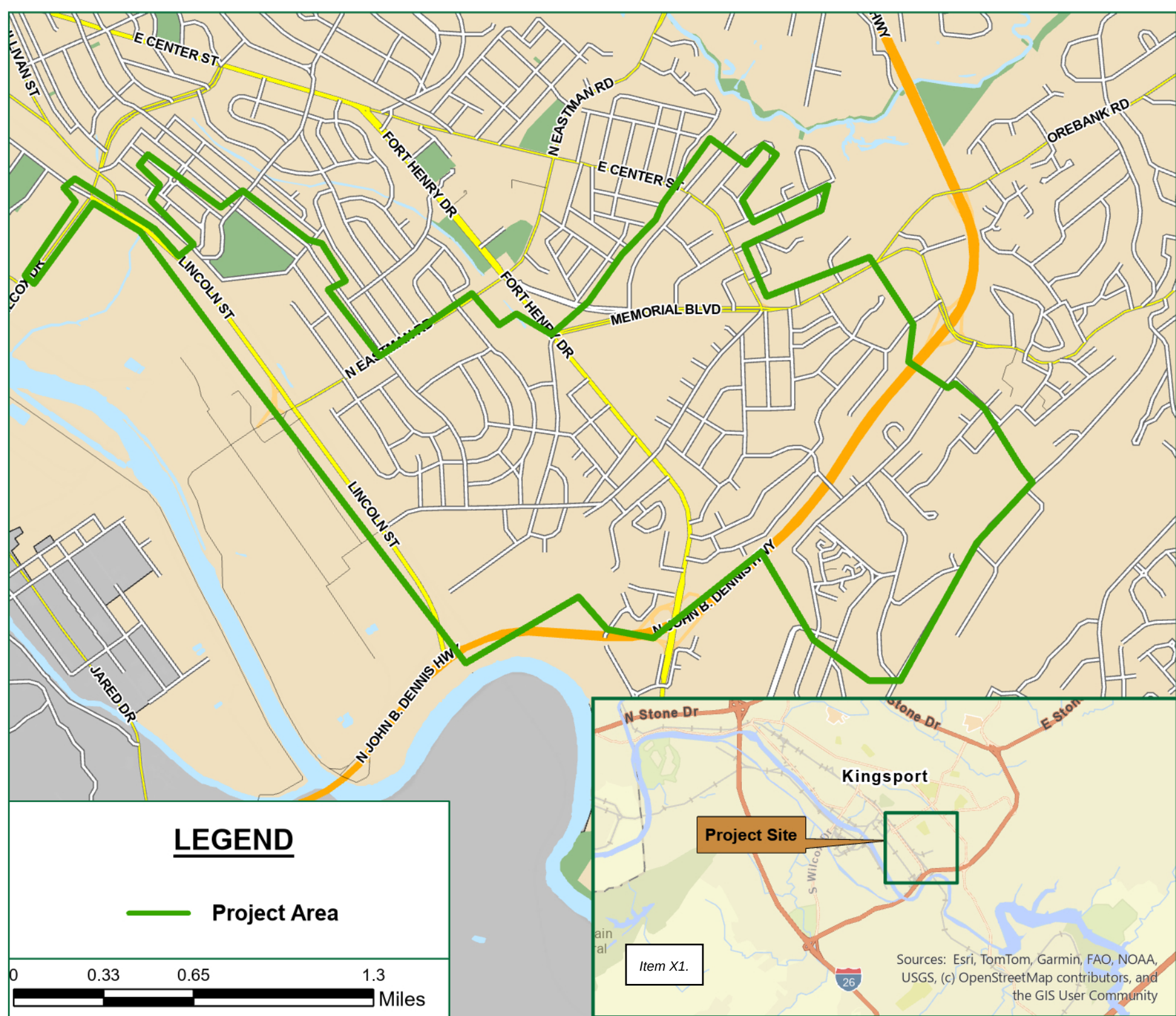
**Closest Rain Gauge:**       **RG01**

| Storm Date | Storm # | Storm Start Time | Rainfall<br>(inches) | Gross RDII<br>Volume<br>(MG) | Peak Hourly<br>Rainfall<br>(inches) | Gross Peak<br>Hourly Flow<br>(MGD) | Gross Peak<br>Hourly RDII<br>(MG) |
|------------|---------|------------------|----------------------|------------------------------|-------------------------------------|------------------------------------|-----------------------------------|
| 28-May-09  | Storm 1 | 6:00             | 1.44                 | 0.198                        | 0.73                                | 0.733                              | 0.686                             |
| 17-Jun-09  | Storm 2 | 7:00             | 0.44                 | 0.008                        | 0.28                                | 0.123                              | 0.074                             |
| 24-Jun-09  | Storm 3 | 15:00            | 0.97                 | 0.010                        | 0.57                                | 0.154                              | 0.115                             |
| 28-Jun-09  | Storm 4 | 8:00             | 0.78                 | 0.014                        | 0.41                                | 0.148                              | 0.105                             |
| 6-Jul-09   | Storm 5 | 1:00             | 1.49                 | 0.034                        | 0.60                                | 0.275                              | 0.237                             |
| 15-Jul-09  | Storm 6 | 7:00             | 1.18                 | 0.014                        | 0.54                                | 0.194                              | 0.158                             |
| 17-Jul-09  | Storm 7 | 14:00            | 0.99                 | 0.018                        | 0.98                                | 0.241                              | 0.191                             |
| 22-Jul-09  | Storm 8 | 11:00            | 0.82                 | 0.009                        | 0.32                                | 0.174                              | 0.121                             |
| 30-Jul-09  | Storm 9 | 3:00             | 0.67                 | 0.025                        | 0.17                                | 0.189                              | 0.133                             |

Average Dry Weather Flow (MGD):       0.035  
 Peak Hourly Dry Weather Flow (MGD):   0.044  
 Minimum Hourly Dry Weather Flow (MGD): 0.021



**Project Location Map**  
**Madd Branch Sewer Basin Inspection**  
**City Of Kingsport**



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute a Mutual Aid and Assistance Agreement for Participation in the Tennessee Water and Wastewater Agency Response Network (TNWARN) Program**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-278-2026

Work Session: September 14, 2026

First Reading: N/A

Final Adoption: September 15, 2026

Staff Work By: Niki Ensor

Presentation By: Ryan McReynolds

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

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, this resolution authorizes the Mayor to execute a new mutual aid agreement allowing the City's Utilities Department to participate in the Tennessee Water and Wastewater Agency Response Network (TNWARN) program.

On March 4, 2008, the Mayor executed an agreement that allowed the City to participate in the TNWARN program. This agreement supersedes the previous agreement. TNWARN is a network of utilities that helps other utilities respond to and recover from emergencies. It provides a method for water/wastewater utilities that have sustained or anticipate damage from natural or human-caused incidents to provide and receive emergency aid and assistance, including personnel, equipment, materials, and other associated services, as necessary from other water/wastewater utilities.

The City of Kingsport has been a member of TNWARN since 2008. This agreement supersedes the previous agreement.

#### **Attachments:**

1. Resolution
2. TNWARN Agreement

Item X2.

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION APPROVING A MUTUAL AID AND ASSISTANCE AGREEMENT WITH THE TENNESSEE WATER AND WASTEWATER AGENCY RESPONSE NETWORK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in March, 2008, (Res. 2008-160) the board approved an agreement that allowed the City to participate in the Tennessee Water and Wastewater Agency Response Network (TNWARN) program; and

WHEREAS, TNWARN is a network of utilities that helps other utilities respond to and recover from emergencies, and it provides a method for water/wastewater utilities that have sustained or anticipate damage from natural or human-caused incidents to provide and receive emergency aid and assistance, including personnel, equipment, materials, and other associated services, as necessary from other water/wastewater utilities; and .

WHEREAS, this agreement supersedes the previous agreement.

Now therefore,

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

SECTION I. That the Mutual Aid and Assistance Agreement with Tennessee Water and Wastewater Agency Response Network, 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 Mutual Aid and Assistance Agreement with Tennessee Water and Wastewater Agency Response Network, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

**TENNESSEE WATER & WASTEWATER AGENCY RESPONSE NETWORK**

**Mutual Aid and Assistance Agreement  
for Water And Wastewater Utilities**

(Effective October 5, 2024 – Supersedes all prior versions)

**AGREEMENT**

This Agreement is made and entered into by public and private Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

Title 58, Chapter 2, Part 1 of Tennessee Code Annotated provides for the coordination of the management of emergencies in Tennessee which includes the coordination of efforts with the federal government, departments and agencies of state government, county governments, municipal governments, and private agencies. Title 58, Chapter 8 of Tennessee Code Annotated provides for mutual aid and assistance among, counties, cities, utility districts, local governments, and other governmental entities. This Agreement is made pursuant to these grants of statutory authority.

**ARTICLE I.**

**PURPOSE**

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities established an Intrastate Program for

Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

## **ARTICLE II.**

### **DEFINITIONS**

- A. Emergency—A natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.
- B. Member—Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
- C. Authorized Official—An employee of a Member that is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.
- D. Requesting Member—A Member who requests assistance under the Mutual Aid and Assistance Program.
- E. Responding Member—A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.
- F. Period of Assistance—A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.
- G. National Incident Management System (NIMS) - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. TNWARN – The Tennessee Water & Wastewater Agency Response Network (TNWARN) is a mechanism to provide utilities and governmental agencies throughout the state a method by which to establish intrastate mutual aid and assistance networks. The purpose of these networks is to provide a framework for utilities to receive rapid, short-term deployment of emergency aid to restore services to utilities that have sustained damages from natural or man-made events.

## **ARTICLE III.**

### **ADMINISTRATION**

The Mutual Aid and Assistance Program shall be administered through a statewide TNWARN Steering Committee (the Steering Committee). The purpose of the Steering Committee is to set the direction of TNWARN and to facilitate coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The Steering Committee, under the leadership of the Chair and Vice Chair, shall meet face-to-face or by virtual video annually and may meet by teleconference on an as-needed basis to address Mutual Aid and Assistance Program issues and to review emergency preparedness and response procedures. During emergency events, video or telephone conference calls will be held daily. The Steering Committee members must be able to spend time during emergencies helping match needs and available resources. The Steering Committee shall be comprised of one representative from each of the three professional water and wastewater associations within the state of Tennessee (TAUD, Clean Water Professionals of KY and TN, and Ky/TN AWWA); two at-large members from water or wastewater utilities serving a population of less than 10,000; two at-large members from utilities serving a population of between 10,000 and 50,000; two at-large members from utilities serving a population of greater than 50,000; one

ex-officio member representing

TDEC (Tennessee Department of Environment and Conservation); and one ex-officio member representing the TEMA (Tennessee Emergency Management Agency). Association representatives and ex-officio members shall serve at the appointment of their respective association or agency. Utility representatives to the Steering Committee shall be elected by simple majority vote of those TNWARN utility members responding to a duly publicized nomination and election process.

## **ARTICLE IV.**

### **PROCEDURES**

The Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed annually and updated as needed. The Committee shall coordinate as appropriate with other applicable agencies.

## **ARTICLE V.**

### **REQUESTS FOR ASSISTANCE**

*Member Responsibility:* Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance

from a participating Member. Requests for assistance can be made orally, by email, by text, or any other writing.

When made orally, by email, or by text, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member With copies to the State Committee. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

*Response to a Request for Assistance:* After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

*Discretion of Responding Member's Authorized Official:* Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

#### **ARTICLE VI.**

##### **RESPONDING MEMBER PERSONNEL**

*National Incident Management System:* When providing assistance under this Agreement, the Requesting Utility and Responding Utility shall be organized and shall function under the National Incident Management System.

*Control:* Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

*Food and Shelter:* The Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the State per diem rates for that area. The Requesting Member remains responsible for reimbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

*Communication:* The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

*Status:* Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

*Licenses and Permits:* To the extent permitted by law, Responding Member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

*Right to Withdraw:* The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

#### **ARTICLE VII.**

##### **COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

*Personnel:* Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

*Equipment:* The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to

dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

**Materials and Supplies:** The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non- returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

**Payment Period:** The Responding Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.

#### **ARTICLE VIII.**

##### **DISPUTES**

Any controversy or claim arising out of, or relating to, this Agreement, including, but not limited to, alleged breach of the Agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

#### **ARTICLE IX.**

##### **MEMBER'S LIABILITY**

To the extent permitted by law, and without waiving sovereign immunity, each Member shall be responsible for any and all claims, demand, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid and assistance rendered or performed pursuant to the terms and conditions of this Agreement.

#### **ARTICLE X.**

***[Reserved. Previous language on Signatory Indemnification deleted in entirety]***

#### **ARTICLE XI.**

##### **WORKER'S COMPENSATION CLAIMS**

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

#### **ARTICLE XII.**

##### **NOTICE**

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

#### **ARTICLE XIII.**

##### **INSURANCE**

Members of this Agreement shall maintain an insurance policy that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program. The scope of the policy must include, at a minimum, coverage for employee faulty workmanship and other negligent acts, errors, or omissions.

#### **ARTICLE XIV.**

##### **EFFECTIVE DATE**

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the Steering Committee Chair receives the Agreement. The Steering Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

#### **ARTICLE XV.**

##### **WITHDRAWAL**

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Steering Committee Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice.

#### **ARTICLE XVI.**

##### **MODIFICATION**

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modifications to this Agreement may be necessary due to programmatic operational changes to support the agreement. Notice of proposed modifications, originating from the TNWARN



Steering Committee, shall be sent via written and electronic means to the designee of each member organization and shall include the proposed effective date. Votes must be received by written or electronic means within 30 calendar days of the mailing date. Modifications require a simple majority vote of Members responding. The TNWARN Steering Committee Chair must provide written and electronic notice to all Members of approved modifications to this Agreement. Approved modifications take effect on the date identified in the proposed modification unless superseded by an alternate date during the parliamentary process.

ARTICLE XVII.

**PRIOR AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XVIII.

**PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XIX.

**INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of Tennessee Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

**Now, therefore,** in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this day of 20

[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 15th day of September, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# **TENNESSEE WATER & WASTEWATER AGENCY RESPONSE NETWORK**

## **Mutual Aid and Assistance Agreement for Water And Wastewater Utilities**

(Effective October 5, 2024 – Supersedes all prior versions)

### **AGREEMENT**

This Agreement is made and entered into by public and private Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

Title 58, Chapter 2, Part 1 of Tennessee Code Annotated provides for the coordination of the management of emergencies in Tennessee which includes the coordination of efforts with the federal government, departments and agencies of state government, county governments, municipal governments, and private agencies. Title 58, Chapter 8 of Tennessee Code Annotated provides for mutual aid and assistance among, counties, cities, utility districts, local governments, and other governmental entities. This Agreement is made pursuant to these grants of statutory authority.

### **ARTICLE I. PURPOSE**

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities established an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

### **ARTICLE II. DEFINITIONS**

A. Emergency—A natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.

B. Member—Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.

C. Authorized Official—An employee of a Member that is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member—A Member who requests assistance under the Mutual Aid and Assistance Program.

E. Responding Member—A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

F. Period of Assistance—A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources return to their facility (portal to

portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. National Incident Management System (NIMS) - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

H. TNWARN – The Tennessee Water & Wastewater Agency Response Network (TNWARN) is a mechanism to provide utilities and governmental agencies throughout the state a method by which to establish intrastate mutual aid and assistance networks. The purpose of these networks is to provide a framework for utilities to receive rapid, short-term deployment of emergency aid to restore services to utilities that have sustained damages from natural or man-made events.

### **ARTICLE III. ADMINISTRATION**

The Mutual Aid and Assistance Program shall be administered through a statewide TNWARN Steering Committee (the Steering Committee). The purpose of the Steering Committee is to set the direction of TNWARN and to facilitate coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The Steering Committee, under the leadership of the Chair and Vice Chair, shall meet face-to-face or by virtual video annually and may meet by teleconference on an as-needed basis to address Mutual Aid and Assistance Program issues and to review emergency preparedness and response procedures. During emergency events, video or telephone conference calls will be held daily. The Steering Committee members must be able to spend time during emergencies helping match needs and available resources. The Steering Committee shall be comprised of one representative from each of the three professional water and wastewater associations within the state of Tennessee (TAUD, Clean Water Professionals of KY and TN, and Ky/TN AWWA); two at-large members from water or wastewater utilities serving a population of less than 10,000; two at-large members from utilities serving a population of between 10,000 and 50,000; two at-large members from utilities serving a population of greater than 50,000; one ex-officio member representing TDEC (Tennessee Department of Environment and Conservation); and one ex-officio member representing the TEMA (Tennessee Emergency Management Agency). Association representatives and ex-officio members shall serve at the appointment of their respective association or agency. Utility representatives to the Steering Committee shall be elected by simple majority vote of those TNWARN utility members responding to a duly publicized nomination and election process.

### **ARTICLE IV. PROCEDURES**

The Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed annually and updated as needed. The Committee shall coordinate as appropriate with other applicable agencies.

### **ARTICLE V. REQUESTS FOR ASSISTANCE**

*Member Responsibility:* Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally, by email, by text, or any other writing.

When made orally, by email, or by text, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member With copies to the State Committee. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

*Response to a Request for Assistance:* After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

*Discretion of Responding Member's Authorized Official:* Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

## **ARTICLE VI.**

### **RESPONDING MEMBER PERSONNEL**

*National Incident Management System:* When providing assistance under this Agreement, the Requesting Utility and Responding Utility shall be organized and shall function under the National Incident Management System.

*Control:* Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

*Food and Shelter:* The Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the State per diem rates for that area. The Requesting Member remains responsible for reimbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

*Communication:* The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

*Status:* Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

*Licenses and Permits:* To the extent permitted by law, Responding Member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

*Right to Withdraw:* The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

## **ARTICLE VII.** **COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

*Personnel:* Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

*Equipment:* The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

*Materials and Supplies:* The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

*Payment Period:* The Responding Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.

## **ARTICLE VIII.** **DISPUTES**

Any controversy or claim arising out of, or relating to, this Agreement, including, but not limited to, alleged breach of the Agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

**ARTICLE IX.**  
**MEMBER'S LIABILITY**

To the extent permitted by law, and without waiving sovereign immunity, each Member shall be responsible for any and all claims, demand, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid and assistance rendered or performed pursuant to the terms and conditions of this Agreement.

**ARTICLE X.**  
**[Reserved. Previous language on Signatory Indemnification deleted in entirety]**

**ARTICLE XI.**  
**WORKER'S COMPENSATION CLAIMS**

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

**ARTICLE XII.**  
**NOTICE**

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**ARTICLE XIII.**  
**INSURANCE**

Members of this Agreement shall maintain an insurance policy that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program. The scope of the policy must include, at a minimum, coverage for employee faulty workmanship and other negligent acts, errors, or omissions.

**ARTICLE XIV.**  
**EFFECTIVE DATE**

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the Steering Committee Chair receives the Agreement. The Steering Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

**ARTICLE XV.**  
**WITHDRAWAL**

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Steering Committee Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice.

**ARTICLE XVI.**  
**MODIFICATION**

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modifications to this Agreement may be necessary due to programmatic operational changes to support the agreement. Notice of proposed modifications, originating from the TNWARN Steering Committee, shall be sent via written and electronic means to the designee of each member organization and shall include the proposed effective date. Votes must be received by written or electronic means within 30 calendar days of the mailing date. Modifications require a simple majority vote of Members responding. The TNWARN Steering Committee Chair must provide written and electronic notice to all Members of approved modifications to this Agreement. Approved modifications take effect on the date identified in the proposed modification unless superseded by an alternate date during the parliamentary process.

**ARTICLE XVII.**  
**PRIOR AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

**ARTICLE XVIII.**  
**PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

**ARTICLE XIX.**  
**INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of Tennessee Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

**Now, therefore,** in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Water/Wastewater Utility: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the City to Enter into an Agreement with Tyler Technologies for Financial Information System (FIS).**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-251-2026

Work Session: September 14, 2026

First Reading: N/A

Final Adoption: September 15, 2026

Staff Work By: Travis Bishop

Presentation By: Travis Bishop

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

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##### **Recommendation:**

Approve the Resolution

##### **Executive Summary:**

If approved, the City will enter into an Agreement with Tyler Technologies for a Financial Information System (FIS).

In February 2025, the City issued a Request for Proposal (RFP) to replace Central Square's Naviline Enterprise Resource Planning (ERP). The city received five proposals, of which four proposals met the stated requirements. During evaluation of process, it was determined that a single ERP solution would not adequately meet the needs of both Human Resources and Finance functions. As a result, the Financial Information System (FIS) and Human Capital Management (HCM) were separated to allow each system to be evaluated and selected based on the specific needs of the respective departments. Tyler Technologies was selected as the City's FIS provider.

The current ERP system has been in place since 1989 and is used by the City and Kingsport Schools. Over time, extensive customized programming, an outdated programming language, limited functionality, reporting capabilities, and reliance on specialized institutional knowledge have made the system increasingly difficult to maintain, support, and modify.

Tyler Technologies' Software as a Service (SaaS) platform will provide the City with a modern, user-friendly, web-based financial system designed to improve access to financial information, reduce manual processes, enhance financial reporting, and strengthen data integrity. The platform will also provide the City with a more sustainable and supportable technology environment.

The annual SaaS fee will not exceed \$536,340 and will be funded through the City's annual operating budget. This annual fee includes the optional modulus and will be set for a three-year period. The Tyler one-time implementation fee is \$1,022,124 and will be funded through bond issuance in the spring of 2027. Implementation is expected to take 24 months.

##### **Attachments:**

Contract  
Resolution

Item X3.

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the current financial information system which has been in place since 1989 has become increasingly difficult to maintain, support, and modify requiring extensive customized programming and specialized institutional knowledge; and

WHEREAS, in February, 2025, the city issued a request for proposals for a new financial information system; and

WHEREAS, upon review of the proposals and recommendation of staff, the board finds the proposal of Tyler Technologies, Inc., is most advantageous to the city taking into consideration price, the evaluation factors set forth in the request for proposals, and the criteria listed in the code of ordinances, and the City of Kingsport desires to enter into an agreement with Tyler Technologies for a software as a service financial information system; and

WHEREAS, the annual fee for SaaS is in an amount not to exceed \$536,340.00 and will be funded through the city's annual operating budget, which includes the optional modulus and will be set for a three-year period; and

WHEREAS, the Tyler Technologies, Inc., one-time implementation fee is \$1,022,124.00 and will be funded through bond issuance in the spring of 2027; and

WHEREAS, implementation is expected to take 24 months.

Now therefore,

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

SECTION I. That the proposal for a software as a service financial information system by Tyler Technologies, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Tyler Technologies, Inc., for a software as a service financial information system, 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 15th day of September, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data

Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.

- 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

- 4.1. You may not:
  - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
  - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
  - 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
  - 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
  - 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
6. SaaS Services.
- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
- 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
- 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
- 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance

program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement.

Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

**SECTION D – THIRD-PARTY PRODUCTS**

- 1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
- 2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you.



Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
  - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
  - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
  - 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
  - 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
  - 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.



## SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 1. Intellectual Property Infringement Indemnification.

- 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
  - 1.3.1. procure the right to continue its use;
  - 1.3.2. modify it to make it non-infringing; or
  - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### 2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

### 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION G – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**
  - 2.1. ***Notice.*** You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
  - 2.2. ***Invoice Issues.***
    - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.

- 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
  - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
  - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
  - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- 3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
  - 4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
  - 5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
  - 6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
  - 7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not

required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of

performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- iii. a party receives from a third party who has a right to disclose it to the receiving party; or
- iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

|                  |                                                                       |
|------------------|-----------------------------------------------------------------------|
| <b>Exhibit A</b> | Investment Summary                                                    |
| <b>Exhibit B</b> | Invoicing and Payment Terms<br>Schedule 1: Milestone Payment Schedule |
| <b>Exhibit C</b> | Service Level Agreement                                               |
| <b>Exhibit D</b> | Third-Party Terms                                                     |
| <b>Exhibit E</b> | Statement of Work                                                     |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Kingsport

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

City of Kingsport  
225 W Center Street  
Kingsport, TN 37660  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Newell Price  
Quote Expiration: 05/29/26  
Quote Name: City of Kingsport TN-EERP-FIS RFP  
Quote Description: City of Kingsport, TN-EERP-Financials-Milestone Billings  
Saas Term 3.00

**Sales Quotation For:**

City Of Kingsport  
225 W Center St  
Kingsport TN 37660-4285

**Shipping Address:**

**Tyler SaaS and Related Services**

| Description                                | Qty | Imp. Hours | Annual Fee   |
|--------------------------------------------|-----|------------|--------------|
| Financial Management                       |     |            |              |
| Accounting                                 | 1   | 0          | \$ 66,987.00 |
| Accounts Payable                           | 1   | 0          | \$ 19,751.00 |
| Bid Management                             | 1   | 0          | \$ 8,542.00  |
| Budgeting                                  | 1   | 0          | \$ 19,751.00 |
| Capital Assets                             | 1   | 0          | \$ 18,922.00 |
| Cash Management                            | 1   | 0          | \$ 13,744.00 |
| Contract Management                        | 1   | 0          | \$ 8,542.00  |
| eProcurement (Vendor Access and Punch-Out) | 1   | 0          | \$ 11,700.00 |
| Project & Grant Accounting                 | 1   | 0          | \$ 13,543.00 |
| Purchasing                                 | 1   | 0          | \$ 33,325.00 |
| Revenue Management                         |     |            |              |
| Accounts Receivable                        | 1   | 0          | \$ 16,462.00 |
| CAMA Bridge                                | 1   | 0          | \$ 3,761.00  |
| Cashiering                                 | 1   | 0          | \$ 24,778.00 |
| General Billing                            | 1   | 0          | \$ 9,004.00  |
| Resident Access                            | 1   | 0          | \$ 15,300.00 |

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CONFIDENTIAL

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Item X3.



|                                                                  |   |          |                      |
|------------------------------------------------------------------|---|----------|----------------------|
| Tax Billing                                                      | 1 | 0        | \$ 40,342.00         |
| Content Management                                               |   |          |                      |
| Content Manager Enterprise                                       | 1 | 0        | \$ 35,993.00         |
| Data Insights                                                    |   |          |                      |
| Enterprise Analytics and Reporting w Executive Insights          | 1 | 0        | \$ 34,097.00         |
| Open Finance                                                     | 1 | 0        | \$ 25,200.00         |
| Additional                                                       |   |          |                      |
| ACFR Statement Builder                                           | 1 | 0        | \$ 12,600.00         |
| Enterprise Forms Processing Software (including Common Form Set) | 1 | 0        | \$ 14,161.00         |
| Integrations                                                     |   |          |                      |
| API Toolkit Bundle                                               | 1 | 0        | \$ 29,473.00         |
| Sub-Total:                                                       |   |          | \$ 475,978.00        |
| <i>Less Discount:</i>                                            |   |          | <i>\$ 71,398.00</i>  |
| <b>TOTAL</b>                                                     |   | <b>0</b> | <b>\$ 404,580.00</b> |

#### Professional Services

| Description                                | Quantity | Unit Price    | Ext Discount | Extended Price       | Maintenance    |
|--------------------------------------------|----------|---------------|--------------|----------------------|----------------|
| 25% of Dedicated Project Manager (Monthly) | 19       | \$ 8,800.00   | \$ 0.00      | \$ 167,200.00        | \$ 0.00        |
| Amazon Web Services Configuration Fee      | 1        | \$ 18,632.00  | \$ 18,632.00 | \$ 0.00              | \$ 0.00        |
| Enterprise Change Management               | 18       | \$ 3,060.00   | \$ 0.00      | \$ 55,080.00         | \$ 0.00        |
| Financials Implementation Phase            | 1        | \$ 299,700.00 | \$ 0.00      | \$ 299,700.00        | \$ 0.00        |
| Install Fee - Open Finance                 | 1        | \$ 7,000.00   | \$ 0.00      | \$ 7,000.00          | \$ 0.00        |
| Tax Implementation Phase                   | 1        | \$ 297,000.00 | \$ 0.00      | \$ 297,000.00        | \$ 0.00        |
| Conversions – See Detailed Breakdown Below |          |               |              | \$ 79,700.00         | \$ 0.00        |
| <b>TOTAL</b>                               |          |               |              | <b>\$ 905,680.00</b> | <b>\$ 0.00</b> |

#### 3rd Party Hardware, Software and Services

| Description                                               | Qty | Unit Price  | Unit Discount | Total Price         | Unit Maint/SaaS | Maint/SaaS Discount | Total Maint/SaaS    |
|-----------------------------------------------------------|-----|-------------|---------------|---------------------|-----------------|---------------------|---------------------|
| Cash Drawer                                               | 1   | \$ 275.00   | \$ 0.00       | \$ 275.00           | \$ 0.00         | \$ 0.00             | \$ 0.00             |
| Hand Held Scanner - Model 1960GSR                         | 1   | \$ 475.00   | \$ 0.00       | \$ 475.00           | \$ 0.00         | \$ 0.00             | \$ 0.00             |
| Hand Held Scanner Stand                                   | 1   | \$ 65.00    | \$ 0.00       | \$ 65.00            | \$ 0.00         | \$ 0.00             | \$ 0.00             |
| Pattern Stream Automated Document System - Implementation | 80  | \$ 185.00   | \$ 0.00       | \$ 14,800.00        | \$ 0.00         | \$ 0.00             | \$ 0.00             |
| Pattern Stream Automated Document System - SaaS           | 1   | \$ 0.00     | \$ 0.00       | \$ 0.00             | \$ 22,320.00    | \$ 0.00             | \$ 22,320.00        |
| Payments EMV Terminal Purchase                            | 1   | \$ 529.00   | \$ 0.00       | \$ 529.00           | \$ 0.00         | \$ 0.00             | \$ 0.00             |
| Payments PCI Service Fee (Per Device)                     | 1   | \$ 0.00     | \$ 0.00       | \$ 0.00             | \$ 180.00       | \$ 0.00             | \$ 180.00           |
| Printer (TM-S9000II)                                      | 1   | \$ 1,660.00 | \$ 0.00       | \$ 1,660.00         | \$ 0.00         | \$ 0.00             | \$ 0.00             |
| <b>TOTAL</b>                                              |     |             |               | <b>\$ 17,804.00</b> |                 |                     | <b>\$ 22,500.00</b> |

#### Summary

#### One Time Fees

#### Recurring Fees

Total Tyler License Fees

\$ 0.00

\$ 0.00

Total SaaS

\$ 0.00

\$ 404,580.00

Total Tyler Services

\$ 905,680.00

\$ 0.00

Total Third-Party Hardware, Software, Services

\$ 17,804.00

\$ 22,500.00

#### Summary Total

**\$ 923,484.00**

**\$ 427,080.00**

#### Estimated Travel Expenses excl in Contract

#### Total

**\$ 98,640.00**

Client's purchase of the items listed above is subject to the Comments below

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

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

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

P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

#### Detailed Breakdown of Conversions (Included in Summary Total)

| Description | Qty | Unit Price | Unit Discount | Extended Price |
|-------------|-----|------------|---------------|----------------|
|-------------|-----|------------|---------------|----------------|

|                                   |   |              |         |                     |
|-----------------------------------|---|--------------|---------|---------------------|
| <b>Financials</b>                 |   |              |         |                     |
| Accounting                        | 1 | \$ 7,000.00  | \$ 0.00 | \$ 7,000.00         |
| Accounts Payable                  | 1 | \$ 13,000.00 | \$ 0.00 | \$ 13,000.00        |
| Contracts                         | 1 | \$ 6,000.00  | \$ 0.00 | \$ 6,000.00         |
| Project Accounting                | 1 | \$ 7,000.00  | \$ 0.00 | \$ 7,000.00         |
| Purchase Orders                   | 1 | \$ 8,000.00  | \$ 0.00 | \$ 8,000.00         |
| <b>Revenue Management</b>         |   |              |         |                     |
| General Billing                   | 1 | \$ 11,200.00 | \$ 0.00 | \$ 11,200.00        |
| Real Estate/Personal Property Tax | 1 | \$ 27,500.00 | \$ 0.00 | \$ 27,500.00        |
| <b>TOTAL</b>                      |   |              |         | <b>\$ 79,700.00</b> |

#### Optional Tyler SaaS and Related Services

| Description                                | Qty | Imp. Hours | Annual Fee   |
|--------------------------------------------|-----|------------|--------------|
| <b>Financial Management</b>                |     |            |              |
| Assets Mobile                              | 1   | 16         | \$ 5,217.00  |
| Inventory                                  | 1   | 80         | \$ 18,922.00 |
| Inventory Mobile                           | 1   | 16         | \$ 5,217.00  |
| <b>Civic Services</b>                      |     |            |              |
| My Civic                                   | 1   | 88         | \$ 14,400.00 |
| <b>Revenue Management</b>                  |     |            |              |
| Business Licenses                          | 1   | 144        | \$ 16,614.00 |
| <b>Enterprise Asset Management</b>         |     |            |              |
| Asset Maintenance & Performance - Per User | 20  | 288        | \$ 27,100.00 |
| Internal Requests License                  | 1   | 0          | \$ 2,820.00  |
| <b>Additional</b>                          |     |            |              |
| DocuSign Signature Service - Annual Fee    | 1   | 16         | \$ 9,450.00  |
| GIS                                        | 20  | 8          | \$ 5,920.00  |
| <b>Integrations</b>                        |     |            |              |
| SnapLogic - Up to 5 Integrations           | 1   | 40         | \$ 3,600.00  |

**TOTAL:****696****\$ 109,260.00****Optional Professional Services**

| Description                               | Quantity | Unit Price | Ext. Discount | Extended Price       | Maintenance    |
|-------------------------------------------|----------|------------|---------------|----------------------|----------------|
| Conversion – See Detailed Breakdown Below |          |            |               | \$ 27,700.00         | \$ 0.00        |
| Onsite Implementation                     | 348      | \$ 225.00  | \$ 0.00       | \$ 78,300.00         | \$ 0.00        |
| Remote Implementation                     | 348      | \$ 225.00  | \$ 0.00       | \$ 78,300.00         | \$ 0.00        |
| <b>TOTAL</b>                              |          |            |               | <b>\$ 184,300.00</b> | <b>\$ 0.00</b> |

**Optional 3rd Party Hardware, Software and Services**

| Description         | Qty | Unit Price  | Unit Discount | Total Price        | Unit Maint/SaaS | Maint/SaaS Discount | Total Maint/SaaS |
|---------------------|-----|-------------|---------------|--------------------|-----------------|---------------------|------------------|
| Barcode Printer Kit | 1   | \$ 1,445.00 | \$ 0.00       | \$ 1,445.00        | \$ 145.00       | \$ 0.00             | \$ 145.00        |
| <b>TOTAL</b>        |     |             |               | <b>\$ 1,445.00</b> |                 |                     | <b>\$ 145.00</b> |

**Optional Conversion Details (Prices Reflected Above)**

| Description                 | Quantity | Unit Price   | Discount | Total               |
|-----------------------------|----------|--------------|----------|---------------------|
| Enterprise Asset Management |          |              |          |                     |
| Asset Maintenance           | 1        | \$ 21,500.00 | \$ 0.00  | \$ 21,500.00        |
| Financials                  |          |              |          |                     |
| Inventory                   | 1        | \$ 6,200.00  | \$ 0.00  | \$ 6,200.00         |
| <b>TOTAL</b>                |          |              |          | <b>\$ 27,700.00</b> |

**Tyler Annual Discount Detail (Excludes Optional Products)**

| Description          | Imp. Hours | Annual Fee   | Annual Fee Discount | Annual Fee Net |
|----------------------|------------|--------------|---------------------|----------------|
| Financial Management |            |              |                     |                |
| Accounting           | 0          | \$ 66,987.00 | \$ 10,048.00        | \$ 56,939.00   |

|                                                                  |          |                      |                     |                      |
|------------------------------------------------------------------|----------|----------------------|---------------------|----------------------|
| Accounts Payable                                                 | 0        | \$ 19,751.00         | \$ 2,963.00         | \$ 16,788.00         |
| Bid Management                                                   | 0        | \$ 8,542.00          | \$ 1,281.00         | \$ 7,261.00          |
| Budgeting                                                        | 0        | \$ 19,751.00         | \$ 2,963.00         | \$ 16,788.00         |
| Capital Assets                                                   | 0        | \$ 18,922.00         | \$ 2,838.00         | \$ 16,084.00         |
| Cash Management                                                  | 0        | \$ 13,744.00         | \$ 2,062.00         | \$ 11,682.00         |
| Contract Management                                              | 0        | \$ 8,542.00          | \$ 1,281.00         | \$ 7,261.00          |
| eProcurement (Vendor Access and Punch-Out)                       | 0        | \$ 11,700.00         | \$ 1,755.00         | \$ 9,945.00          |
| Project & Grant Accounting                                       | 0        | \$ 13,543.00         | \$ 2,031.00         | \$ 11,512.00         |
| Purchasing                                                       | 0        | \$ 33,325.00         | \$ 4,999.00         | \$ 28,326.00         |
| <b>Revenue Management</b>                                        |          |                      |                     |                      |
| Accounts Receivable                                              | 0        | \$ 16,462.00         | \$ 2,469.00         | \$ 13,993.00         |
| CAMA Bridge                                                      | 0        | \$ 3,761.00          | \$ 564.00           | \$ 3,197.00          |
| Cashiering                                                       | 0        | \$ 24,778.00         | \$ 3,717.00         | \$ 21,061.00         |
| General Billing                                                  | 0        | \$ 9,004.00          | \$ 1,351.00         | \$ 7,653.00          |
| Resident Access                                                  | 0        | \$ 15,300.00         | \$ 2,295.00         | \$ 13,005.00         |
| Tax Billing                                                      | 0        | \$ 40,342.00         | \$ 6,051.00         | \$ 34,291.00         |
| <b>Content Management</b>                                        |          |                      |                     |                      |
| Content Manager Enterprise                                       | 0        | \$ 35,993.00         | \$ 5,399.00         | \$ 30,594.00         |
| <b>Data Insights</b>                                             |          |                      |                     |                      |
| Enterprise Analytics and Reporting w Executive Insights          | 0        | \$ 34,097.00         | \$ 5,116.00         | \$ 28,981.00         |
| Open Finance                                                     | 0        | \$ 25,200.00         | \$ 3,780.00         | \$ 21,420.00         |
| <b>Additional</b>                                                |          |                      |                     |                      |
| ACFR Statement Builder                                           | 0        | \$ 12,600.00         | \$ 1,890.00         | \$ 10,710.00         |
| Enterprise Forms Processing Software (including Common Form Set) | 0        | \$ 14,161.00         | \$ 2,124.00         | \$ 12,037.00         |
| <b>Integrations</b>                                              |          |                      |                     |                      |
| API Toolkit Bundle                                               | 0        | \$ 29,473.00         | \$ 4,421.00         | \$ 25,052.00         |
| <b>TOTAL</b>                                                     | <b>0</b> | <b>\$ 475,978.00</b> | <b>\$ 71,398.00</b> | <b>\$ 404,580.00</b> |

#### Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact [CybersecuritySales@tylertech.com](mailto:CybersecuritySales@tylertech.com) to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Enterprise includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Amazon Web Services (AWS) has provided a credit in the amount of \$18,632 in sponsorship of your project.

Asset Maintenance conversion includes: Work Order Asset, Closed Work Order History- No Cost Data, Work Order History with Cost Data

Business license library includes: standard business license and standard renewal application.

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Real Estate/Personal Property Tax conversion includes: Standard - RE & PP Master, CID, Bills(Header, Detail), Payment History, Special Conditions - up to 10 years, Tax Sale/Lien (CT, NY, MD Only)

DocuSign Signature Service refers to the interface between Tyler software and DocuSigns services. It does not include or take the place of DocuSigns proprietary products. Clients are required to provide certain DocuSign account information for implementation and to maintain its DocuSign account in order to use the interface. Clients who do not have a current DocuSign account can email [dsreferral@docusign.com](mailto:dsreferral@docusign.com) for more information or to begin the process of obtaining an account.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

The SaaS Setup Fee for your project has been discounted by 100% by credits sponsored and provided by Amazon Web Services (AWS).

Contracts conversion includes: Standard

Inventory conversion includes: Standard - Master





## Exhibit B

### Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Dedicated Monthly Project Management Services:* Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.
- 2.6. *Implementation Phase Services:* Financials Implementation Phase services and Tax Implementation Phase services shall be invoiced monthly as milestones are achieved, in

accordance with the milestone payment schedule attached to this Exhibit B as Schedule 1.

3. Hardware & Third-Party Products.

- 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
- 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
- 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

**Payment**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



## Exhibit B Schedule 1 Milestone Payment Schedule

### Financials Implementation

| Phase | WBS Stage # | WBS Stage            | WBS Work Package                    | Payment # | Deliverable                                              | Cost                |
|-------|-------------|----------------------|-------------------------------------|-----------|----------------------------------------------------------|---------------------|
| FIN   | 1           | Initiate & Plan      | 1.1 Initial Coordination            | 1         | Project Portal Delivery                                  | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | 1.2 Project/Phase Planning          | 2         | Project Management Plan                                  | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | 1.2 Project/Phase Planning          | 3         | Project Operational Plan                                 | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | 1.2 Project/Phase Planning          | 4         | Initial Project Schedule/Project Plan                    | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | 1.2 Project/Phase Planning          | 5         | Initial Risk Register Created                            | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | 1.2 Project/Phase Planning          | 6         | Change Management Plan                                   | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | 1.2 Project/Phase Planning          | 7         | Project Charter Created                                  | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | 1.3 Infrastructure Planning         | 8         | Infrastructure Requirements                              | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | 1.4 Stakeholder Meeting             | 9         | Stakeholder Meeting Presentation                         | \$2,997.00          |
| FIN   | 1           | Initiate & Plan      | Control Point 1                     | 10        | Control Point 1: Initiate & Plan Stage Acceptance        | \$2,997.00          |
| FIN   | 2           | Assess & Define      | 2.1 Solution Orientation            | 11        | Training Plan                                            | \$11,988.00         |
| FIN   | 2           | Assess & Define      | 2.2 Current & Future State Analysis | 12        | Future State System Design Document                      | \$11,988.00         |
| FIN   | 2           | Assess & Define      | 2.5 Data Assessment                 | 13        | Data Conversion/Archive Plan                             | \$11,988.00         |
| FIN   | 2           | Assess & Define      | 2.5 Data Assessment                 | 14        | Integrations Plan                                        | \$11,988.00         |
| FIN   | 2           | Assess & Define      | Control Point 2                     | 15        | Control Point 2: Assess & Define Stage Acceptance        | \$11,988.00         |
| FIN   | 3           | Prepare Solution     | 3.1 Initial System Deployment       | 16        | Installation Checklist/System Document                   | \$9,365.63          |
| FIN   | 3           | Prepare Solution     | 3.2 Configuration                   | 17        | Initial Configuration Documentation                      | \$9,365.63          |
| FIN   | 3           | Prepare Solution     | 3.2 Configuration                   | 18        | Revised Configuration Documentation                      | \$9,365.63          |
| FIN   | 3           | Prepare Solution     | 3.3 Process Refinement              | 19        | Solution Validation Test Plan w/Integrations             | \$9,365.63          |
| FIN   | 3           | Prepare Solution     | 3.3 Process Refinement              | 20        | Initial End User Process Guides                          | \$9,365.63          |
| FIN   | 3           | Prepare Solution     | 3.4 Data Conversion Delivery        | 21        | Data Conversion Code Mapping Completed                   | \$9,365.63          |
| FIN   | 3           | Prepare Solution     | 3.4 Data Conversion Delivery        | 22        | Data Conversion Validated/Reviewed and Ready for Final F | \$9,365.63          |
| FIN   | 3           | Prepare Solution     | Control Point 3                     | 23        | Control Point 3: Prepare Solution Stage Acceptance       | \$9,365.63          |
| FIN   | 4           | Production Readiness | 4.1 Solution Validation             | 24        | Solution Validation Report w/Integrations                | \$9,365.63          |
| FIN   | 4           | Production Readiness | 4.1 Solution Validation             | 25        | Validate Forms                                           | \$9,365.63          |
| FIN   | 4           | Production Readiness | 4.2 Go Live Readiness               | 26        | Go-Live Checklist and Cutover Plan                       | \$9,365.63          |
| FIN   | 4           | Production Readiness | 4.2 Go Live Readiness               | 27        | Go-Live Readiness Assessment Report                      | \$9,365.63          |
| FIN   | 4           | Production Readiness | 4.3 End User Training               | 28        | Refined End User Process Guides                          | \$9,365.63          |
| FIN   | 4           | Production Readiness | 4.3 End User Training               | 29        | End User Training Plan                                   | \$9,365.63          |
| FIN   | 4           | Production Readiness | 4.2 Go Live Readiness               | 30        | Final Conversions Loaded to Production Environment       | \$9,365.63          |
| FIN   | 4           | Production Readiness | Control Point 4                     | 31        | Control Point 4: Production Readiness Stage Acceptance   | \$9,365.63          |
| FIN   | 5           | Production           | 5.1 Go Live                         | 32        | Live Processing in Production Environment                | \$5,994.00          |
| FIN   | 5           | Production           | 5.2 Transition to Client Services   | 33        | Client Support Document & Meeting                        | \$5,994.00          |
| FIN   | 5           | Production           | 5.2 Transition to Client Services   | 34        | Outstanding Critical Issues & Actions Plan               | \$5,994.00          |
| FIN   | 5           | Production           | 5.3 Post Go Live Activities         | 35        | Post Go Live Plan & Schedule                             | \$5,994.00          |
| FIN   | 5           | Production           | Control Point 5                     | 36        | Control Point 5: Production Stage Acceptance             | \$5,994.00          |
| FIN   | 6           | Close                | 6.1 Phase Close Out                 | 37        | Phase Closeout Meeting                                   | \$7,492.50          |
| FIN   | 6           | Close                | 6.1 Phase Close Out                 | 38        | Final Action Plan                                        | \$7,492.50          |
| FIN   | 6           | Close                | 6.1 Phase Close Out                 | 39        | Phase Closure Report                                     | \$7,492.50          |
| FIN   | 6           | Close                | Control Point 6                     | 40        | Control Point 6: Phase Close Acceptance                  | \$7,492.50          |
|       |             |                      |                                     |           | <b>FIN TTL</b>                                           | <b>\$299,700.00</b> |



## Tax Implementation

| Phase   | WBS Stage # | WBS Stage                   | WBS Work Package                    | Deliverable ID | Deliverable                                                   | Cost                |
|---------|-------------|-----------------------------|-------------------------------------|----------------|---------------------------------------------------------------|---------------------|
| TAX     | 1           | Initiate & Plan             | 1.1 Initial Coordination            | 41             | Project Portal Delivery                                       | \$2,970.00          |
| TAX     | 1           | Initiate & Plan             | 1.2 Project/Phase Planning          | 42             | Project Management Plan                                       | \$2,970.00          |
| TAX     | 1           | Initiate & Plan             | 1.2 Project/Phase Planning          | 43             | Project Operational Plan                                      | \$2,970.00          |
| TAX     | 1           | Initiate & Plan             | 1.2 Project/Phase Planning          | 44             | Initial Project Schedule/Project Plan                         | \$2,970.00          |
| TAX     | 1           | Initiate & Plan             | 1.2 Project/Phase Planning          | 45             | Initial Risk Register Created                                 | \$2,970.00          |
| TAX     | 1           | Initiate & Plan             | 1.2 Project/Phase Planning          | 46             | Change Management Plan                                        | \$2,970.00          |
| TAX     | 1           | Initiate & Plan             | 1.2 Project/Phase Planning          | 47             | Project Charter Created                                       | \$2,970.00          |
| TAX     | 1           | Initiate & Plan             | 1.3 Infrastructure Planning         | 48             | Infrastructure Requirements                                   | \$2,970.00          |
| TAX     | 1           | Initiate & Plan             | 1.4 Stakeholder Meeting             | 49             | Stakeholder Meeting Presentation                              | \$2,970.00          |
| TAX     | <b>1</b>    | <b>Initiate &amp; Plan</b>  | <b>Control Point 1</b>              | 50             | <b>Control Point 1: Initiate &amp; Plan Stage Acceptance</b>  | <b>\$2,970.00</b>   |
| TAX     | 2           | Assess & Define             | 2.1 Solution Orientation            | 51             | Training Plan                                                 | \$11,880.00         |
| TAX     | 2           | Assess & Define             | 2.2 Current & Future State Analysis | 52             | Future State System Design Document                           | \$11,880.00         |
| TAX     | 2           | Assess & Define             | 2.5 Data Assessment                 | 53             | Data Conversion/Archive Plan                                  | \$11,880.00         |
| TAX     | 2           | Assess & Define             | 2.5 Data Assessment                 | 54             | Integrations Plan                                             | \$11,880.00         |
| TAX     | <b>2</b>    | <b>Assess &amp; Define</b>  | <b>Control Point 2</b>              | 55             | <b>Control Point 2: Assess &amp; Define Stage Acceptance</b>  | <b>\$11,880.00</b>  |
| TAX     | 3           | Prepare Solution            | 3.1 Initial System Deployment       | 56             | Installation Checklist/System Document                        | \$9,281.25          |
| TAX     | 3           | Prepare Solution            | 3.2 Configuration                   | 57             | Initial Configuration Documentation                           | \$9,281.25          |
| TAX     | 3           | Prepare Solution            | 3.2 Configuration                   | 58             | Revised Configuration Documentation                           | \$9,281.25          |
| TAX     | 3           | Prepare Solution            | 3.3 Process Refinement              | 59             | Solution Validation Test Plan w/Integrations                  | \$9,281.25          |
| TAX     | 3           | Prepare Solution            | 3.3 Process Refinement              | 60             | Initial End User Process Guides                               | \$9,281.25          |
| TAX     | 3           | Prepare Solution            | 3.4 Data Conversion Delivery        | 61             | Data Conversion Code Mapping Completed                        | \$9,281.25          |
| TAX     | 3           | Prepare Solution            | 3.4 Data Conversion Delivery        | 62             | Data Conversion Validated/Reviewed and Ready for Final P      | \$9,281.25          |
| TAX     | <b>3</b>    | <b>Prepare Solution</b>     | <b>Control Point 3</b>              | 63             | <b>Control Point 3: Prepare Solution Stage Acceptance</b>     | <b>\$9,281.25</b>   |
| TAX     | 4           | Production Readiness        | 4.1 Solution Validation             | 64             | Solution Validation Report w/Integrations                     | \$9,281.25          |
| TAX     | 4           | Production Readiness        | 4.1 Solution Validation             | 65             | Validate Forms                                                | \$9,281.25          |
| TAX     | 4           | Production Readiness        | 4.2 Go Live Readiness               | 66             | Go-Live Checklist and Cutover Plan                            | \$9,281.25          |
| TAX     | 4           | Production Readiness        | 4.2 Go Live Readiness               | 67             | Go-Live Readiness Assessment Report                           | \$9,281.25          |
| TAX     | 4           | Production Readiness        | 4.3 End User Training               | 68             | Refined End User Process Guides                               | \$9,281.25          |
| TAX     | 4           | Production Readiness        | 4.3 End User Training               | 69             | End User Training Plan                                        | \$9,281.25          |
| TAX     | 4           | Production Readiness        | 4.2 Go Live Readiness               | 70             | Final Conversions Loaded to Production Environment            | \$9,281.25          |
| TAX     | <b>4</b>    | <b>Production Readiness</b> | <b>Control Point 4</b>              | 71             | <b>Control Point 4: Production Readiness Stage Acceptance</b> | <b>\$9,281.25</b>   |
| TAX     | 5           | Production                  | 5.1 Go Live                         | 72             | Live Processing in Production Environment                     | \$5,940.00          |
| TAX     | 5           | Production                  | 5.2 Transition to Client Services   | 73             | Client Support Document & Meeting                             | \$5,940.00          |
| TAX     | 5           | Production                  | 5.2 Transition to Client Services   | 74             | Outstanding Critical Issues & Actions Plan                    | \$5,940.00          |
| TAX     | 5           | Production                  | 5.3 Post Go Live Activities         | 75             | Post Go Live Plan & Schedule                                  | \$5,940.00          |
| TAX     | <b>5</b>    | <b>Production</b>           | <b>Control Point 5</b>              | 76             | <b>Control Point 5: Production Stage Acceptance</b>           | <b>\$5,940.00</b>   |
| TAX     | 6           | Close                       | 6.1 Phase Close Out                 | 77             | Phase Closeout Meeting                                        | \$7,425.00          |
| TAX     | 6           | Close                       | 6.1 Phase Close Out                 | 78             | Final Action Plan                                             | \$7,425.00          |
| TAX     | 6           | Close                       | 6.1 Phase Close Out                 | 79             | Phase Closure Report                                          | \$7,425.00          |
| TAX     | <b>6</b>    | <b>Close</b>                | <b>Control Point 6</b>              | 80             | <b>Control Point 6: Phase Close Acceptance</b>                | <b>\$7,425.00</b>   |
| TAX TTL |             |                             |                                     |                |                                                               | <b>\$297,000.00</b> |
|         |             |                             |                                     |                |                                                               | <b>\$596,700.00</b> |



## Exhibit C

### SERVICE LEVEL AGREEMENT

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### III. **Service Availability**

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

##### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

| Client Relief Schedule |                                            |
|------------------------|--------------------------------------------|
| Actual Attainment      | Client Relief                              |
| 99.99% - 99.70%        | Remedial action will be taken              |
| 99.69% - 98.50%        | 2% of SaaS Fees paid for applicable month  |
| 98.49% - 97.50%        | 4% of SaaS Fees paid for applicable month  |
| 97.49% - 96.50%        | 6% of SaaS Fees paid for applicable month  |
| 96.49% - 95.50%        | 8% of SaaS Fees paid for applicable month  |
| Below 95.50%           | 10% of SaaS Fees paid for applicable month |

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## **Exhibit D**

### **Third-Party Terms**

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



**Exhibit E**  
**Statement of Work**

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# City of Kingsport

SOW from Tyler Technologies, Inc.

11/18/2025

Presented to:

City of Kingsport, TN  
225 W Center St  
Kingsport, TN 37660

Contact:

Newell Price

Email: [Newell.Price@TylerTech.com](mailto:Newell.Price@TylerTech.com)

1 Tyler Drive, Yarmouth, Maine 04096

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of Kingsport (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.3 Methodology

This is accomplished by the City of Kingsport and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Kingsport’s complexity and organizational needs.



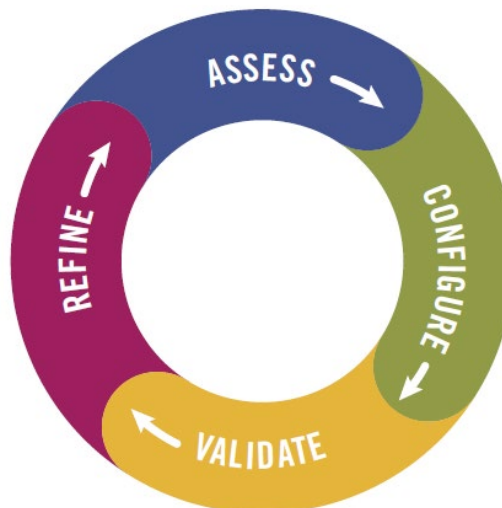
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of Kingsport and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Kingsport and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City of Kingsport's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



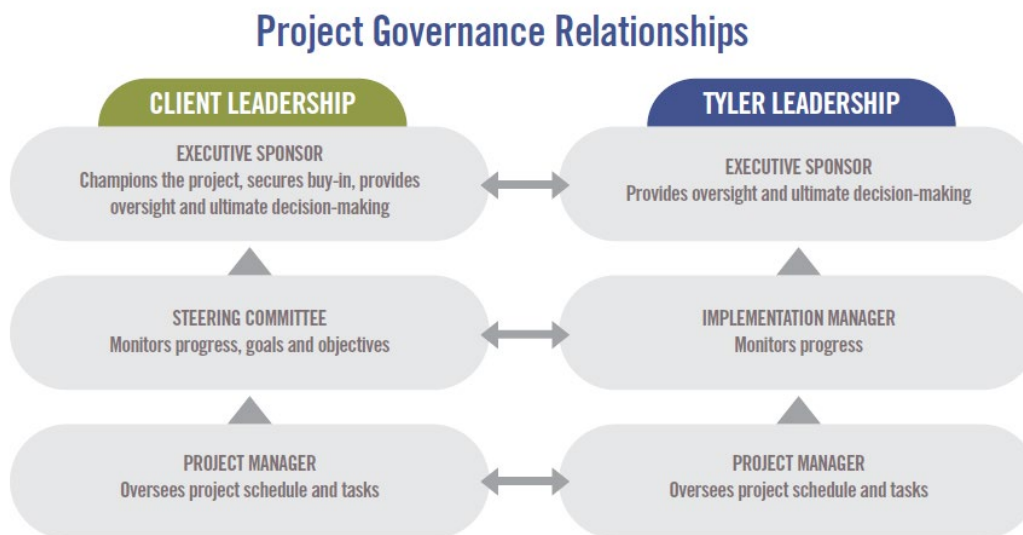
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City of Kingsport collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Kingsport Steering Committee become the escalation points to triage responses prior to escalation to the City of Kingsport and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Kingsport and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of Kingsport; for example, the City of Kingsport may decide it no longer



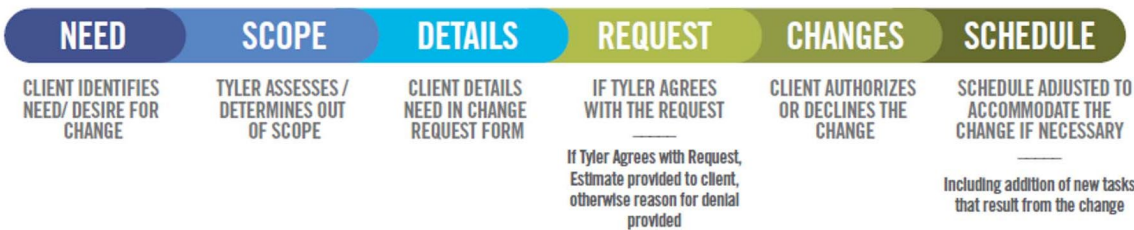


needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City of Kingsport, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Kingsport will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of Kingsport). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

### Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Kingsport office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Kingsport will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of Kingsport feedback and approval on Project deliverables will be critical to the success of the Project. The City of Kingsport project manager will strive to gain deliverable and decision approvals from all authorized City of Kingsport representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Kingsport department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of Kingsport shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Kingsport does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Kingsport does not agree the Deliverable or Control Point meets requirements, the City of Kingsport shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Kingsport shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Kingsport does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of Kingsport and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Kingsport, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Kingsport project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



Tyler is committed to utilizing the personnel identified in the Project Plan as key resources for the duration of the project. Tyler shall maintain a stable project team of qualified resources and shall not replace any assigned personnel for purposes of staffing other client implementation projects.

### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Kingsport 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City of Kingsport 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Kingsport management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City of Kingsport, the Tyler Project Manager provides regular updates to the City of Kingsport Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City of Kingsport project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.



- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City of Kingsport project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of Kingsport and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Kingsport any items that may impact the outcomes of the Project.
- Collaborates with the City of Kingsport 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City of Kingsport 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Kingsport and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City of Kingsport through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Kingsport transitions to Client Services.
- Facilitates training sessions and discussions with the City of Kingsport and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.



### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City of Kingsport.
- Loads City of Kingsport provided GIS data into the system.

### 5.1.7 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the City of Kingsport, as the City of Kingsport builds interfaces.

## 5.2 City of Kingsport Roles & Responsibilities

City of Kingsport resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 City of Kingsport Executive Sponsor

The City of Kingsport executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Kingsport steering committee, project manager(s), and functional leads to make critical business decisions for the City of Kingsport.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 City of Kingsport Steering Committee

The City of Kingsport steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Kingsport project manager and Project through participation in regular internal meetings. The City of Kingsport steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Kingsport steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.



- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City of Kingsport Policies
  - Needs of other client projects

### 5.2.3 City of Kingsport Project Manager

The City of Kingsport shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City of Kingsport Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Kingsport project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of Kingsport project manager(s) are responsible for reporting to the City of Kingsport steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City of Kingsport project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of Kingsport and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.



- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City of Kingsport staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of Kingsport resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Kingsport technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 City of Kingsport Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Kingsport project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team



- Coordination of City of Kingsport resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

### 5.2.5 City of Kingsport Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Kingsport business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Kingsport staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 City of Kingsport End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 City of Kingsport Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Kingsport third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City of Kingsport's legacy system per the conversion schedule set forth in the project schedule.





#### 5.2.7.1 City of Kingsport GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City of Kingsport GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 City of Kingsport Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Kingsport's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Kingsport and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 City of Kingsport Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City of Kingsport.

### Work Breakdown Structure (WBS)

| 1. Initiate & Plan          | 2. Assess & Define                  | 3. Prepare Solution           | 4. Production Readiness | 5. Production                     | 6. Close              |
|-----------------------------|-------------------------------------|-------------------------------|-------------------------|-----------------------------------|-----------------------|
| 1.1 Initial Coordination    | 2.1 Solution Orientation            | 3.1 Initial System Deployment | 4.1 Solution Validation | 5.1 Go Live                       | 6.1 Phase Close Out   |
| 1.2 Project/Phase Planning  | 2.2 Current & Future State Analysis | 3.2 Configuration             | 4.2 Go Live Readiness   | 5.2 Transition to Client Services | 6.2 Project Close Out |
| 1.3 Infrastructure Planning | 2.3 Modification Analysis           | 3.3 Process Refinement        | 4.3 End User Training   | 5.3 Post Go Live Activities       |                       |
| 1.4 Stakeholder Meeting     | 2.4 Conversion Assessment           | 3.4 Conversion Delivery       |                         |                                   |                       |
| 1.5 GIS Planning*           | 2.5 Data Assessment                 | 3.5 Data Delivery             |                         |                                   |                       |
|                             |                                     | 3.6 Modifications*            |                         |                                   |                       |

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Kingsport with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City of Kingsport gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Kingsport's team. During this step, Tyler will work with the City of Kingsport to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Kingsport project team.

| STAGE 1                                                                                 | Initial Coordination |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager    | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned                                                          | A                    | R                      | C               | I                         | I            | I                     | I                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| City of Kingsport project team is assigned                                              |                      |                        |                 |                           |              |                       |                    |                 | A                 | I                  | R               | I                | I                       | I                             |                  |           |                 |
| Provide initial project documents to the City of Kingsport                              |                      | A                      | R               | C                         |              |                       | C                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| Gather preliminary information requested                                                |                      |                        | I               |                           |              |                       |                    |                 | A                 |                    | R               | C                |                         | C                             |                  | C         | C               |
| Sales to implementation knowledge transfer                                              |                      | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |



|                                                                               |  |   |   |  |  |  |  |  |  |  |   |  |  |  |  |  |  |
|-------------------------------------------------------------------------------|--|---|---|--|--|--|--|--|--|--|---|--|--|--|--|--|--|
| Create Project Portal to store project artifacts and facilitate communication |  | A | R |  |  |  |  |  |  |  | I |  |  |  |  |  |  |
|-------------------------------------------------------------------------------|--|---|---|--|--|--|--|--|--|--|---|--|--|--|--|--|--|

|        |                    |
|--------|--------------------|
| Inputs | Contract documents |
|        | Statement of Work  |

|                      |                                   |
|----------------------|-----------------------------------|
| Outputs/Deliverables | Working initial project documents |
|                      | Project portal                    |

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

**6.1.2 Project/Phase Planning**

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City of Kingsport to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City of Kingsport Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City of Kingsport’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City of Kingsport Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City of Kingsport with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

|         |                        |                   |
|---------|------------------------|-------------------|
| STAGE 1 | Project/Phase Planning |                   |
|         | Tyler                  | City of Kingsport |

|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Schedule and conduct planning session(s)                                                |                   | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                                      |                  |           |                 |
| Develop Project Management Plan                                                         |                   | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                                      |                  |           |                 |
| Develop initial project schedule                                                        |                   | A                      | R               | I                         | I            | I                     | I                  |                 | I                 | I                  | C               | C                | I                       | I                                    | C                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Contract documents             |
|        | Statement of Work              |
|        | Guide to Starting Your Project |

| Outputs / Deliverables |                          | Acceptance Criteria [only] for Deliverables                                                                  |
|------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------|
|                        | Project Management Plan  | Delivery of document                                                                                         |
|                        | Project Operational Plan | Delivery of document                                                                                         |
|                        | Initial Project Schedule | City of Kingsport provides acceptance of schedule based on resource availability, project budget, and goals. |

#### Work package assumptions:

- City of Kingsport has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The City of Kingsport is responsible for the installation, setup and maintenance of all peripheral devices.

#### Objectives:

- Ensure the City of Kingsport's infrastructure meets Tyler's application requirements.
- Ensure the City of Kingsport's infrastructure is scheduled to be in place and available for use on time.

|         |                         |                   |
|---------|-------------------------|-------------------|
| STAGE 1 | Infrastructure Planning |                   |
|         | Tyler                   | City of Kingsport |



|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                        |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts | Department Heads | End Users | Technical Leads |
| Initial Infrastructure Communication                                                    |                   | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | C               |                  |                         |                        |                  |           | C               |
| Schedule Environment Availability                                                       |                   | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                        |                  |           |                 |

|        |                                     |
|--------|-------------------------------------|
| Inputs | Initial Infrastructure Requirements |
|--------|-------------------------------------|

|                        |                                       |                                             |
|------------------------|---------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                       | Acceptance Criteria [only] for Deliverables |
|                        | Completed Infrastructure Requirements | Delivery of Requirements                    |

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Kingsport Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Kingsport team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1                                                                                 | Stakeholder Meeting |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|-----------------------------------------------------------------------------------------|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler               |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                                |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager   | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Create Stakeholder Meeting Presentation                                                 | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               |                  | I                       |                                |                  |           |                 |
| Review Stakeholder Meeting Presentation                                                 |                     | I                      | C               |                           |              |                       |                    |                 | A                 |                    | R               |                  | C                       |                                |                  |           |                 |



|                                          |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |
|------------------------------------------|---|---|---|---|---|--|--|--|---|---|---|---|---|---|---|---|---|
| Perform Stakeholder Meeting Presentation | I | A | R | I | I |  |  |  | I | I | C | I | I | I | I | I | I |
|------------------------------------------|---|---|---|---|---|--|--|--|---|---|---|---|---|---|---|---|---|

|        |                         |
|--------|-------------------------|
| Inputs | Agreement               |
|        | SOW                     |
|        | Project Management Plan |

|                        |                                  |                                             |
|------------------------|----------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Stakeholder Meeting Presentation |                                             |

#### Work package assumptions:

- None

### 6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other City of Kingsport offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

#### Objectives:

- Identify all City of Kingsport GIS data sources and formats.
- Tyler to understand the City of Kingsport's GIS needs and practices.
- Ensure the City of Kingsport's GIS data meets Tyler product requirements.

| STAGE 1                                                                                 | GIS Preparation   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Initial GIS Planning Meeting                                                            |                   | A                      | R               |                           |              |                       | C                  |                 |                   |                    | C               |                  |                         |                               |                  |           | C               |
| Determine all GIS Data Sources                                                          |                   |                        | I               |                           |              |                       | I                  |                 | A                 |                    | R               |                  |                         |                               |                  |           | C               |
| Provide Source GIS Data                                                                 |                   |                        | I               |                           |              |                       | I                  |                 | A                 |                    | R               |                  |                         |                               |                  |           | C               |
| Review GIS Data and Provide Feedback                                                    |                   | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                               |                  |           | C               |

|        |                           |
|--------|---------------------------|
| Inputs | GIS Requirements Document |
|--------|---------------------------|



|                        |                           |                                             |
|------------------------|---------------------------|---------------------------------------------|
| Outputs / Deliverables |                           | Acceptance Criteria [only] for Deliverables |
|                        | Production Ready Map Data | Meets Tyler GIS Requirements.               |

**Work package assumptions:**

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City of Kingsport is responsible for maintaining the GIS data.

## 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of Kingsport
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Kingsport business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of Kingsport collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Kingsport team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Kingsport team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.





Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of Kingsport for current and future state analysis.

| STAGE 2                                                                                 | Solution Orientation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                                |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager    | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Provide pre-requisites                                                                  |                      |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                              | I                |           | I               |
| Complete pre-requisites                                                                 |                      |                        |                 |                           |              |                       |                    |                 |                   |                    | A               | R                |                         | C                              |                  |           | C               |
| Conduct orientation                                                                     |                      |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                              | I                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
|        | Training Plan                  |

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of Kingsport and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Kingsport will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of Kingsport's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.



| STAGE 2                                                                                 | Current & Future State Analysis |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|-----------------------------------------------------------------------------------------|---------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                           |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                                |                  |           |                 |
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| Current State process review                                                            |                                 |                        | A               | R                         | I            | I                     | I                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Discuss future-state options                                                            |                                 |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Make future-state decisions (non-COTS)                                                  |                                 |                        | C               | C                         | C            | C                     | C                  |                 |                   |                    | A               | R                | I                       | C                              |                  |           | C               |
| Document anticipated configuration options required to support future state             |                                 |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | I               | I                | I                       | I                              |                  |           | I               |

|        |                                               |
|--------|-----------------------------------------------|
| Inputs | City of Kingsport current state documentation |
|        | Solution Orientation completion               |

|                        |                                                                                                                  |                                             |
|------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                                                                                                  | Acceptance Criteria [only] for Deliverables |
|                        | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document                        |

#### Work package assumptions:

- City of Kingsport attendees possess sufficient knowledge and authority to make future state decisions.
- The City of Kingsport is responsible for any documentation of current state business processes.
- The City of Kingsport can effectively communicate current state processes.

### 6.2.3 This work package is not applicable.

### 6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

#### Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2                                                                                 | Data Conversion Assessment |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                      |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
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| Extract Data from Source Systems                                                        |                            |                        | I               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
| Review and Scrub Source Data                                                            |                            |                        | I               | I                         | I            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           | I               |
| Build/Update Data Conversion Plan                                                       |                            |                        | R               | C                         | C            |                       |                    |                 |                   |                    | C               | I                | I                       | I                             |                  |           | I               |

|        |                                                            |
|--------|------------------------------------------------------------|
| Inputs | City of Kingsport Source data                              |
|        | City of Kingsport Source data Documentation (if available) |

|                        |                                    |                                                                     |
|------------------------|------------------------------------|---------------------------------------------------------------------|
| Outputs / Deliverables |                                    | Acceptance Criteria [only] for Deliverables                         |
|                        | Data Conversion Plan built/updated | City of Kingsport Acceptance of Data Conversion Plan, if Applicable |

#### Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Kingsport representatives to identify business rules before writing the conversion.
- City of Kingsport subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

### 6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:



- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

#### Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Kingsport against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- The City of Kingsport can access the software.

| STAGE 3                                                                                 | Initial System Deployment (Hosted/SaaS)* |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|-----------------------------------------------------------------------------------------|------------------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                                    |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                                      |                  |           |                 |
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| Prepare hosted environment                                                              |                                          |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software for Included Environments                                     |                                          |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software on City of                                                    |                                          |                        | I               |                           |              |                       | C                  |                 |                   |                    | A               |                  |                         |                                      |                  |           | R               |



|                                                      |  |  |   |  |  |  |   |  |  |  |   |  |  |  |  |  |   |
|------------------------------------------------------|--|--|---|--|--|--|---|--|--|--|---|--|--|--|--|--|---|
| Kingsport Devices (if applicable)                    |  |  |   |  |  |  |   |  |  |  |   |  |  |  |  |  |   |
| Tyler System Administration Training (if applicable) |  |  | A |  |  |  | R |  |  |  | I |  |  |  |  |  | C |

| Outputs / Deliverables |                                                                             | Acceptance Criteria [only] for Deliverables |
|------------------------|-----------------------------------------------------------------------------|---------------------------------------------|
|                        | Licensed Software is Installed on the Server(s)                             | Software is accessible                      |
|                        | Licensed Software is Installed on City of Kingsport Devices (if applicable) | Software is accessible                      |
|                        | Installation Checklist/System Document                                      |                                             |

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City of Kingsport will provide network access for Tyler modules, printers, and Internet access to all applicable City of Kingsport and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City of Kingsport to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City of Kingsport collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate the City of Kingsport Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3                                                                                 | Configuration     |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
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| Conduct configuration training                                                          |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           |                 |



|                                                                   |  |  |   |   |  |  |  |   |  |  |   |   |  |   |  |  |   |
|-------------------------------------------------------------------|--|--|---|---|--|--|--|---|--|--|---|---|--|---|--|--|---|
| Complete Tyler configuration tasks (where applicable)             |  |  | A | R |  |  |  |   |  |  | I | I |  | I |  |  |   |
| Complete City of Kingsport configuration tasks (where applicable) |  |  | I | C |  |  |  |   |  |  | A | R |  | C |  |  |   |
| Standard interfaces configuration and training (if applicable)    |  |  | A | R |  |  |  | C |  |  | I | C |  | C |  |  | C |
| Updates to Solution Validation testing plan                       |  |  | C | C |  |  |  |   |  |  | A | R |  | C |  |  | C |

|        |                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------|
| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|--------|------------------------------------------------------------------------------------------------------------------|

|                        |                   |                                             |
|------------------------|-------------------|---------------------------------------------|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables |
|                        | Configured System |                                             |

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of Kingsport is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the City of Kingsport users on how to execute processes in the system to prepare them for the validation of the software. The City of Kingsport collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that the City of Kingsport understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3                                                                                 | Process Refinement |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|--------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler              |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
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|                                                                         |  |  |   |   |  |  |   |  |  |   |   |   |   |   |  |  |   |
|-------------------------------------------------------------------------|--|--|---|---|--|--|---|--|--|---|---|---|---|---|--|--|---|
| Conduct process training                                                |  |  | A | R |  |  |   |  |  |   | I | C | I | C |  |  |   |
| Confirm process decisions                                               |  |  | I | C |  |  |   |  |  | A | R | C | I | C |  |  |   |
| Test configuration                                                      |  |  | I | C |  |  |   |  |  |   | A | R |   | C |  |  |   |
| Refine configuration (City of Kingsport Responsible)                    |  |  | I | C |  |  |   |  |  |   | A | R |   | C |  |  |   |
| Refine configuration (Tyler Responsible)                                |  |  | A | R |  |  |   |  |  |   | I | I |   | I |  |  |   |
| Validate interface process and results                                  |  |  | I | C |  |  | C |  |  |   | A | R |   | C |  |  | C |
| Update City of Kingsport-specific process documentation (if applicable) |  |  | I | C |  |  |   |  |  |   | A | R |   | C |  |  |   |
| Updates to Solution Validation testing plan                             |  |  | C | C |  |  |   |  |  |   | A | R |   | C |  |  | C |

|        |                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------|
| Inputs | Initial Configuration                                                                                            |
|        | Documentation that describes future state decisions and configuration options to support future state decisions. |
|        | Solution validation test plan                                                                                    |

|                        |                                                                                             |                                             |
|------------------------|---------------------------------------------------------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                                                                             | Acceptance Criteria [only] for Deliverables |
|                        | Updated solution validation test plan                                                       |                                             |
|                        | Completed City of Kingsport-specific process documentation (completed by City of Kingsport) |                                             |

#### Work package assumptions:

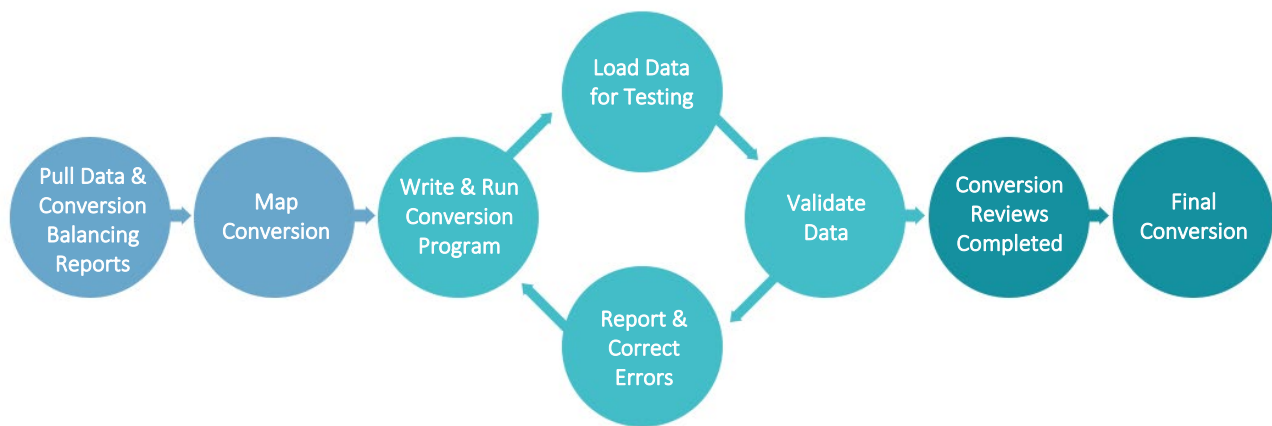
- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Kingsport's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Kingsport will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Kingsport to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





### Objectives:

- Data is ready for production (Conversion).

| STAGE 3                                                                                    | Data Delivery & Conversion |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|--------------------------------------------------------------------------------------------|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|                                                                                            | Tyler                      |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                                      |                  |           |                 |
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| Provide data crosswalks/code mapping tool                                                  |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | I                |                         | I                                    |                  |           |                 |
| Populate data crosswalks/code mapping tool                                                 |                            |                        | I               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Iterations: Conversion Development                                                         |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Iterations: Deliver converted data                                                         |                            |                        | A               |                           | R            |                       | I                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Iterations: Proof/Review data and reconcile to source system                               |                            |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           | C               |





|        |                      |
|--------|----------------------|
| Inputs |                      |
|        | Data Conversion Plan |
|        | Configuration        |

|                        |                                          |                                                         |
|------------------------|------------------------------------------|---------------------------------------------------------|
| Outputs / Deliverables |                                          | Acceptance Criteria [only] for Deliverables             |
|                        | Code Mapping Complete / Validated        |                                                         |
|                        | Conversion Iterations / Reviews Complete | Conversion complete, verified, and ready for final pass |

#### Work package assumptions:

- The City of Kingsport will provide a single file layout per source system as identified in the investment summary.
- The City of Kingsport subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Kingsport project team will be responsible for completing the code mapping activity, with assistance from Tyler.

### 6.3.5 This work package is not applicable.

### 6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Kingsport team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of Kingsport to review the status of the project and the organizations readiness for go-live.



### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of Kingsport verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of Kingsport organization is ready to move forward with go-live and training (if applicable).

| STAGE 4                                                                                 | Solution Validation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler               |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
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| Update Solution Validation plan                                                         |                     |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                             |                  |           |                 |
| Update test scripts (as applicable)                                                     |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Perform testing                                                                         |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Document issues from testing                                                            |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Perform required follow-up on issues                                                    |                     |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                             |                  |           |                 |

|        |                                                                                  |
|--------|----------------------------------------------------------------------------------|
| Inputs | Solution Validation plan                                                         |
|        | Completed work product from prior stages (configuration, business process, etc.) |

|                        |                            |                                                       |
|------------------------|----------------------------|-------------------------------------------------------|
| Outputs / Deliverables |                            | Acceptance Criteria [only] for Deliverables           |
|                        | Solution Validation Report | City of Kingsport updates report with testing results |

#### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.



## 6.4.2 Go-Live Readiness

Tyler and the City of Kingsport will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City of Kingsport has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Kingsport will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4                                                                                 | Go-Live Readiness |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
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| Perform Readiness Assessment                                                            | I                 | A                      | R               | C                         | C            | I                     | C                  | I               | I                 | I                  | I               |                  | I                       |                               |                  |           | I               |
| Conduct Go-Live planning session                                                        |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | C                       | C                             | C                |           | C               |
| Order peripheral hardware (if applicable)                                               |                   |                        | I               |                           |              |                       |                    |                 |                   | A                  | R               |                  |                         |                               |                  |           | C               |
| Confirm procedures for Go-Live issue reporting & resolution                             |                   | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | C               | C                | I                       | I                             | I                | I         | I               |
| Develop Go-Live checklist                                                               |                   | A                      | R               | C                         | C            |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           | C               |
| Final system infrastructure review (where applicable)                                   |                   |                        | A               |                           |              |                       | R                  |                 |                   |                    | C               |                  |                         |                               |                  |           | C               |

|        |                        |
|--------|------------------------|
| Inputs | Future state decisions |
|        | Go-live checklist      |

|                        |                           |                                                                                  |
|------------------------|---------------------------|----------------------------------------------------------------------------------|
| Outputs / Deliverables |                           | Acceptance Criteria [only] for Deliverables                                      |
|                        | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to the City of Kingsport |

Work package assumptions:



- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City of Kingsport users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of Kingsport specific business process documentation. City of Kingsport-led training labs using City of Kingsport specific business process documentation if created by the City of Kingsport can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- The City of Kingsport is prepared for on-going training and support of the application.

| STAGE 4                                                                                 | End User Training |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Update training plan                                                                    |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               |                  | I                       |                               | C                |           |                 |
| End User training (Tyler-led)                                                           |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             | C                | C         |                 |
| Train-the-trainer                                                                       |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           |                 |
| End User training (City of Kingsport-led)                                               |                   |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                | I                       | C                             | C                | C         |                 |

|        |                                                |
|--------|------------------------------------------------|
| Inputs | Training Plan                                  |
|        | List of End Users and their Roles / Job Duties |
|        | Configured Tyler System                        |

|                        |                   |                                                       |
|------------------------|-------------------|-------------------------------------------------------|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables           |
|                        | End User Training | City of Kingsport signoff that training was delivered |



#### Work package assumptions:

- The City of Kingsport project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of Kingsport as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Kingsport departments.
- The City of Kingsport will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

#### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

#### Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of Kingsport will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City of Kingsport to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of Kingsport and Tyler will complete work assigned to prepare for Go-Live.

The City of Kingsport provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of Kingsport manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City of Kingsport during Go-Live activities. The City of Kingsport transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:



- Execute day to day processing in Tyler software.
- City of Kingsport data available in Production environment.

| STAGE 5                                                                                 | Go-Live           |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Provide final source data extract, if applicable                                        |                   |                        | C               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
| Final source data pushed into production environment, if applicable                     |                   |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           | C               |
| Proof final converted data, if applicable                                               |                   |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Complete Go-Live activities as defined in the Go-Live action plan                       |                   |                        | C               | C                         | C            |                       |                    |                 |                   | A                  | R               | C                | I                       | C                             |                  |           |                 |
| Provide Go-Live assistance                                                              |                   |                        | A               | R                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                             |                  | I         | C               |

|        |                                       |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
|        | Final source data (if applicable)     |

|                        |                                             |                                                                        |
|------------------------|---------------------------------------------|------------------------------------------------------------------------|
| Outputs / Deliverables |                                             | Acceptance Criteria [only] for Deliverables                            |
|                        | Data is available in production environment | City of Kingsport confirms data is available in production environment |

#### Work package assumptions:

- The City of Kingsport will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Kingsport business processes required for Go-Live are fully documented and tested.
- The City of Kingsport Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Kingsport Project Team and Power User's provide business process context to the end users during Go-Live.



## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of Kingsport onto the Tyler Client Services team, who provides the City of Kingsport with assistance following Go-Live, officially transitioning the City of Kingsport to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of Kingsport teams for key processes and subject areas.

| STAGE 5                                                                                           | Transition to Client Services |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|---------------------------------------------------------------------------------------------------|-------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                                   | Tyler                         |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed           | Executive Manager             | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Transfer City of Kingsport to Client Services and review issue reporting and resolution processes | I                             | I                      | A               | I                         | I            |                       |                    | R               | I                 | I                  | C               | C                |                         | C                             |                  |           |                 |
| Review long term maintenance and continuous improvement                                           |                               |                        | A               |                           |              |                       |                    | R               |                   |                    | C               | C                |                         | C                             |                  |           |                 |

|        |                       |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

|                        |                                  |                                             |
|------------------------|----------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Client Services Support Document |                                             |

### Work package assumptions:

- No material project issues remain without assignment and plan.

## 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.



## Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

| STAGE 5                                                                                 | Post Go-Live Activities |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                   |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager       | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are planned for delivery after go-live              |                         | A                      | R               | C                         | C            | C                     | C                  | I               |                   |                    | C               | C                | I                       | C                             |                  |           | C               |
| Determine resolution plan in preparation for phase or project close out                 |                         | A                      | R               | C                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                             |                  |           |                 |

|        |                                 |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

|                        |                    |                                             |
|------------------------|--------------------|---------------------------------------------|
| Outputs / Deliverables |                    | Acceptance Criteria [only] for Deliverables |
|                        | Updated issues log |                                             |

## Work package assumptions:

- System is being used in a live production state.

## 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.





## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Kingsport transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of Kingsport for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and the City of Kingsport teams that activities within this phase are complete.

| STAGE 6                                                                                 | Phase Close Out   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables                            | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                               |                  |           |                 |
| Hold post phase review meeting                                                          |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |
| Release phase-dependent Tyler project resources                                         | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |

| Participants | Tyler                                                       | City of Kingsport                              |
|--------------|-------------------------------------------------------------|------------------------------------------------|
|              | Project Leadership                                          | Project Manager                                |
|              | Project Manager                                             | Project Sponsor(s)                             |
|              | Implementation Consultants                                  | Functional Leads, Power Users, Technical Leads |
|              | Technical Consultants (Conversion, Deployment, Development) |                                                |
|              | Client Services                                             |                                                |

| Inputs | Contract          |
|--------|-------------------|
|        | Statement of Work |
|        | Project artifacts |



| Outputs / Deliverables |                                           | Acceptance Criteria [only] for Deliverables |
|------------------------|-------------------------------------------|---------------------------------------------|
|                        | Final action plan (for outstanding items) |                                             |
|                        | Reconciliation Report                     |                                             |
|                        | Post Phase Review                         |                                             |

#### Work package assumptions:

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of Kingsport may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of Kingsport teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6                                                                                 | Project Close Out |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                                |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Conduct post project review                                                             |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Deliver post project report to City of Kingsport and Tyler leadership                   | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                                |                  |           |                 |
| Release Tyler project resources                                                         | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                                |                  |           |                 |

| Inputs | Contract          |
|--------|-------------------|
|        | Statement of Work |

| Outputs / Deliverables | Acceptance Criteria [only] for Deliverables |
|------------------------|---------------------------------------------|
|------------------------|---------------------------------------------|



|  |                     |                                                                                                                       |
|--|---------------------|-----------------------------------------------------------------------------------------------------------------------|
|  | Post Project Report | City of Kingsport acceptance; Completed report indicating all project Deliverables and milestones have been completed |
|--|---------------------|-----------------------------------------------------------------------------------------------------------------------|

#### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the City of Kingsport will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Kingsport Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Kingsport project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of Kingsport is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of Kingsport to make process changes.



- The City of Kingsport is responsible for defining, documenting, and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Kingsport is responsible for managing Organizational Change. Impacted City of Kingsport resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City of Kingsport resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- City of Kingsport resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Kingsport team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of Kingsport will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of Kingsport will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City of Kingsport makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of Kingsport will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of Kingsport will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Kingsport is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Kingsport representatives to identify business rules before writing the conversion. The City of Kingsport must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City of Kingsport will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City of Kingsport Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Kingsport is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- The City of Kingsport will provide dedicated space for Tyler staff to work with City of Kingsport resources for both on-site and remote sessions. If Phases overlap, City of Kingsport will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of Kingsport will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

| Word or Term                                   | Definition                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Acceptance</b>                              | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.                                                                                                                                                                                                                                                |
| <b>Accountable</b>                             | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]                                                                                                                                                  |
| <b>Application</b>                             | A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.                                                                                                                                                                                                                     |
| <b>Application Programming Interface (API)</b> | A defined set of tools/methods to pass data to and received data from Tyler software products                                                                                                                                                                                                                                                  |
| <b>Agreement</b>                               | This executed legal contract that defines the products and services to be implemented or performed.                                                                                                                                                                                                                                            |
| <b>Business Process</b>                        | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.                                                                                                                                                                                                                       |
| <b>Business Requirements Document</b>          | A specification document used to describe Client requirements for contracted software modifications.                                                                                                                                                                                                                                           |
| <b>Change Request</b>                          | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.                                                                                                                                                            |
| <b>Change Management</b>                       | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes                                                                                                                                                                                                          |
| <b>Code Mapping [where applicable]</b>         | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| <b>Consulted</b>                               | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]                                                                                                                                                                                                               |
| <b>Control Point</b>                           | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.                                                                                                                                                    |
| <b>Data Mapping [where applicable]</b>         | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.                                                                          |
| <b>Deliverable</b>                             | A verifiable document or service produced as part of the Project, as defined in the work packages.                                                                                                                                                                                                                                             |
| <b>Go-Live</b>                                 | The point in time when the Client is using the Tyler software to conduct daily operations in Production.                                                                                                                                                                                                                                       |
| <b>Informed</b>                                | Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]                                                                                                                                                                             |



|                              |                                                                                                                                                                                                                                                                                                                               |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Infrastructure</b>        | The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.                                                                                                                                                                                           |
| <b>Interface</b>             | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.                |
| <b>Integration</b>           | A standard exchange or sharing of common data within the Tyler system or between Tyler applications                                                                                                                                                                                                                           |
| <b>Legacy System</b>         | The software from which a client is converting.                                                                                                                                                                                                                                                                               |
| <b>Modification</b>          | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.                                                                                                                                                         |
| <b>On-site</b>               | Indicates the work location is at one or more of the client's physical office or work environments.                                                                                                                                                                                                                           |
| <b>Organizational Change</b> | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.                                                                                                                                                            |
| <b>Output</b>                | A product, result or service generated by a process.                                                                                                                                                                                                                                                                          |
| <b>Peripheral devices</b>    | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.                                                                                                                                                                                                |
| <b>Phase</b>                 | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| <b>Project</b>               | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.                                                                                                                                                                                     |
| <b>RACI</b>                  | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).                                  |
| <b>Remote</b>                | Indicates the work location is at one or more of Tyler's physical offices or work environments.                                                                                                                                                                                                                               |
| <b>Responsible</b>           | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]                                                                                                                                                                                                                 |
| <b>Scope</b>                 | Products and services that are included in the Agreement.                                                                                                                                                                                                                                                                     |



|                                       |                                                                                                                                                                    |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Solution</b>                       | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| <b>Stage</b>                          | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.                                                                  |
| <b>Standard</b>                       | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.                                               |
| <b>Statement of Work (SOW)</b>        | Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.                                   |
| <b>System</b>                         | The collective group of software and hardware that is used by the organization to conduct business.                                                                |
| <b>Test Scripts</b>                   | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.                |
| <b>Training Plan</b>                  | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.                      |
| <b>Validation (or to validate)</b>    | The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.                                             |
| <b>Work Breakdown Structure (WBS)</b> | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.                                                          |
| <b>Work Package</b>                   | A group of related tasks within a project.                                                                                                                         |





# Part 4: Appendices

## 9. Conversion

### 9.1 Enterprise ERP Conversion Summary

#### 9.1.1 Asset Maintenance

##### 9.1.1.1 Work Order Assets

- Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc. With one of the 2 optional:

##### 9.1.1.2 Closed Work Order History No Cost Data

- Work Order History with no cost data, this is the basic work order information, the work order number, comments, contacts, description, user defined fields.

##### 9.1.1.3 Work Order History with Cost Data

- Work Order History with cost data, everything included in option 2 but integrated with several other Enterprise ERP modules such as Inventory or Human Resources Management, linking employee numbers, customer number, Inventory items, etc.

#### 9.1.2 Accounting

##### 9.1.2.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

##### 9.1.2.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

#### 9.1.3 Accounts Payable

##### 9.1.3.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

##### 9.1.3.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years



### 9.1.3.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

### 9.1.4 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

### 9.1.5 Inventory

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

### 9.1.6 Project Accounting

#### 9.1.6.1 Project Accounting Master Tables

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

#### 9.1.6.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

#### 9.1.6.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

### 9.1.7 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.



## 10. Additional Appendices

### 10.1 Change Management Services - Enterprise

#### 10.1.1 General Assumptions

- The Tyler Change Management Lead will assist, coach, and monitor the City of Kingsport Change Management Lead and Change Management activities for Phase 1 of the project only.
- The Project Sponsor will be engaged in Change Management activities throughout the project.
- A City of Kingsport Change Management Lead will be assigned to the project and will develop the expertise and capacity to execute Change Management tasks throughout all phases of the project.
- A City of Kingsport Change Management Team will be formed with representation from all impacted areas of the organization.
- Change Management activities will be integrated with the Project Plan and alignment reviewed and modified regularly, as needed.
- The City of Kingsport will identify all stakeholders impacted by the project at the start of the project.
- The City of Kingsport will put feedback mechanisms in place.
- The City of Kingsport will encourage invited staff to participate in surveys used for assessment and monitoring.
- Lessons Learned sessions will be held at the start of each Stage, beginning with Stage 3.

#### 10.1.2 Roles and Responsibilities

##### 10.1.2.1 Tyler Change Management Lead

- Performs a Change Management Assessment of the City of Kingsport and provides detailed results.
- Collaborates with the City of Kingsport to establish an integrated Change Management Guide and related Communication strategies.
- Delivers Change Management Fundamentals training to City of Kingsport Change Management Lead.
- Delivers Change Management coaching presentations to the Sponsor, Change Management Lead, and Change Management Team.
- Assists, trains, and coaches the City of Kingsport Change Management Lead in setting up and maintaining the Change Management Tracking Templates.
- Provides training on Change Management coaching concepts and methodologies.
- Builds Change Management capacity in the City of Kingsport to sustain Change Management activities in future phases of the project.
- Assists the City of Kingsport with the execution of the Change Management Plan in Phase 1 of the project.

##### 10.1.2.2 City of Kingsport Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.



- Monitors post-production performance and new process adherence.

### 10.1.3 Change Management

The following Change Management sections follow the same implementation methodology as defined in Section 6: Project Stages. Each deliverable and acceptance criteria outlined in the Change Management section therefore becomes part of the overall Project Acceptance and Acknowledgement process for each Stage.

#### 10.1.3.1 Initiate and Plan (Stage 1)

N/A

#### 10.1.3.2 Assess and Define (Stage 2)

##### 10.1.3.2.1 Organizational Change Readiness Assessment

Tyler Change Management Lead will use survey tools and interviews to gather information and data to understand the scope and organizational readiness for the planned implementation of the project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

|                                          | Tyler             |                        |                 |                        |                           |                         |                         |                          | City of Kingsport |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|------------------------------------------|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|                                          | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
| Prepare CM Capacity Surveys for Analysis |                   |                        | C               | R                      |                           |                         |                         |                          |                   | C                 |                    | C               |                  | A                      |             |                  |           |                 |                             |                        |
| Take Surveys                             |                   |                        | A               |                        |                           |                         |                         |                          |                   | R                 | R                  | R               | R                | R                      | R           | R                | R         | R               | R                           | R                      |
| Prepare and Deliver Assessment           |                   |                        | A               | R                      |                           |                         |                         |                          |                   | I                 |                    | I               |                  | I                      |             |                  |           |                 |                             | I                      |

##### 10.1.3.2.2 Fundamentals Change Management Introduction

The Tyler Change Management Lead will meet and conduct presentations to the City of Kingsport CM Lead, the City of Kingsport Sponsor, and the City of Kingsport CM Team. The City of Kingsport CM Lead will also attend a change management fundamentals training session provided by the Tyler CM Lead. These presentations and the training will form the foundation and initial Change Management capacity building for the organization.



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|                 | Tyler             |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |
|-----------------|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|
|                 | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads |
| Sponsor Meeting |                   |                        | A               | R                      |                           |                         |                         |                          |                   | R                 |                    | A               |                  | I                      |             |                  |           |                 |
| CM Lead Meeting |                   |                        | A               | R                      |                           |                         |                         |                          |                   |                   |                    | A               |                  | R                      |             |                  |           |                 |
| CM Team Meeting |                   |                        | A               | R                      |                           |                         |                         |                          |                   |                   |                    | A               |                  | I                      |             |                  |           | R               |

#### 10.1.3.2.3 Change Management Plan Preparation

The Tyler Change Management Lead will work with the City of Kingsport CM Lead to complete the Change Management Plan and tools templates.

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|                               | Tyler             |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |
|-------------------------------|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|
|                               | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads |
| Change Management Preparation |                   |                        | A               | R                      |                           |                         |                         |                          |                   |                   |                    | A               |                  | R                      |             |                  |           | I               |

#### 10.1.3.2.4 Change Management Plan Alignment

The Tyler Change Management Lead will review the Change Management Section of the Implementation Plan with the City of Kingsport CM Lead to note any changes that have occurred which will impact the Change



Management Plan. Any changes will be captured, and the Change Management and Project Plans will be updated, with any material changes following the Project Change Control process.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

|  | Tyler             |                        |                 |                        |                           |                         |                         |                          | City of Kingsport |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|--|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|  | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
|  |                   | C                      | A               | R                      |                           |                         |                         |                          |                   | C                 | I                  | A               |                  | R                      |             |                  |           |                 |                             | I                      |

#### 10.1.3.2.5 Control Point 2: Assess & Define Stage Acceptance

#### 10.1.3.2.6 Assess & Define Stage Deliverables

##### Organizational Change Readiness Assessment

- Objective: Determine the organizations preparedness for change activities and determine the ability of the various stakeholders impacted by the change to adopt the change and move toward the future state.
- Scope: Utilize surveys, interviews, and evaluation methodologies to gauge and score the readiness for change, risk of change, and sponsor positioning for the project.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

##### Fundamentals Change Management Introduction

- Objective: Begin the process of developing capacity for change within the organization by helping the organization gain an understanding of Change Management concepts and the various roles utilized to assist in successful Change Management
- Scope: Provide three presentations and reference documents to different audiences; 1) Sponsor, CM Lead, and the Change Management Team, as an overview of their specific roles in Change Management.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

##### Change Management Plan Preparation

- Objective: Change Management Plan with strategies, tactics, and best practices to address specific areas of Change Management based on the Organizational Change Readiness Assessment.



- Scope: Sponsor Strategy, CM Lead Strategy, Coach Strategy, Team Leads Strategy, Communication Strategy, Resistance Management Strategy, Lessons Learned Strategy, and Project Reinforcement Strategy. Sponsor Guide with a Sponsor Messaging Template. Procedural Change Management Guide with a Process Change Tracking Template. Resistance Management Guide with a Resistance Management Tracking Template. Recognition and Lessons Learned Guide with a Lessons Learned Review Template.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

#### Change Management Plan Alignment

- Objective: Ensure the Change Management Plan is in alignment with the Project Plan and that activities and milestones are coordinated with project activities.
- Scope: Modify the Change Management or Project Plan, as required, any material changes follow the project change control process.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

#### 10.1.3.2.7 Assess & Define Stage Acceptance Criteria

- Sponsor Role Presentation
- Change Management Lead Role Development Presentation
- Change Management Team Coaching Presentation
- Organizational Change Readiness Assessment
- Change Management Plan
- Alignment of the Change Management Plan with the Project Plan

#### 10.1.3.3 Prepare Solution (Stage 3)

##### 10.1.3.3.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 2

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.



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|  | Tyler                       |                        |                 |                        |                           |                         |                         |                          | City of Kingsport |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |   |
|--|-----------------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|---|
|  | Executive Manager           | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |   |
|  |                             |                        | I               | C                      | I                         | I                       |                         |                          |                   | R                 | A                  | C               | I                | C                      |             | I                |           | I               |                             | I                      |   |
|  |                             |                        | A               |                        |                           |                         |                         |                          |                   |                   |                    |                 | R                | C                      |             |                  |           | R               |                             |                        |   |
|  |                             |                        | A               | R                      |                           |                         |                         |                          |                   | I                 | I                  | I               |                  | I                      |             |                  |           |                 |                             | I                      |   |
|  | Recognition of Successes    |                        |                 | I                      | C                         | I                       | I                       |                          |                   |                   | R                  | A               | C                | I                      | C           |                  | I         |                 | I                           |                        | I |
|  | Take Surveys                |                        |                 | A                      |                           |                         |                         |                          |                   |                   |                    |                 |                  | R                      | C           |                  |           |                 | R                           |                        |   |
|  | Prepare and Deliver Results |                        |                 | A                      | R                         |                         |                         |                          |                   |                   | I                  | I               | I                |                        | I           |                  |           |                 |                             |                        | I |
|  |                             |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |   |
|  |                             |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |   |

#### 10.1.3.3.2 Change Management Coach Development

Coach Development supports the current project change; but more importantly builds a capacity for change within the organization for future changes. This is a Train-the-Trainer approach whereas the Tyler Change Management Lead provides training, information, and tools for the City of Kingsport Change Management Lead to facilitate sessions for line Managers and Supervisors to gain an understanding of Change Management for use in the Testing and Training Stage of the project.





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|  | Tyler             |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|--|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
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|  |                   |                        | R               |                        |                           |                         |                         |                          |                   | R                 | A                  | R               |                  |                        |             | R                |           |                 |                             |                        |
|  |                   |                        | A               | A                      | I                         |                         |                         |                          |                   |                   |                    | A               |                  | R                      |             |                  |           |                 |                             | R                      |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |

### 10.1.3.3.3 Stage 3 Change Management Program Monitoring Collaboration

The Tyler CM Lead will review the CM Tracking Tools with the City of Kingsport CM Lead to ensure they are up to date and coach the City of Kingsport CM Lead, Sponsor, or CM Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

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|  | Tyler                            |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|--|----------------------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|  | Executive Manager                | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
|  |                                  |                        | A               | I                      |                           |                         |                         |                          |                   |                   |                    | A               |                  | R                      |             |                  |           |                 |                             |                        |
|  | Manage CM Tracking Tools         |                        | I               | I                      | I                         |                         |                         |                          |                   | I                 | I                  | I               |                  | R                      |             |                  |           |                 |                             | I                      |
|  | Have access to CM Tracking Tools |                        | I               | I                      | I                         |                         |                         |                          |                   | I                 | I                  | I               |                  | R                      |             |                  |           |                 |                             | I                      |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |



#### 10.1.3.3.4 Process Change Management Rollout

The current state/future state analysis sessions will drive the information to be captured in the Process Change Tracking tool by functional area (important that Functional Module Leads/SMEs are involved). Major process changes will be captured by the City of Kingsport project team and upon completion of the Process Change Tracking tool by the Project Team, the Tyler CM Lead will coach and help design the process change rollout with City of Kingsport Change Management Lead.

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|                                                              | Tyler             |                        |                 |                        |                           |                         |                         |                          | City of Kingsport |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|--------------------------------------------------------------|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|                                                              | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
| Develop Process Change Rollout                               |                   |                        | I               | A                      |                           |                         |                         |                          |                   | I                 | I                  | I               |                  | R                      |             |                  |           |                 |                             | I                      |
| Communicate Process Changes through-out Testing and Training |                   |                        | R               | R                      | R                         |                         |                         |                          |                   | R                 | R                  | R               | R                | R                      | R           | R                |           | R               | R                           | R                      |

#### 10.1.3.3.5 Control Point 3: Prepare Solution Stage Acceptance

#### 10.1.3.3.6 Build and Validate Stage Deliverables

##### Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

##### Change Management Coach Development

- Objective: Train and coach the City of Kingsport CM Lead and provide a template presentation for the City of Kingsport CM Lead to build Change Management capacity in the organization, inform, and train line managers and supervisors on Change Management concepts in preparation for the Testing and Training stage of the project.
- Scope: Build additional change capacity in the City of Kingsport CM and the organization for the remainder of the project and future change initiatives.



- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

#### Change Management Program Monitoring

- Objective: Ensure performance of the change activities by monitoring and coaching delivery of Change Management components.
- Scope: Tyler CM Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City of Kingsport Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

#### Process Change Management Rollout

- Objective: Capture significant and critical process changes and develop a plan to communicate and prepare end-users for these changes before and during end-user training.
- Scope: All significant and critical process changes brought about by the implementation of the new ERP system.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

#### 10.1.3.3.7 Prepare Solution Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- Template for the Coach Presentation
- Change management Program Monitoring Collaboration Visit(s)
- Completed Process Change Tracking Tool

#### 10.1.3.4 Production Readiness (Stage 4)

##### 10.1.3.4.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 3

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.



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|  | Tyler             |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|--|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|  | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
|  |                   |                        | I               | C                      | I                         | I                       |                         |                          |                   | R                 | A                  | C               | I                | C                      |             | I                |           | I               |                             | I                      |
|  |                   |                        | A               |                        |                           |                         |                         |                          |                   |                   |                    |                 | R                | C                      |             |                  |           | R               |                             |                        |
|  |                   |                        | A               | R                      |                           |                         |                         |                          |                   | I                 | I                  | I               |                  | I                      |             |                  |           |                 |                             | I                      |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                   |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |

#### 10.1.3.4.2 Stage 4 Change Management Program Monitoring Collaboration

The Tyler CM Lead will review the CM Tracking Tools with the City of Kingsport CM Lead to ensure they are up to date and coach the City of Kingsport CM Lead, Sponsor, or CM Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

|  | Tyler                            |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|--|----------------------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|  | Executive Manager                | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
|  |                                  |                        | A               | I                      |                           |                         |                         |                          |                   |                   |                    | A               |                  | R                      |             |                  |           |                 |                             |                        |
|  |                                  | I                      | I               | I                      | I                         |                         |                         |                          |                   | I                 | I                  | I               |                  | R                      |             |                  |           |                 |                             | I                      |
|  | Manage CM Tracking Tools         |                        |                 | A                      | I                         |                         |                         |                          |                   |                   |                    | A               |                  | R                      |             |                  |           |                 |                             |                        |
|  | Have access to CM Tracking Tools |                        | I               | I                      | I                         | I                       |                         |                          |                   | I                 | I                  | I               |                  | R                      |             |                  |           |                 |                             | I                      |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |



### 10.1.3.4.3 Change Management Go-Live Plan

The Tyler CM Lead will work with the Client CM Lead, CM Team, and Project Team to develop and execute a plan to ensure all affected Departments are made aware of the upcoming go-live and activities following go-live. This will include communications (for example: posters, email blasts, countdown clock, Departmental briefings, etc....), as well as capturing and funneling feedback to the Project Team for any rapid resistance management response needed, Sponsor messaging, and achievement celebrations.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

|                                          | Tyler             |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|------------------------------------------|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|                                          | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
| Develop Communication Elements           |                   |                        | C               | R                      | I                         |                         |                         |                          |                   | I                 | I                  | C               | I                | R                      |             |                  |           |                 |                             | R                      |
| Deliver Communication Elements           |                   |                        | C               | C                      | I                         |                         |                         |                          |                   | R                 | A                  | C               | I                | R                      | I           | I                | I         | I               | I                           | R                      |
| Capture Feedback and Mitigate Resistance |                   | I                      | C               | R                      | R                         |                         |                         |                          |                   |                   | I                  | A               | R                | R                      | R           | R                | I         | I               | I                           | R                      |

### 10.1.3.4.4 Control Point 4: Production Readiness

#### Production Readiness Stage Deliverables

##### Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

##### Change Management Program Monitoring

- Objective: Ensure performance of the change activities by monitoring and coaching delivery of Change Management components.



- Scope: Tyler CM Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City of Kingsport Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

#### Change Management Go-Live Process

- Objective: Communicate the schedule of the cutover from the current system and state to the new system and future state, including new processes and mitigation of any resistance.
- Scope: All impacted users.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

#### Production Readiness Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- Change management Program Monitoring Collaboration Visit(s)
- Completed Cutover Communications

#### 10.1.3.5 Production (Stage 5)

##### 10.1.3.5.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 4

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

|                             | Tyler             |                        |                 |                        |                           |                         |                         |                          | City of Kingsport |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|-----------------------------|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|                             | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
| Recognition of Successes    |                   |                        | I               | C                      | I                         | I                       |                         |                          |                   | R                 | A                  | C               | I                | C                      |             | I                |           | I               |                             | I                      |
| Take Surveys                |                   |                        | A               |                        |                           |                         |                         |                          |                   |                   |                    |                 | R                | C                      |             |                  |           | R               |                             |                        |
| Prepare and Deliver Results |                   |                        | A               | R                      |                           |                         |                         |                          |                   | I                 | I                  | I               |                  | I                      |             |                  |           |                 |                             | I                      |



### 10.1.3.5.2 Stage 5: Change Management Program Reinforcement

The Tyler CM Lead will review the CM Tracking Tools with the City of Kingsport CM Lead to ensure they are up to date and coach the City of Kingsport CM Lead, Sponsor, or CM Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

|  | Tyler                            |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|--|----------------------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|  | Executive Manager                | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
|  |                                  |                        | A               | I                      |                           |                         |                         |                          |                   |                   |                    | A               |                  | R                      |             |                  |           |                 |                             |                        |
|  | Manage CM Tracking Tools         |                        | I               | I                      | I                         |                         |                         |                          |                   | I                 | I                  | I               |                  | R                      |             |                  |           |                 |                             | I                      |
|  | Have access to CM Tracking Tools |                        | I               | I                      | I                         |                         |                         |                          |                   | I                 | I                  | I               |                  | R                      |             |                  |           |                 |                             | I                      |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                                  |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |

### 10.1.3.5.3 Control Point 5: Production

#### Production Stage Deliverables

##### Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 5 acceptance.

##### Change Management Program Reinforcement

- Objective: Ensure sustained utilization, adoption, and proficiency by monitoring compliance of procedural changes and continue to build Change Management capacity within the organization.
- Scope: Tyler CM Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City of Kingsport Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 5 acceptance.

#### Production Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured



- Change management Program Reinforcement Visit(s)

#### 10.1.3.6 Close (Stage 6)

##### 10.1.3.6.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 5

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

|  | Tyler                       |                        |                 |                        |                           |                         |                         |                          |                   | City of Kingsport |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|--|-----------------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
|  | Executive Manager           | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
|  |                             |                        | I               | C                      | I                         | I                       |                         |                          |                   | R                 | A                  | C               | I                | C                      |             | I                |           | I               |                             | I                      |
|  |                             |                        | A               |                        |                           |                         |                         |                          |                   |                   |                    |                 | R                | C                      |             |                  |           | R               |                             |                        |
|  |                             |                        | A               | R                      |                           |                         |                         |                          |                   | I                 | I                  | I               |                  | I                      |             |                  |           |                 |                             | I                      |
|  | Recognition of Successes    |                        |                 | I                      | C                         | I                       | I                       |                          |                   | R                 | A                  | C               | I                | C                      |             | I                |           | I               |                             | I                      |
|  | Take Surveys                |                        |                 | A                      |                           |                         |                         |                          |                   |                   |                    |                 | R                | C                      |             |                  |           | R               |                             |                        |
|  | Prepare and Deliver Results |                        |                 | A                      | R                         |                         |                         |                          |                   | I                 | I                  | I               |                  | I                      |             |                  |           |                 |                             | I                      |
|  |                             |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |
|  |                             |                        |                 |                        |                           |                         |                         |                          |                   |                   |                    |                 |                  |                        |             |                  |           |                 |                             |                        |

##### 10.1.3.6.2 Change Management Program Transition (End of Phase 1 of the Project)

The Tyler CM Lead transitions all monitoring and review of CM tracking tools from the project to the City of Kingsport CM Lead. The Tyler CM Lead ensures the City of Kingsport CM Lead has all the tools, presentations, and guides. The City of Kingsport should have adequate organizational change management capacity to continue monitoring the adoption of the new system and create a CM Program for use in future project phases or change initiatives.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

|  | Tyler | City of Kingsport |
|--|-------|-------------------|
|--|-------|-------------------|





|                                                                       | Executive Manager | Implementation Manager | Project Manager | Change Management Lead | Implementation Consultant | Data Conversion Experts | Forms & Reports Experts | Modification Programmers | Technical Support | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Lead | Power Users | Department Heads | End Users | Technical Leads | Project Toolset Coordinator | Change Management Team |
|-----------------------------------------------------------------------|-------------------|------------------------|-----------------|------------------------|---------------------------|-------------------------|-------------------------|--------------------------|-------------------|-------------------|--------------------|-----------------|------------------|------------------------|-------------|------------------|-----------|-----------------|-----------------------------|------------------------|
| Ensure City of Kingsport has all CM tools, presentations, and guides. |                   |                        | A               | R                      |                           |                         |                         |                          |                   |                   |                    | A               |                  | R                      |             |                  |           |                 |                             | I                      |

### 10.1.3.6.3 Control Point 6: Close

#### Close Stage Deliverables

##### Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 6 acceptance.

##### Change Management Program Transition

- Objective: Transition execution of all Change Management tasks to the City of Kingsport CM Lead.
- Scope: Tyler CM Lead provides all tools, guides, and presentations from Phase 1 for the City of Kingsport CM Lead to use in subsequent project Phases or other change initiatives for the organization.
- Acceptance Criteria: Added to the control point for the project level Stage 6 acceptance.

#### Close Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- All CM tools, guides, and presentations



## 10.2 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces

### 10.2.1 Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs)\*. APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

#### Imports and Exports

The City of Kingsport and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

#### APIs\*

Additional API licensing and data sharing agreements are required for integration with third-party applications. If APIs have been purchased, Tyler may provide integration assistance to understand API services and provide necessary support to complete the integration of Tyler software to the City of Kingsport internal applications. Tyler will not provide any hands-on development unless expressly specified in the Agreement. It is Tyler's responsibility to ensure the API services operate correctly. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third party API services.

| STAGE 2                                                                                 | Current & Future State Analysis - Data Exchange |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                                           |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager                               | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Review Standard or contracted Data Exchanges                                            |                                                 |                        | A               | R                         | I            |                       | I                  |                 |                   |                    | C               | C                |                         | I                             |                  |           | C               |
| Define or confirm needed Data Exchanges                                                 |                                                 |                        | I               | C                         | C            |                       | C                  |                 |                   |                    | A               | C                |                         | C                             |                  |           | R               |



## 10.2.2 Validation

Tyler provides training on Data Exchange(s) (for both Import and Export, and APIs\*) and the City of Kingsport tests each Data Exchange.

| STAGE 3                                                                                       | Process Refinement – Data Exchange Validation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                               | Tyler                                         |                        |                 |                           |              |                       |                    |                 | City of Kingsport |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX<br>KEY:<br>R = Responsible<br>A =<br>Accountable<br>C = Consulted<br>I = Informed | Executive Manager                             | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Train standard or contracted Data Exchange(s) processing in Tyler software                    |                                               |                        | A               | R                         | I            |                       | I                  |                 |                   |                    | C               | I                |                         | I                             |                  |           | C               |
| Coordinate 3 <sup>rd</sup> Party Data Exchange activities                                     |                                               |                        | I               | I                         | I            |                       | I                  |                 |                   |                    | A               | C                |                         | C                             |                  |           | R               |
| Test all Standard 3 <sup>rd</sup> party Data Exchange(s)                                      |                                               |                        | I               | I                         | I            |                       | I                  |                 |                   |                    | A               | C                |                         | R                             |                  |           | C               |

\* API services, available thru Enterprise ERP OpenAPI Toolkits and Connectors, are not part of the core Enterprise ERP applications and are only applicable if included in the license agreement.



10.3 This work package is not applicable.



## 11. Project Timeline

### 11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

| Phase                       | 2026 |     |     |     |     |     |     |     |     |     |     |     | 2027 |     |     |     |     |     |     |     |     |     |     |     |
|-----------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                             | Jan  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Financials Management       |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |
| Revenue Management          |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |
| Enterprise Asset Management |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |

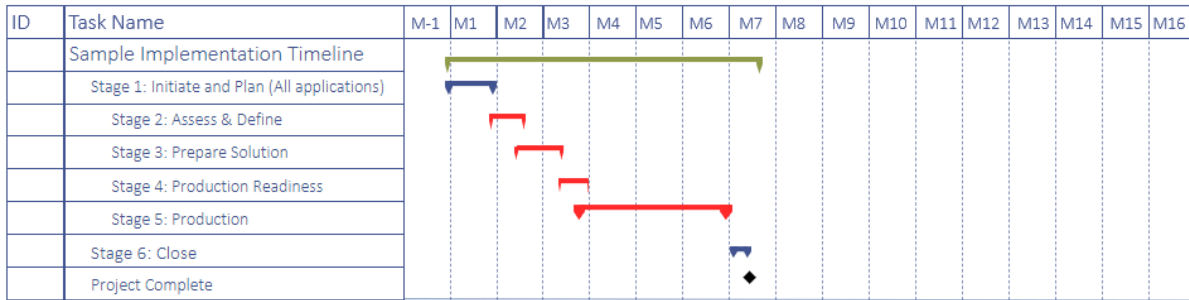
| Phase | Functional Area(s)          | Modules                                                                                                                                                                                                                                                                                                                                                                             | Start Date                                                                 | Go-Live Date                                                               |
|-------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 1     | <b>Financial Management</b> | <ul style="list-style-type: none"> <li>Accounting</li> <li>Accounts Payable</li> <li>Bid Management</li> <li>Budgeting</li> <li>Cash Management</li> <li>Contract Management</li> <li>eProcurement</li> <li>Project &amp; Grant Accounting</li> <li>Purchasing</li> <li>Accounts Receivable</li> <li>Cashiering</li> <li>General Billing</li> <li>ACFR Statement Builder</li> </ul> | Jan 2026<br><br>or as defined in the Project Plan and mutually agreed upon | Jan 2027<br><br>or as defined in the Project Plan and mutually agreed upon |
|       | <b>System Wide</b>          | <ul style="list-style-type: none"> <li>Enterprise Analytics &amp; Reporting w/ Executive Insights</li> <li>Open Finance</li> <li>Enterprise Forms Processing</li> <li>Content Manager Enterprise</li> <li>API Toolkit Bundle</li> </ul>                                                                                                                                             |                                                                            |                                                                            |



|          |                                    |                                                                                                                                                                                                                                   |                                                                            |                                                                            |
|----------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>2</b> | <b>Revenue Management</b>          | <ul style="list-style-type: none"> <li>• Account Receivable</li> <li>• CAMA Bridge</li> <li>• Cashiering</li> <li>• General Billing</li> <li>• Resident Access</li> <li>• Tax Billing</li> </ul>                                  | Sep 2026<br><br>or as defined in the Project Plan and mutually agreed upon | Sep 2027<br><br>or as defined in the Project Plan and mutually agreed upon |
| <b>3</b> | <b>Enterprise Asset Management</b> | <ul style="list-style-type: none"> <li>• Capital Assets</li> <li>• Inventory</li> <li>• Inventory Mobile</li> <li>• Asset Maintenance &amp; Performance – Per User</li> <li>• Internal Requests License</li> <li>• GIS</li> </ul> | Jan 2027<br><br>or as defined in the Project Plan and mutually agreed upon | Jul 2027<br><br>or as defined in the Project Plan and mutually agreed upon |



## 11.2 Tyler Content Manager Enterprise Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.





## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the City to Enter into an Agreement with UKG Kronos Systems, LLC for Human Capital Management (HCM) Pursuant to an Omnia Partners Cooperative Purchasing Agreement**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-274-2026

Work Session: September 14, 2026

First Reading: N/A

Final Adoption: September 15, 2026

Staff Work By: Tyra Copas

Presentation By: Tyra Copas

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

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City will enter into an Agreement with UKG Kronos Systems, LLC for Human Capital Management (HCM) Pursuant to an Omnia Partners Cooperative Purchasing Agreement to procure services from UKG Kronos Systems, LLC to implement a new Human Capital Management (HCM) platform to replace and modernize the current legacy HR and payroll technology.

The current CentralSquare DOS-based system has been in place since 1989. Extensive customization, outdated programming language, limited functionality, and reliance on specialized coding knowledge have made the system increasingly difficult to maintain and support. Additionally, the City Schools' move to Skyward in 2014 fragmented employee data across multiple systems, creating additional complexity in payroll and benefits processes.

The **UKG HCM platform will provide a modern, user-friendly, web-based environment** that improves access to information, reduces manual processes, strengthens data integrity, and expands employee and supervisor self-service capabilities.

The **annual HCM cost is \$580,725**, billed monthly at \$48,393.75 and funded through the operating budget, with costs offset as existing systems are retired. The **initial one-time implementation cost is \$297,017.50**, billed quarterly and funded through bond issuance monies in the spring. Implementation is expected to take **12–18 months** and will run in parallel with the FIS project.

#### **Attachments:**

HCM Presentation  
Contract  
Resolution

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |



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

A RESOLUTION APPROVING THE PURCHASE OF A HUMAN CAPITAL MANAGEMENT SYSTEM FROM UKG KRONOS SYSTEMS, LLC UTILIZING OMNIA PARTNERS CONTRACT # 24-6833 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city would like to enter into an agreement with UKG Kronos Systems, LLC, for Human Capital Management (HCM) pursuant to Omnia Partners Cooperative Purchasing Agreement #24-6833 to implement a new Human Capital Management (HCM) platform to replace and modernize the current legacy human resources and payroll systems; and

WHEREAS, the current CentralSquare DOS-based system has been in place since 1989, and extensive customization, outdated programming language, limited functionality, and reliance on specialized coding knowledge have made the system increasingly difficult to maintain and support; and

WHEREAS, this UKG HCM platform will provide a modern, user-friendly, web-based environment that improves access to information, reduces manual processes, strengthens data integrity, and expands employee and supervisor self-service capabilities; and

WHEREAS, the annual HCM cost is \$580,725, billed monthly at \$48,393.75 and funded through the operating budget, with costs offset as existing systems are retired; and

WHEREAS, the initial one-time implementation cost is \$297,017.50, billed quarterly and funded through bond issuance monies in the spring; and Implementation is expected to take 12–18 months and will run in parallel with the FIS project.

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing network that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by Tenn. Code Ann. Section 12-3-1205; and

Now therefore,

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

SECTION I. That the acquisition of a Human Capital Management system from UKG Kronos Systems, LLC, pursuant to Omnia Partners Cooperative Purchasing Agreement #24-6833 to implement a new HCM platform is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all necessary and proper documents with UKG Kronos Systems, LLC, for a HCM system pursuant to Omnia Partners Cooperative Purchasing Agreement #24-6833 and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the 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 15th day of September, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



HR, Pay, & Workforce Management

## ORDER FORM

Quote#: Q-319124  
Expires: 25 Sep, 2026  
Sales Executive: Joe Puccini  
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote  
Date: 28 Aug, 2026

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Customer Legal Name:  
City of Kingsport

Ship To: City of Kingsport  
415 BROAD ST  
KINGSPORT, TN 37660-4207 USA

Customer Legal Address:  
415 BROAD ST, KINGSPORT, TN 37660-4207 USA

Bill To: City of Kingsport  
415 BROAD ST  
KINGSPORT, TN 37660-4207 USA

Bill To Contact:

Ship To Contact: Brent Morelock

Ship to Phone: 423-229-9315  
Ship to Mobile:  
Contact: Brent Morelock  
Email: brentmorelock@kingsporttn.gov

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Currency: USD  
Customer PO Number:  
Solution ID: 6213233  
Initial Term: 60 months from Billing  
Start Date  
Uplift Percent: 4 %

Shipping Terms: Shipping Point  
Ship Method: FedEx Ground  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Terms: Net 30 Days

Billing Start Date: 180 Days from the Effective Date

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## Services

Billing Frequency: Monthly in Arrears

| Services                                   | Quantity | PEPM     | Monthly Price        | Annual Price          |
|--------------------------------------------|----------|----------|----------------------|-----------------------|
| UKG READY ACA MANAGER                      | 2,175    | USD 0.32 | USD 696.00           | USD 8,352.00          |
| UKG READY ACCRUALS MANAGER                 | 2,175    | USD 0.63 | USD 1,370.25         | USD 16,443.00         |
| UKG READY ATTESTATION                      | 2,175    | USD 0.32 | USD 696.00           | USD 8,352.00          |
| UKG READY BENEFITS                         | 2,175    | USD 1.89 | USD 4,110.75         | USD 49,329.00         |
| UKG READY COMPENSATION                     | 2,175    | USD 0.63 | USD 1,370.25         | USD 16,443.00         |
| UKG READY HR                               | 2,175    | USD 3.15 | USD 6,851.25         | USD 82,215.00         |
| UKG READY LEARNING                         | 2,175    | USD 1.26 | USD 2,740.50         | USD 32,886.00         |
| UKG READY LEAVE                            | 2,175    | USD 0.47 | USD 1,022.25         | USD 12,267.00         |
| UKG READY PAYROLL                          | 2,175    | USD 3.78 | USD 8,221.50         | USD 98,658.00         |
| UKG READY PERFORMANCE                      | 2,175    | USD 0.63 | USD 1,370.25         | USD 16,443.00         |
| UKG READY RECRUITING                       | 2,175    | USD 0.63 | USD 1,370.25         | USD 16,443.00         |
| UKG READY SCHEDULER                        | 2,175    | USD 0.47 | USD 1,022.25         | USD 12,267.00         |
| UKG READY TIME                             | 2,175    | USD 3.78 | USD 8,221.50         | USD 98,658.00         |
| UKG READY INTEGRATION HUB                  | 1        | USD 0.00 | USD 0.00             | USD 0.00              |
| UKG BRYTE AI FOR READY - AI ASSISTANT      | 2,175    | USD 0.63 | USD 1,370.25         | USD 16,443.00         |
| UKG READY WORKFORCE INSIGHTS               | 2,175    | USD 0.63 | USD 1,370.25         | USD 16,443.00         |
| UKG HRSD DOCUMENT MANAGER                  | 2,175    | USD 1.03 | USD 2,240.25         | USD 26,883.00         |
| UKG READY PAYROLL SERVICES WITH SMARTCHECK | 2,175    | USD 2.00 | USD 4,350.00         | USD 52,200.00         |
| <b>Total Price</b>                         |          |          | <b>USD 48,393.75</b> | <b>USD 580,725.00</b> |



**Professional Services - Fixed Fee**

Billing Frequency: 4 consecutive equal quarterly payments of \$74,254.38 commencing on the Effective Date

| Professional Services - Fixed Fee | Billing Role | Quantity | Unit Price     | Total Price           |
|-----------------------------------|--------------|----------|----------------|-----------------------|
| UKG READY MILESTONE LAUNCH FEE    | Grouped      | 1        | USD 297,017.50 | USD 297,017.50        |
| <b>Total Price</b>                |              |          |                | <b>USD 297,017.50</b> |

**Quote Summary**

| Item                                                | Total Price   |
|-----------------------------------------------------|---------------|
| Minimum Monthly SaaS Service & Equipment Rental Fee | USD 48,393.75 |

| Item                                               | Total Price    |
|----------------------------------------------------|----------------|
| Minimum Annual SaaS Service & Equipment Rental Fee | USD 580,725.00 |

| Item             | Total Price    |
|------------------|----------------|
| Total Fixed Fees | USD 297,017.50 |

**Order Notes:**

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the "Omnia Master Agreement No. 24-6833") and used by Customer as an Omnia Participating Public Agency, as amended by the "Addendum to the Omnia Master Agreement No. 24-6833" between the parties dated on or about the Effective Date of this Order.

UKG Launch is based on the Launch Quantity of 2,175.

The applicable Subscription Fees are due monthly in arrears based on the actual number of employees subject to the Minimum Quantity as set forth in this order and invoiced following the end of each month commencing on the Billing Start Date. Customer agrees that UKG shall direct debit its designated bank account for the applicable invoice amount in the month the invoice is due.

Customer shall provide UKG with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Order. In the event that UKG does not receive the banking information and all other required information from Customer within such time frame, then Customer agrees that the Billing Frequency may be modified so that Customer shall be invoiced quarterly in advance, as follows: The Subscription Fees for the applicable Monthly Minimum Quantities are due quarterly and invoiced (30) days in advance of the quarter; to reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity. In addition, all other billings such as Professional Service fees (including the UKG Launch Fixed Fee) or Print Services will also be subject to direct debit.

The Statement of Work attached to this order form is incorporated herein by reference.

Customer acknowledges that should the project implementation be delayed by Customer, payment of any remaining milestone payments (or balance) outlined on this Order shall be due and payable net 30 days after notice by UKG of Customer's delays. If Customer terminates the Professional Services for convenience as provided for in this Agreement, Customer will be responsible to pay for all milestones completed as well as a pro-rata portion of any milestones in progress calculated by multiplying UKG's then-current hourly rate by the number of actual service hours performed by UKG toward completion of the in-progress milestone, not to exceed the amount of the milestone.



IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

**City of Kingsport**

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

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

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

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

**City of Kingsport**

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

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

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

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

**City of Kingsport**

**Kronos SaaShr, Inc.**

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

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

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

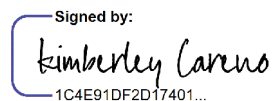
Date: \_\_\_\_\_

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

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

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

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

Signed by:  
  
1C4E91DF2D17401...

Kimberley Carena

sr order Analyst

8/28/2026 1 3:50 PM EDT

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to [TaxExemption@ukg.com](mailto:TaxExemption@ukg.com) along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.



# UKG Ready Statement of Work for City of Kingsport

This Statement of Work (SoW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Services in the Order. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding UKG Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

UKG's Launch methodology ("Launch") provides proven and repeatable processes that are supported with UKG standard tools, templates and proven training paths that deliver a successful launch of the Subscription Services. UKG and the Customer will collaborate throughout the Launch process performing tasks such as requirements workshops, system configuration, data conversion, integration configuration, testing cycles, production support, and project management. With Launch, UKG uses its proven methodology to provide training and services to deploy the Subscription Services. Launch will be delivered as described in this document.

## 1. Project Summary

City of Kingsport wants to improve their HR and Workforce Management by implementing UKG Ready

## 2. Introduction to Launch

### Deployment Strategy

The deployment of Subscription Services is a collaborative endeavor. UKG will work with the Customer to determine the most logical and efficient deployment plan based upon Subscription Services purchased, and Launch duration outlined in this document. This best practice approach will be tailored to Customer's business objectives.

### Launch Methodology

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition Customer's existing human capital management and workforce management (if applicable) functions from Customer's legacy provider to UKG Ready. UKG's deployment methodology includes the following phases:

| Launch Phase | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Welcome      | Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and ensure system access.                                                                                                                                                                                                                                                                                       |
| Requirements | UKG will perform a discovery process by interviewing the Customer's subject matter experts from different functional areas. Information that has been gathered during the requirements phase is used to determine the current system set up, the new system definition requirements and allow UKG to determine the best fit between the Customer's business requirements and the Subscription Services. A project timeline will be provided once requirements have been collected. |
| Build        | This phase is designed to configure UKG Ready per the purchased Subscription Services, build interfaces, and migrate employee data into UKG Ready from legacy system. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.                                                                                                                                                                                 |
| Test         | Testing involves functional testing and user acceptance testing for the applicable Subscription Services; including, but not limited to, parallel testing, dual maintenance, and validation.                                                                                                                                                                                                                                                                                       |
| Go Live      | This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Subscription Services and transition to UKG's Global Support team.                                                                                                                                                                                                                                                                                                            |

## 3.1 Subscription Services in Scope PHASE 1 City of Kingsport

The following Subscription Services are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

| Subscription Service       | Go Live Phase |
|----------------------------|---------------|
| UKG Ready Time             | Phase 1       |
| UKG Ready HR               | Phase 1       |
| UKG Ready Payroll          | Phase 1       |
| UKG Ready Payroll Services | Phase 1       |
| UKG Ready Integration Hub  | Phase 1       |
| UKG Ready Learning         | Phase 1       |
| UKG Ready Leave Manager    | Phase 1       |
| UKG Ready ACA Manager      | Phase 1       |
| UKG Ready Accruals         | Phase 1       |

| Subscription Service                  | Go Live Phase |
|---------------------------------------|---------------|
| UKG Bryte AI for Ready – AI Assistant | Phase 1       |
| UKG HRSD Document Manager             | Phase 2       |
| UKG Ready Scheduler                   | Phase 2       |
| UKG Ready Attestation                 | Phase 2       |
| UKG Ready People Analytics            | Phase 2       |
| UKG Ready Benefits                    | Phase 2       |
| UKG Ready Compensation Manager        | Phase 2       |
| UKG Ready Performance Management      | Phase 2       |
| UKG Ready Recruiting                  | Phase 2       |

## 4. Launch Parameters

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

| Launch Item         | Parameters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Guidelines  | <ul style="list-style-type: none"> <li>The assigned UKG Project Manager will provide a finalized projected timeline once the requirements phase has been completed. <ul style="list-style-type: none"> <li>The average launch duration for a full-suite core (Phase 1 City of Kingsport) Subscription Services project is up to 7-9 months from project kickoff. Actual project duration may be compressed or elongated as influenced by customer preparation and engagement, configuration of solution design, or additional value-added services</li> <li>Phase 2 Kingsport Schools Subscription Services project is up to 7-9 months from project kickoff. Actual project duration may be compressed or elongated as influenced by customer preparation and engagement, configuration of solution design, or additional value-added</li> <li>Phase 2 UKG engagement team may be different than team provided in Phase 1</li> </ul> </li> <li>Financial-based integrations (e.g., 401k export) are provided in alignment with go live.</li> <li>The customer and UKG team are to complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates.</li> <li>UKG will communicate with the Customer's project manager as the appointed point of contact responsible for all project management, communication, and preparation among all customer's parties (e.g., staff, vendors, consultants) and for any escalation and resolution.</li> <li>Customer holds sole responsibility for troubleshooting system(s) or hardware not provided by UKG.</li> <li>Changes in the scope of the launch or requirements are subject to review and may have an impact on the project timeline or cost. If additional work is required, a Change Order or new Statement of Work must be scoped, quoted, and signed.</li> <li>UKG will support up to two (2) in-production payroll processing periods, then transition customer engagement to UKG's Global Support team for post-implementation support.</li> </ul> |
| Delivery Guidelines | <ul style="list-style-type: none"> <li>All project work and resource delivery are supported through a virtual (offsite) UKG Launch team; the customer's team is not required to travel to UKG for any part of the Launch process.</li> <li>If onsite work is preferred or required, exceptions can be requested from the UKG Services Manager. UKG has consulting service solutions that are not included as part of Launch but can be purchased as a value-added service.</li> <li>When travel is agreed upon as part of a custom Launch or service request, UKG will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources.</li> <li>For any UKG travel to a customer's location, travel expenses are not included and will be invoiced separately as incurred.</li> <li>All countries/locations will be delivered concurrently as part of a single rollout.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## 5. Roles and Responsibilities

A successful Launch assumes Customer participation throughout the project as referenced in the Roles and Responsibilities sections of this document. UKG and the Customer's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities.



| Activities                                                                                                                             | UKG | Customer |
|----------------------------------------------------------------------------------------------------------------------------------------|-----|----------|
| <b>Project Management</b>                                                                                                              |     |          |
| Review the scope of services with Customer including contract documents and resource assignments                                       | √   | √        |
| Manage UKG team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline              | √   |          |
| Manage Customer team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline         |     | √        |
| Create status reports and facilitate status calls with project team                                                                    | √   |          |
| Partner together to identify, manage, and resolve project issues                                                                       | √   | √        |
| Provide Customer communications and general project-related management activities                                                      | √   |          |
| Create change management and training for managers and employees                                                                       |     | √        |
| <b>Welcome Phase</b>                                                                                                                   |     |          |
| Provide Customer access to the Subscription Services as contracted in the Order                                                        | √   |          |
| Share project goals and success criteria with UKG project team                                                                         |     | √        |
| Participate in the kick-off meeting                                                                                                    | √   | √        |
| Assist in defining necessary Customer resources and a training plan as part of the project plan                                        | √   |          |
| Key project resources attend recommended training course(s) throughout implementation                                                  |     | √        |
| <b>Requirements Phase</b>                                                                                                              |     |          |
| Gather all available policy, procedure documentation, and business use cases to complete the data collection process                   |     | √        |
| Describe the expected solution, business processes, and business rules for all employee groups in scope during requirements meeting(s) |     | √        |
| Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines                      |     | √        |
| Lead meeting(s) to gather business requirements and document configuration needs                                                       | √   |          |
| Provide Customer with a detailed project plan                                                                                          | √   |          |
| <b>Build Phase</b>                                                                                                                     |     |          |
| Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration                              | √   | √        |
| Share data translations and field mapping specifications for all required fields in the UKG import templates for data conversion       | √   |          |
| Provide source data for production processing in the UKG approved import template formats                                              |     | √        |
| Review and approve imported data according to the agreed upon schedule                                                                 |     | √        |
| Create interfaces as defined during the Requirements phase of Launch                                                                   | √   |          |
| Supply technical support required for system integration and data conversion                                                           | √   | √        |
| Complete all administrative training through Learning Center in UKG Ready                                                              |     | √        |
| Create a plan for manager and end-user training                                                                                        |     | √        |
| <b>Test Phase</b>                                                                                                                      |     |          |
| Complete interface data validation                                                                                                     | √   | √        |
| Perform functional/user acceptance and system testing                                                                                  | √   | √        |
| Execute manager and end-user training                                                                                                  |     | √        |
| <b>Go-Live Phase</b>                                                                                                                   |     |          |
| Provide production support and post-live support for transition to UKG's Global Support team                                           | √   |          |
| Perform project wrap-up activities, including closing open issues                                                                      | √   | √        |

## 6. Deliverables

Below are the key project deliverables and related acceptance criteria that UKG will deliver in each phase of the implementation.

| Deliverable               | Activity                                                                 | Acceptance Criteria                                                  |
|---------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Welcome Phase</b>      |                                                                          |                                                                      |
| Aligned expectations      | UKG will transition the customer project from Sales to Delivery Services | Customer confirms project expectations aligns with Sales order       |
| Project team transition   | UKG will assign the Launch team to the specifics of the project          | UKG and Customer prepare project for engagement with the Launch team |
| <b>Requirements Phase</b> |                                                                          |                                                                      |

| Deliverable                                                                                              | Activity                                                                                                          | Acceptance Criteria                                                                                                               |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Detailed Project Plan                                                                                    | UKG will refine and update the initial project plan                                                               | Customer receives and accepts the detailed project plan                                                                           |
| Project Requirements Document                                                                            | UKG will provide Project Requirements Document                                                                    | Customer receives and completes SOC (System and Organization Controls) sign off on the Project Requirements Document in UKG Ready |
| Completed Integration Specifications Document(s)*<br><b>Build Phase</b>                                  | Customer will review Integration Synopsis Document(s) with UKG                                                    | Customer reviews the document(s) prior to development of interface(s)                                                             |
| UKG Ready configuration                                                                                  | UKG builds UKG Ready based on Requirements Document                                                               | UKG completes internal testing prior to hosting Build Review Call(s)                                                              |
| Build Review Call(s)                                                                                     | Customer to attend Build Review Call(s) hosted by UKG                                                             | Customer confirms the system is built according to the Requirements Document                                                      |
| Completed imports of all applicable employee data                                                        | Customer will review imported data with UKG and perform data validation                                           | Customer confirms the system is built according to the Requirements Document                                                      |
| Completed Integration Development*                                                                       | UKG completes the development of applicable integration(s) based on the approved Integration Synopsis Document(s) | UKG completes internal testing and validation prior to moving to customer/third party testing and validation                      |
| <b>Test Phase</b>                                                                                        |                                                                                                                   |                                                                                                                                   |
| Complete Payroll Compare for first Test Parallel. Provide issues resolution for first parallel compare   | Customer will participate in parallel testing and validate results                                                | Customer confirms that all parallel testing results are accurate, and issues are resolved                                         |
| Complete Payroll Compare for second Test Parallel. Provide issues resolution for second parallel compare | Customer will participate in parallel testing and validate results                                                | Customer confirms that all parallel testing results are accurate, and issues are resolved                                         |
| Complete UKG Ready Testing                                                                               | Customer will participate in UKG Ready testing and review results                                                 | Customer confirms that all testing is accurate through SOC (System and Organization Controls) sign off in UKG Ready               |
| Completed Import of Check History, Balances, and all other Go Live Relevant Imports                      | Customer review imported data with UKG and perform data validation                                                | Customer confirms that all imported employee data is accurate                                                                     |

## 7. Project Team Composition

Resource allocation and commitment are key drivers for a successful Launch. UKG uses employee resources and may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under this Order Form. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such services which may include access to Customer's Confidential Information and Customer Data.

The team roles and key responsibilities are listed below. UKG will provide experienced industry experts specializing in specific areas of Launch. Customer will provide resources as described below in the Customer Team Resources section or as otherwise mutually agreed to in the project plan.

| UKG Team Resource        | Key Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Services Manager         | <ul style="list-style-type: none"> <li>UKG project sponsor</li> <li>Gains commitment for all project resources</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Project Manager          | <ul style="list-style-type: none"> <li>Primary point of contact</li> <li>Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks</li> <li>Develops and manages project schedule</li> <li>Identify and develop project risk mitigation plan</li> <li>Communicates overall project status and provides project reporting</li> <li>Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution</li> </ul> |
| Time Solution Consultant | <ul style="list-style-type: none"> <li>Primary UKG resource and functional UKG Ready Time expert</li> <li>Customer's day-to-day point of contact for all system-related service requests</li> <li>Completes Subscription Services configuration life cycle per the Launch methodology</li> </ul>                                                                                                                                                                                                                                           |

| UKG Team Resource                                         | Key Responsibilities                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HR (Human Resources) Solution Consultant                  | <ul style="list-style-type: none"> <li>Primary UKG resource and functional UKG Ready HR (Human Resources) expert</li> <li>Customer's day-to-day point of contact for all system-related service requests</li> <li>Completes Subscription Services configuration life cycle per the Launch methodology</li> </ul>            |
| Payroll Solution Consultant                               | <ul style="list-style-type: none"> <li>Primary UKG resource and functional UKG Ready Payroll expert</li> <li>Customer's day-to-day point of contact for all system-related service requests</li> <li>Completes Subscription Services configuration life cycle per the Launch methodology</li> </ul>                         |
| Benefits Solution Consultant                              | <ul style="list-style-type: none"> <li>Primary UKG resource and functional UKG Ready Benefits expert</li> <li>Customer's day-to-day point of contact for all system-related related service requests</li> <li>Completes Subscription Services configuration life cycle per the Launch methodology</li> </ul>                |
| Talent Acquisition, Comp, Performance Solution Consultant | <ul style="list-style-type: none"> <li>Primary UKG resource and functional UKG Ready Talent and Compensation expert</li> <li>Customer's day-to-day point of contact for all system-related related service requests</li> <li>Completes Subscription Services configuration life cycle per the Launch methodology</li> </ul> |
| Integration Consultant (As Applicable)                    | <ul style="list-style-type: none"> <li>Responsible for integration file creation and delivery</li> <li>Works together with Customer to determine requirements for integration(s), deploys and schedules completed interface(s).</li> </ul>                                                                                  |
| Customer Success Consultant                               | <ul style="list-style-type: none"> <li>Primary point of contact for post-live services related activities and transition to support</li> </ul>                                                                                                                                                                              |

| Customer Team Resource                     | Key Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Executive Sponsor                          | <ul style="list-style-type: none"> <li>Customer project sponsor</li> <li>Gains commitment for all project resources</li> <li>Provides executive-level support to the project team</li> <li>Ensures that the needs of the project team are well represented and met by the steering committee</li> </ul>                                                                                                                                                                                                                                                                                                                                               |
| Project Manager/Lead                       | <ul style="list-style-type: none"> <li>Primary point of contact</li> <li>Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks</li> <li>Communicates overall project status and provides project reporting to Customer steering committee if applicable</li> <li>Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution</li> <li>Identify and manage project risks</li> <li>Channels the team's activities toward Subscription Services configuration and executing the project</li> </ul> |
| Time Subject Matter Expert                 | <ul style="list-style-type: none"> <li>Customer's primary time representative and designated decision maker for time tracking</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| HR (Human Resources) Subject Matter Expert | <ul style="list-style-type: none"> <li>Customer's primary HR representative and designated decision maker for HR</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Payroll Subject Matter Expert              | <ul style="list-style-type: none"> <li>Customer's primary payroll representative and designated decision maker for payroll</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Benefits Subject Matter Expert             | <ul style="list-style-type: none"> <li>Customer's primary benefit representative and designated decision maker for benefits</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Talent Acquisition Subject Matter Expert   | <ul style="list-style-type: none"> <li>Customer's primary talent acquisition representative and designated decision maker for talent acquisition</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Education and Change Management Resource   | <ul style="list-style-type: none"> <li>Customer's primary resource and designated decision maker for end user training and change management</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| System Administrator                       | <ul style="list-style-type: none"> <li>Customer's primary resource for Subscription Services configuration and system knowledge</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Customer Team Resource       | Key Responsibilities                                                                                                                                                                     |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Technical Resource           | <ul style="list-style-type: none"> <li>Customer's primary resource for technical issues related to data conversion, integrations, network, and Subscription Services security</li> </ul> |
| Other Subject Matter Experts | <ul style="list-style-type: none"> <li>Customer's primary resource and designated decision maker in their specific specialty area</li> </ul>                                             |

## 8. Service Assumptions

The following assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

### Training and User Adoption Services

Effective training is the key to high user adoption rates. Training resulting in self-sufficient administrators, managers, and employees increases the efficiency of use of the Subscription Services and Customer's business processes.

UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures the Customer's team members are trained on the processes they will use in their day-to-day interactions with Ready Subscription Services.

The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (e.g., Managers and Employees) use a train the trainer model for learning. Customer is responsible for train-the-trainer learning for their managers and employees unless otherwise defined in the Launch Guidelines/Assumptions section of this document.

| Core Training                                | UKG Delivered Value Includes Access To:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Administrator and Super User Training        | <ul style="list-style-type: none"> <li>Learning Center, UKG Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but are not limited to: <ul style="list-style-type: none"> <li>Interactive self-paced, on-demand modules</li> <li>"How to" videos and snippets</li> <li>Printable job aids</li> </ul> </li> <li>Recommended learning plan(s) aligned to each user's roles within UKG Ready</li> <li>Online, public instructor-led class(es)</li> <li>"Train the Trainer" enablement and materials <ul style="list-style-type: none"> <li>Editable templates and tools to be leveraged by the administrators to deliver manager and employee training</li> <li>Manager and employee-focused job aids for common tasks within UKG Ready</li> </ul> </li> </ul> |
| Change Management and User Adoption Training | <ul style="list-style-type: none"> <li>Change management training for the project team on building a change management plan for Customer's organization</li> <li>Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

### UKG Ready Services

| Subscription Service | Assumptions                                                                                                                                                                                                                                                                                                                         |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| UKG Ready Time       | <p>Deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> <li>Total Cost Centers</li> <li>Profiles <ul style="list-style-type: none"> <li>Timesheets</li> <li>Time off requests</li> <li>Pay Prep</li> </ul> </li> </ul> |

| Subscription Service | Assumptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | <ul style="list-style-type: none"> <li>○ Security</li> <li>○ Points</li> <li>• Pay Calculations <ul style="list-style-type: none"> <li>○ Up to 20 calculations will be configured by the UKG project team (If Ready Complex, keep this and delete the table below; can also adjust up, if needed)</li> </ul> </li> <li>• Tables <ul style="list-style-type: none"> <li>○ Rate</li> <li>○ Holiday</li> </ul> </li> <li>• Manager Levels</li> <li>• Employee Perspectives Scorecards</li> <li>• Workflows <ul style="list-style-type: none"> <li>○ Time Off Requests</li> <li>○ Timesheet Change Requests</li> </ul> </li> <li>• Schedules <ul style="list-style-type: none"> <li>○ Daily Rules</li> <li>○ Work Schedule Profiles</li> </ul> </li> <li>• Pay Periods</li> <li>• Counters</li> <li>• Time Off Categories</li> <li>• Reports <ul style="list-style-type: none"> <li>○ Includes 61 commonly used pre-configured reports**</li> </ul> </li> <li>• Timekeeping Admin Training</li> </ul> <p>**Up to five (5) additional customer-specified reports will be configured by the UKG project team using the standard functionality in the software. The customer can continue to configure as many as needed.</p>                                                                             |
| UKG Ready HR         | <p>Core functionality deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components through:</p> <ul style="list-style-type: none"> <li>• Core employee demographics</li> <li>• Onboarding</li> <li>• Checklists <ul style="list-style-type: none"> <li>○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Personnel management</li> <li>• Workflows <ul style="list-style-type: none"> <li>○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• HR documents &amp; forms <ul style="list-style-type: none"> <li>○ Up to 10 custom forms will be configured by the UKG project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Incident tracking</li> <li>• Certification / Credential</li> <li>• Asset management</li> <li>• Compliance reporting</li> <li>• Standard reporting</li> <li>• One-Time data load using customer-supplied data for current year in a standard UKG-supplied format</li> <li>• Interface bundle using customer supplied data in standard file formats</li> <li>• HR Admin Training</li> </ul> |
| UKG Ready Payroll*   | Deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Subscription Service                                                                  | Assumptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>*Recommend UKG Ready Payroll Services</p>                                          | <p>net, pay employees, adjust, and export data needed tax filing (if using a provider other than UKG Payroll Services) through:</p> <ul style="list-style-type: none"> <li>• Configuration of up to 5 EINs</li> <li>• Pay Period Profiles</li> <li>• Up to two Parallel Payroll Tests</li> <li>• Company Tax Setup (Jurisdictions)</li> <li>• Custom Exports/Reports</li> <li>• Company Deduction Types</li> <li>• Company Earning Types</li> <li>• Configure Default Banks</li> <li>• Workers Comp Types</li> <li>• Payroll History up to 4 Quarter of Current Year</li> <li>• All Payroll Configurations Include: <ul style="list-style-type: none"> <li>○ Standard Dashboard Widgets</li> <li>○ Global Payroll Settings</li> <li>○ Standard Notifications</li> <li>○ GL (General Ledger) Set Up</li> <li>○ In-house manual check printing</li> <li>○ Employee Imports</li> </ul> </li> <li>• Vendor Payments (ACH/Check)</li> <li>• Payroll Administrative Training</li> </ul> <p>Note: If UKG Payroll Services has not been purchased, UKG will configure tax filing options for one of the following vendors – ADP, BSI, Ceridian</p>                                                                                                                                                                                                                        |
| <p>UKG Ready Payroll Services* with SmartCheck</p> <p>*Requires UKG Ready Payroll</p> | <p>Deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through:</p> <ul style="list-style-type: none"> <li>• Election of services</li> <li>• Confirmation of Funding method</li> <li>• Testing of Funding bank account</li> <li>• Tax Account ID, Frequency &amp; Rate (Note: Services can only be provided for tax accounts with valid Tax ID provided)</li> <li>• Balancing Current Year Payroll Tax Payments</li> <li>• Collection of Power of Attorney forms for all jurisdictions</li> <li>• Delivery policy configuration</li> <li>• Shipping account authorization and configuration</li> <li>• Confirmation Multi-state new hire registration, if applicable</li> <li>• Master Vendor maintenance</li> <li>• Payroll Processing Notifications</li> <li>• Tax Code configuration verification reporting</li> <li>• UKGPS New administrator training</li> <li>• Issuance of employee checks from UKG Payroll Services bank account</li> <li>• Reconciliation and tracking of checks issued on UKG Payroll Services bank account</li> </ul> <p>Note: Customer must provide all requested information, including year-to-date payroll and tax payment information, valid tax account IDs for all active tax jurisdictions, and requested Power-of-attorney forms.</p> |
| <p>UKG Ready Learning</p>                                                             | <ul style="list-style-type: none"> <li>• Creation of Learning Academy</li> <li>• Learning Profile assignments</li> <li>• Bulk Upload of Employee information to LMS (Learning Management System)</li> <li>• Security settings</li> <li>• Training enabling client to administrate: <ul style="list-style-type: none"> <li>○ Content creation</li> <li>○ Addition of Courses, Exams, OJTs, and Polls</li> <li>○ Assignment of courses to individuals or groups of employees</li> <li>○ Dashboard configuration for employees, managers, and administrators</li> <li>○ Reporting functionality</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| Subscription Service                                                                             | Assumptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>UKG Leave Manager*</p> <p>*Recommend being used with UKG Ready Time, Accruals &amp; HR</p>    | <p>Adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> <li>• Federal &amp; state leave policy enforcement</li> <li>• Employer-specific leave policy enforcement</li> <li>• Qualifying questionnaire</li> <li>• Leave eligibility, type &amp; duration determination</li> <li>• Leave hour interface with timesheets</li> <li>• Leave case routing workflow</li> <li>• Leave case life cycle monitoring</li> <li>• Employee self-services leave request &amp; history</li> <li>• Standard reporting &amp; email notification alerts</li> <li>• One-Time data load using customer-supplied data of current leave cases, leave case entries &amp; entitlement balances in a standard UKG-supplied format</li> </ul>                                                                                                                                            |
| <p>UKG Ready ACA Manager*</p> <p>*Recommend being used with UKG Ready Time, HR &amp; Payroll</p> | <p>Provides proactive administration of your ACA (Affordable Care Act) compliance strategy across the UKG Ready solution through:</p> <ul style="list-style-type: none"> <li>• Configurable time periods &amp; rules</li> <li>• Set measurement periods &amp; hours threshold</li> <li>• Calculation of employee ACA (full-time (FT) status</li> <li>• Identify employees ACA standing by month</li> <li>• Flag part-time (PT) employees approaching ACA FT status</li> <li>• Flag ACA FT employees no longer qualifying</li> <li>• Calculation of plan's affordability (Requires UKG Payroll)</li> <li>• Settings for minimum value plan (Requires UKG HR)</li> <li>• Year-End government compliant forms</li> <li>• Standard ACA compliance reporting</li> <li>• One-Time Data load using customer-supplied data of employee hours for look back in a standard UKG-supplied format</li> </ul> |
| <p>UKG Ready Accruals*</p> <p>* Requires UKG Ready Time and/or Payroll</p>                       | <p>Adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time-off policies through:</p> <ul style="list-style-type: none"> <li>• Consistent enforcement of policy</li> <li>• Configurable calculation methods &amp; grants (see table below)</li> <li>• Time-Off routing &amp; approval workflow (requires Timekeeper)</li> <li>• Time-Off requests at data collection devices</li> <li>• Automatic updates to schedule &amp; timecard (requires Timekeeper)</li> <li>• Visibility to projected balances</li> <li>• Automatic balance reduction (requires Timekeeper or Payroll)</li> <li>• View time-off calendars for groups</li> <li>• Mobile access</li> <li>• One-Time data load using customer-supplied data for current year in a standard UKG - supplied format</li> <li>• Configure Accruals profiles and assign them to employees</li> </ul>    |
| <p>UKG Scheduler*</p> <p>*Requires UKG Ready Time</p>                                            | <p>Provides automated tools and high-quality information to create accurate schedules aligning staffing requirements with budget and business demand through:</p> <ul style="list-style-type: none"> <li>• Schedule build based on demand</li> <li>• Fill w/best-fit employee preferences &amp; skills</li> <li>• Configurable color-coded scheduling views</li> <li>• Budgeting constraint visibility</li> <li>• Configurable routing &amp; approval workflow</li> <li>• Tools for determining schedule effectiveness</li> <li>• Cost of schedule</li> </ul>                                                                                                                                                                                                                                                                                                                                   |



| Subscription Service                                                                                                                                                                                                 | Assumptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
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| <p>UKG Ready Attestation*</p> <p>* Requires UKG Ready Time</p>                                                                                                                                                       | <p>Provides documentation proof of compliance for required administration to UKG Time by automatically enforcing your policies through:</p> <ul style="list-style-type: none"> <li>• Configurable questions &amp; response choices</li> <li>• Automated notification &amp; reminders</li> <li>• Several employee prompts with workflows <ul style="list-style-type: none"> <li>◦ Prompts differ based on attestation prompt</li> </ul> </li> <li>• Workflows**</li> <li>• Functionality for the InTouch Clock vs. the Web may differ</li> <li>• Full Audit Report</li> </ul> <p>**Up to three (3) of each, as needed, will be configured by the UKG project team. The customer can continue to configure as many as needed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| <p>UKG Ready People Analytics*</p> <p>* Requires UKG Ready Time</p>                                                                                                                                                  | <p>Core functionality deployment gets you started by establishing standard views of common information helpful to business stakeholders. The standard views UKG will provide during this project include:</p> <ul style="list-style-type: none"> <li>• Calculation of flight risk</li> <li>• Configurable alerts using AIMEE Insights</li> <li>• Standard reporting including pivot functionality</li> <li>• Flight Risk Dashboard tile</li> <li>• Voluntary Termination Reason Mapping (*In conjunction with UKG Ready HR)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| <p>UKG Ready Integration Hub</p> <p>Included with any above- listed Subscription Services, as available and required</p> <p>All Benefit and Financial integrations require Benefits Hub, a service of UKG Ready.</p> | <p>Enables data to flow between UKG Ready and 3rd party applications and/or vendors. UKG will deliver:</p> <table> <tr> <td>Tyler Munis</td><td>Bi-directional</td></tr> <tr> <td>CrewSense (Fire)</td><td>Bi-directional</td></tr> <tr> <td>Hansen CIS</td><td>One-way (Outbound)</td></tr> <tr> <td>CivicRec</td><td>One-way (Inbound)</td></tr> <tr> <td>OpenGov / Cartegraph</td><td>Bi-directional</td></tr> <tr> <td>Horizon (Benefits Platform)</td><td>One-way (Outbound)</td></tr> <tr> <td>Active Directory (AD)</td><td>Bi-directional</td></tr> <tr> <td>Microsoft Outlook / Exchange</td><td>One-way (Outbound)</td></tr> <tr> <td>Retirement Vendors (Pension, 457)</td><td>One-way (Outbound)</td></tr> <tr> <td>BlueCross BlueShield (Medical)</td><td>One-way (Outbound)</td></tr> <tr> <td>Delta Dental</td><td>One-way (Outbound)</td></tr> <tr> <td>VSP (Vision)</td><td>One-way (Outbound)</td></tr> <tr> <td>The Hartford (Life / LTD)</td><td>One-way (Outbound)</td></tr> <tr> <td>AFLAC / Voluntary Benefits</td><td>One-way (Outbound)</td></tr> <tr> <td>Nationwide / Empower (Deferred Comp)</td><td>One-way (Outbound)</td></tr> <tr> <td>FSA / HSA Administrator (e.g., WEX or Optum)</td><td>One-way (Outbound)</td></tr> <tr> <td>Workers' Comp Provider (TPA)</td><td>One-way (Outbound)</td></tr> <tr> <td>Garnishment Vendor (ADP SmartCompliance or Similar)</td><td>One-way (Outbound)</td></tr> <tr> <td>State Retirement System Feed (TCRS)</td><td>One-way (Outbound)</td></tr> <tr> <td>Background Check Vendor (e.g., First Advantage)</td><td>One-way (Outbound)</td></tr> <tr> <td>Learning Management / Training Vendor (e.g., TargetSolutions)</td><td>One-way (Outbound)</td></tr> <tr> <td>Miscellaneous Ancillary Vendor (as defined in RFP)</td><td>One-way (Outbound)</td></tr> </table> | Tyler Munis | Bi-directional | CrewSense (Fire) | Bi-directional | Hansen CIS | One-way (Outbound) | CivicRec | One-way (Inbound) | OpenGov / Cartegraph | Bi-directional | Horizon (Benefits Platform) | One-way (Outbound) | Active Directory (AD) | Bi-directional | Microsoft Outlook / Exchange | One-way (Outbound) | Retirement Vendors (Pension, 457) | One-way (Outbound) | BlueCross BlueShield (Medical) | One-way (Outbound) | Delta Dental | One-way (Outbound) | VSP (Vision) | One-way (Outbound) | The Hartford (Life / LTD) | One-way (Outbound) | AFLAC / Voluntary Benefits | One-way (Outbound) | Nationwide / Empower (Deferred Comp) | One-way (Outbound) | FSA / HSA Administrator (e.g., WEX or Optum) | One-way (Outbound) | Workers' Comp Provider (TPA) | One-way (Outbound) | Garnishment Vendor (ADP SmartCompliance or Similar) | One-way (Outbound) | State Retirement System Feed (TCRS) | One-way (Outbound) | Background Check Vendor (e.g., First Advantage) | One-way (Outbound) | Learning Management / Training Vendor (e.g., TargetSolutions) | One-way (Outbound) | Miscellaneous Ancillary Vendor (as defined in RFP) | One-way (Outbound) |
| Tyler Munis                                                                                                                                                                                                          | Bi-directional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| CrewSense (Fire)                                                                                                                                                                                                     | Bi-directional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Hansen CIS                                                                                                                                                                                                           | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| CivicRec                                                                                                                                                                                                             | One-way (Inbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| OpenGov / Cartegraph                                                                                                                                                                                                 | Bi-directional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Horizon (Benefits Platform)                                                                                                                                                                                          | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Active Directory (AD)                                                                                                                                                                                                | Bi-directional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Microsoft Outlook / Exchange                                                                                                                                                                                         | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Retirement Vendors (Pension, 457)                                                                                                                                                                                    | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| BlueCross BlueShield (Medical)                                                                                                                                                                                       | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Delta Dental                                                                                                                                                                                                         | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| VSP (Vision)                                                                                                                                                                                                         | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| The Hartford (Life / LTD)                                                                                                                                                                                            | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| AFLAC / Voluntary Benefits                                                                                                                                                                                           | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Nationwide / Empower (Deferred Comp)                                                                                                                                                                                 | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| FSA / HSA Administrator (e.g., WEX or Optum)                                                                                                                                                                         | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Workers' Comp Provider (TPA)                                                                                                                                                                                         | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Garnishment Vendor (ADP SmartCompliance or Similar)                                                                                                                                                                  | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| State Retirement System Feed (TCRS)                                                                                                                                                                                  | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Background Check Vendor (e.g., First Advantage)                                                                                                                                                                      | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Learning Management / Training Vendor (e.g., TargetSolutions)                                                                                                                                                        | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |
| Miscellaneous Ancillary Vendor (as defined in RFP)                                                                                                                                                                   | One-way (Outbound)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |                |                  |                |            |                    |          |                   |                      |                |                             |                    |                       |                |                              |                    |                                   |                    |                                |                    |              |                    |              |                    |                           |                    |                            |                    |                                      |                    |                                              |                    |                              |                    |                                                     |                    |                                     |                    |                                                 |                    |                                                               |                    |                                                    |                    |



| Subscription Service                                                                                                              | Assumptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                   | <p>The customer is responsible for providing import files to UKG in the standard UKG Ready format and utilizing the standard UKG Ready delivery method. Each direction (To/From) any 3rd party system and UKG is considered a separate interface.</p> <p>Interfaces will be accomplished via standard flat-file exchange. Customer will work with UKG and 3rd party vendors to facilitate design, testing, and validation.</p> <p>Examples of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> <li>○ Schedule Import/Export</li> <li>○ Punch Import/Export</li> <li>○ Demographic Import/Export</li> <li>○ Accruals Import/Export</li> </ul> <p>The included interfaces will expire if not identified by Launch Go Live.</p> <p>Note: Non-templated, bidirectional, custom reports and/or API (Application Programming Interface) based integrations are not included in the scope of this project. If such services or reports are required, a separate quote will be provided.</p> |
| <p>UKG Ready Benefits*</p> <p>*Requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds</p> | <p>Deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through:</p> <ul style="list-style-type: none"> <li>• Employee Self-Service capabilities including open enrollment/life events</li> <li>• Dependent and beneficiary record keeping</li> <li>• One time data load of benefit enrollments, including dependents and beneficiaries</li> <li>• Benefit maintenance training</li> <li>• Five (5) carrier feeds including benefit providers, COBRA connectivity to a TPA (Third Party Administrator), and Financial Connectivity</li> <li>• Standard Reporting</li> </ul> <p>The included interfaces will expire if not identified by Launch Go Live.</p> <p>Note: Each file needed, even to the same vendor, counts as one (1) feed.</p>                                                                                                                                                                                                                             |
| <p>UKG Ready Compensation Manager*</p> <p>*Requires UKG Ready HR</p>                                                              | <p>Automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Configurable compensation cycles</li> <li>• Tie compensation to performance outcomes</li> <li>• Import/export Excel based compensation proposals</li> <li>• Routing &amp; approval workflows</li> <li>• Complete compensation process visibility</li> <li>• Budget vs. proposed comparison</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>UKG Ready Performance Management*</p> <p>*Requires UKG Ready HR</p>                                                            | <p>Provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Full Performance Configuration**</li> <li>• Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customers will be responsible for the setup of each development area.</li> <li>• Succession Planning <ul style="list-style-type: none"> <li>○ Succession Metrics</li> <li>○ Up to 5 Succession Profiles will be configured by the UKG project team, however the Customer can configure as many as needed</li> <li>○ Customer will be trained on how to assign succession profiles to employees and manage the metrics</li> </ul> </li> </ul> <p>**Up to three (3) review profiles will be configured by the UKG project team. The customer can continue to configure as many as needed.</p>                                                                 |
| <p>UKG Recruiting*</p> <p>*Requires UKG Ready HR</p>                                                                              | <p>Provides proactive administration of your Recruitment strategy across the UKG Ready solution through:</p> <ul style="list-style-type: none"> <li>• Applicant Configuration</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Subscription Service                                                                      | Assumptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                           | <ul style="list-style-type: none"> <li>• Applicant Administration</li> <li>• Job Requisitions</li> <li>• Workflows**</li> <li>• Checklists**</li> <li>• Questionnaires**</li> <li>• Tracking/recruitment custom forms**</li> <li>• Talent tracking: training, skills, certifications</li> <li>• Communication and Notification templates**</li> <li>• Standard reporting</li> </ul> <p>**Up to five (5) of each, as needed, will be configured by the UKG project team. The customer can continue to configure as many as needed.</p>                                                                                                                                                                                                                                                                                                                         |
| UKG Ready COBRA Administration*<br><br><small>*Requires UKG Ready HR and Benefits</small> | Provides proactive administration of your federal COBRA compliance strategy across the UKG Ready solution through: <ul style="list-style-type: none"> <li>• Identify qualifying events and notification for approval</li> <li>• COBRA notice delivery</li> <li>• Benefits management for COBRA participants, including enrollment</li> <li>• Management of data exchange with carriers</li> <li>• Portal with dashboard to track COBRA Administration process</li> <li>• One-time data load using customer-supplied data of COBRA participants</li> </ul>                                                                                                                                                                                                                                                                                                     |
| UKG HRSD Document Manager                                                                 | UKG will provide the following predefined functionality: <ul style="list-style-type: none"> <li>• Employee folder structure</li> <li>• HR roles mapped with UKG Ready HR roles</li> <li>• UKG Ready HR Data (Employee, Organization and HR User)</li> <li>• Enablement of advanced document feature</li> <li>• Logo of Customer to UKG Ready Document Manager site</li> <li>• Document migration from UKG Ready Documents: Employee, Government, and Custom Forms, to Document Manager</li> </ul> <p>Customer responsibility includes:<br/>Document migration from legacy provider to UKG Ready</p>                                                                                                                                                                                                                                                           |
| UKG Bryte AI for Ready – AI Assistant                                                     | UKG will provide the following predefined functionality: <ul style="list-style-type: none"> <li>• Assist with configuring access to Bryte AI Assistant through security settings</li> <li>• Provide guidance on how to upload documents to Bryte AI Assistant</li> <li>• Share best practices for using Bryte AI Assistant effectively</li> </ul> <p>Please note: Bryte AI Assistant does not currently support the automatic generation of responses based on localized content-specific rules or policies unless those are uploaded. We also recommend that customers encourage their user base to provide clear feedback if Bryte AI Assistant ever provides incorrect information. For any issues, Customer Administrators should submit tickets via the appropriate UKG channels, following the established escalation process and SLA requirements.</p> |

## 9. Service Requests

Requests for changes to this SOW, additional scope, activities, or increased project duration must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a billable Service Request:

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope or effort
- Changes to the project resource requirements
- Changes to the Launch duration

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. Service Request will be submitted through the UKG Community. UKG will perform the requested work

once the Service Request has been completed and approved by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

## ADDENDUM TO THE OMNIA MASTER AGREEMENT NO. 24-6833

The City of Kingsport seeks to procure various Services from UKG Kronos Systems, LLC pursuant to its Master Agreement with Cobb County, Georgia. This Addendum (herein “Addendum”) amends the Master Agreement, including all documents which are applicable to the procurement of such Services between Vendor and City and comprise the executed contract effective July 22, 2025 between UKG Kronos Systems, LLC and Cobb County, Georgia as well as any other attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein “Agreement”) between UKG Kronos Systems, LLC, its affiliates and subsidiaries (herein “Vendor”) and City of Kingsport, Tennessee (herein “City”). City, as an eligible Participating Public Agency, shall assume the rights and obligations of the “Customer” (as defined in the Agreement). The terms and conditions of the Agreement, as amended by this Addendum, shall govern when City makes purchases of Services under the Agreement. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement. In consideration of using Vendor’s form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the express intent and agreement of the parties that this Addendum shall control. Notwithstanding, the actual order of execution of any documents by the parties it is expressly acknowledged and agreed that this addendum shall be deemed to have been the last executed by the parties.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Any indemnity, hold harmless, or limitation of remedy, provision contained in the Agreement requiring City to indemnify, hold harmless, or limit its remedies against Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
3. **No Liability of Officials and Employees.** Unless allowed by Applicable Law, no official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall look solely to City for the satisfaction of any liability of City hereunder.
4. **No Responsibility for Third – Party Users.** Omitted.
5. **Warranty.** Omitted.
6. **Accessibility.** Vendor is committed to providing our customers with HCM SaaS solutions that are accessible to users regardless of age, ability, or situation. Vendor endeavors to exceed minimum accessibility requirements of WCAG 2.2 AA with its UKG product lines. The majority of the Employee experience within UKG Ready currently meets the minimum WCAG 2.2 AA standards, to the extent set forth in the UKG Accessibility Conformance Reports (ACRs) for these product lines. The remaining product experiences of UKG Ready are focused on remediating the top use cases for Managers and Administrators to align with the minimum standards, and Vendor will endeavor to update the remainder of the product over time to meet the minimum standards. Upon written request by City, Vendor shall provide ACRs specific to product(s) named in the request, within 60 days of the request, that identifies the remediation progress per release. Vendor shall make commercially reasonable efforts to (i) resolve Accessibility issues reported in writing by City which were not already identified by the applicable ACR ; and (ii) prioritize major barriers for City in our Accessibility roadmap. If City requests additional accessibility support, Vendor can provide updates on its progress towards meeting stated accessibility objectives, and discuss approaches to address accessibility priorities and applicable challenges identified by City. Despite Vendor’s commitment herein, City remains solely responsible for all non-compliance of accessibility requirements which may result from modifications or preference setting during implementation of the HCM SaaS solutions system configurations performed by City.
7. **Confidentiality.** Omitted.
8. **Termination for Convenience.** Omitted.
9. **Non-Appropriation.** Omitted.
10. **Name and Logo.** Vendor shall not use City’s name, its marks, or any of City logos, including Kingsport City Schools, in

marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.

11. **Authority to Bind.** Subject to the mutual warranty set forth in Section 6 (titled “Warranty”) of the Agreement, no employee of City or any other person, without authorization of the board of mayor and aldermen or authority pursuant to the *Kingsport Code of Ordinances* can bind City to any contract or agreement and anything contrary contained in the Agreement is void as it applies to City.
12. **Liens and Security Interests.** City does not have the authority to grant a security interest in its property or authorize a lien on its property, such being against the public policy of the state of Tennessee, therefore Vendor acknowledges and agrees any provision granting Vendor a security interest or authorizing the securing of a lien against City’s property is waived as to City.
13. **Governing Law, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. Such claim may be brought within the applicable time allowed by Tennessee law and the parties expressly agree that no provision of the Agreement which limits the timeframe in which any cause of action may be brought shall apply. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee and waive any objection thereto. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
14. **Responsibility for Litigation Costs, Expenses and Payment of Attorney’s Fees.** In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney’s fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.
15. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services; provided City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor’s request. Vendor shall bear the burden of providing its suppliers with a copy of City’s tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.
16. **Amendment.** Any amendment or modification of this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City’s city recorder and approved as to form by City’s city attorney.
17. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
18. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party’s legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
19. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
20. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

UKG Kronos Systems, LLC

Signed by:

*Kimberley Careno*

Signature

104E91DF2D17401...

City of Kingsport, Tennessee

Paul W. Montgomery, Mayor

8/28/2026 I 3:50 PM EDT

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**Date**

Kimberley Carena

---

**Printed Name**

sr order Analyst

---

**Title**

---

**Date**

**Attest:**

---

**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

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



# Modernizing the City's Human Capital Management (HCM) System

September 15, 2026

Tyra Copas, Human Resources Director

The City of Kingsport

Item X4.



## Why action is needed now

### The Problem

The City's current HCM environment is built on a legacy DOS-based system implemented at the City in 1989. The legacy system does not integrate with other platforms, creating technology, staffing and operational risk.

The school system moved into a different system in 2014, which fragmented the HCM environment and limited the ability to share or pass data between the systems.

### The Opportunity

Move both the City and City Schools to a complete, modern HCM platform that connects core HR, recruiting, time and attendance, performance, training and workflow automation in one environment.

### The Outcome

Streamlined processes with fewer manual steps, reduce stand-alone products, better employee and candidate experiences, stronger standardization, technology which is easy to navigate and more intuitive for new tam members, and a more sustainable technology foundation.



# Executive Summary

## Move from this

```
HT135MHT          NaviLine, Select Version 9.1.25.1          9/03/26
                   Query User with HTESTART                  10:16:06

Select one of the following:
  1. CentralSquare Application Menu

  3. Queries
  4. Change user password
  5. Bulletin Board
  6. HTESTART

89. Disconnect job

90. Sign off

Selection
== > _____

F3=Exit   F5=Refresh   F6=Display messages   F14=Work with submitted jobs
F18=Work with output

MA + A                                     20/007
```

## To this



# The Current State: A 1989 Foundation

The issue is bigger than system age—it is sustainability and business risk

## DOS-Based Legacy Technology

The underlying system was implemented in 1989, and highly customized to the needs of the City over time. This has created a version which modifications are costly due to the need for special programmers.

## Specialized Knowledge Risk

The system relies on outdated programming language and legacy coding knowledge. As a result, in order to operate common task, a retiree has returned to perform coding because the programming language is no longer commonly used or taught. Without the retiree, our capability is highly limited.

## Limited Agility

New processes and requirements cannot be implemented quickly or easily, creating delays, workarounds and inefficiencies.

Item X4.

## Present-day structure

Restricted support technology

Dependence on scarce legacy expertise

Manual processes and workarounds

Slower implementation of new requirements

Fragmented tools and one-off solutions

Growing operational risk

# Case for Change

A modern HCM platform is an operational improvement – not simply a technology replacement.

01

## Stabilize

Replace unsupported technology and reduce dependency on legacy coding expertise.

02

## Simplify

Bring core HR processes into a single, integrated HCM environment, and remove duplicate systems, and re-entry of data.

03

## Automate

Use workflows, rules and system-driven approvals to reduce manual work.

04

## Improve

Strengthen recruiting, employee development, performance, and workforce processes such as time and attendance.

Additionally, it aligns with our **Strategic Plan regarding Efficient & Responsive Government** by providing efficient, transparent, and responsive government through intentional leadership and sustainable financial practices.

# What a Complete HCM System Changes



Move from disconnected processes and systems to one connected employee lifecycle system.

## Core HR

Employee records, position data, organizational structure, demographics, certifications, etc.

## Time & Attendance / Leave

Automated time capture, leave accruals, leave management, workflows, and approvals

## Payroll

Integrated payroll processing and the option for external payroll services

## Recruiting

Modern candidate experience, job posting and hiring workflow

## Performance

Goals, evaluations, feedback and development

## Learning

Training assignments, tracking and compliance

## Benefits

End-to-end benefit administrations with automated carrier connectivity

## Reporting

Standardized reporting, ad hoc reporting, and dashboards

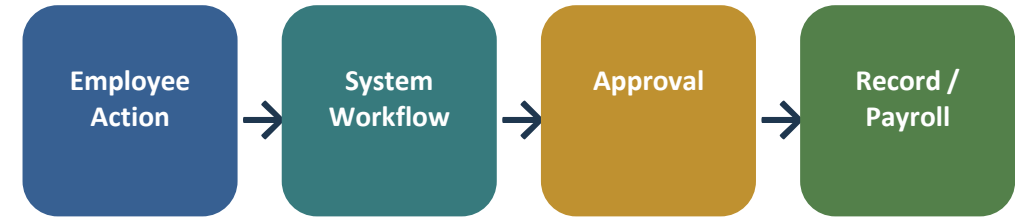
## Workflow Automation

Standardized approvals, notifications and routing

Item X4.

## Automation creates consistency while reducing administrative effort

- Automatic workflows route requests to the right approvers
- App functionality for mobility
- Standardized processes reduce department-by-department workarounds
- Complete HCM system enables data to transfer reducing errors
- Time and Attendance processes become more automated and integrated
- System rules can enforce consistent business practices
- Fewer manual handoffs reduce delays and opportunities for error



### From:

Manual routing • emails • spreadsheets • re-keying • follow-up

### To:

System-driven workflows • standardized approvals • integrated records

The HCM system supports the full employee lifecycle

## Attract

A stronger recruiting module can improve the candidate experience; streamline hiring steps and make it easier to manage candidates from application through hire.

## Develop

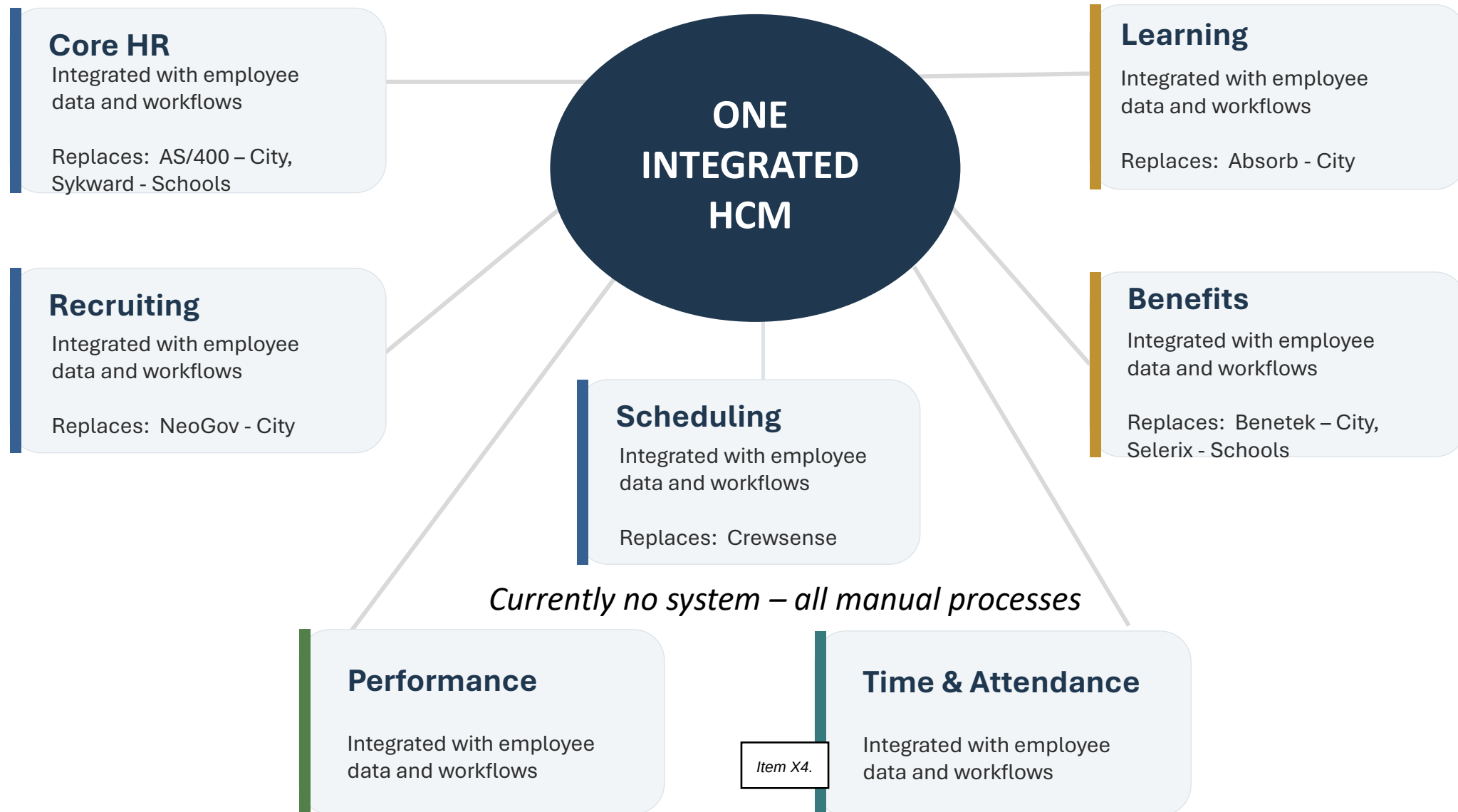
Performance management and learning modules create a more consistent way to set expectations, provide feedback, assign training, and track development and career interest.

## Retain

Better visibility into performance, development and training supports employee growth and creates a more consistent employee experience.

# Reduce Fragmentation & One-Off Solutions

A complete platform can replace the need for stand-alone products



## Annual operating cost and launch investment

### ANNUAL HCM COST

**\$580,725**

*\$48,393.75 billed monthly*

Recurring annual subscription

### Launch Fees

\$297,017.50

*\$74,254 billed quarterly*

Implementation cost only

### What the Investment Replaces Annually

- NeoGov - \$20,626
- Benetek - \$55,000
- Absorb - \$30,000
- AS/400 - \$270,000\*
- Skyward - \$59,687
- Crewsense - \$7,012
- Vector - \$16,441

**\$458,766**

*\*used with both HCM and FIS*



The decision should consider total operational value – not just software cost alone

## Direct Technology Value

- Modern supported platform
- Reduced legacy-system dependency
- Consolidation of stand-alone solutions
- Greater ability to configure and adapt processes

## Operational Value

- Less manual processing
- Faster workflows and approvals
- Better time & attendance efficiency
- Greater standardization
- Fewer workarounds and delays

## Workforce Value

- Better candidate experience
- Stronger onboarding and training
- Consistent performance management
- Improved employee experience and development
- Mobile access for all employees
- More visibility for employees and managers

*Financial analysis should also consider avoided costs, staff time recovered, risk reduction and the value of process improvements.*

# The Cost of Staying Where We Are

Deferring the decision does not eliminate cost – it extends the risk

## Restricted Supported System

Vendor support limitations increase the risk of future issues and constrain our ability to resolve them quickly or increases cost to specialized programming.

## Knowledge Dependency

Reliance on a retiree and scarce legacy programming expertise is not a sustainable long-term strategy.

## Operational Inefficiency

Manual processes, workarounds and slow system changes consume staff time and delay service, which in turn may require additional staffing resources to accomplish job.

## Fragmentation

One-off products and disconnected processes create duplication, inconsistent data, higher risk for errors, and additional administration.

## Move Forward with a Modern HCM Platform

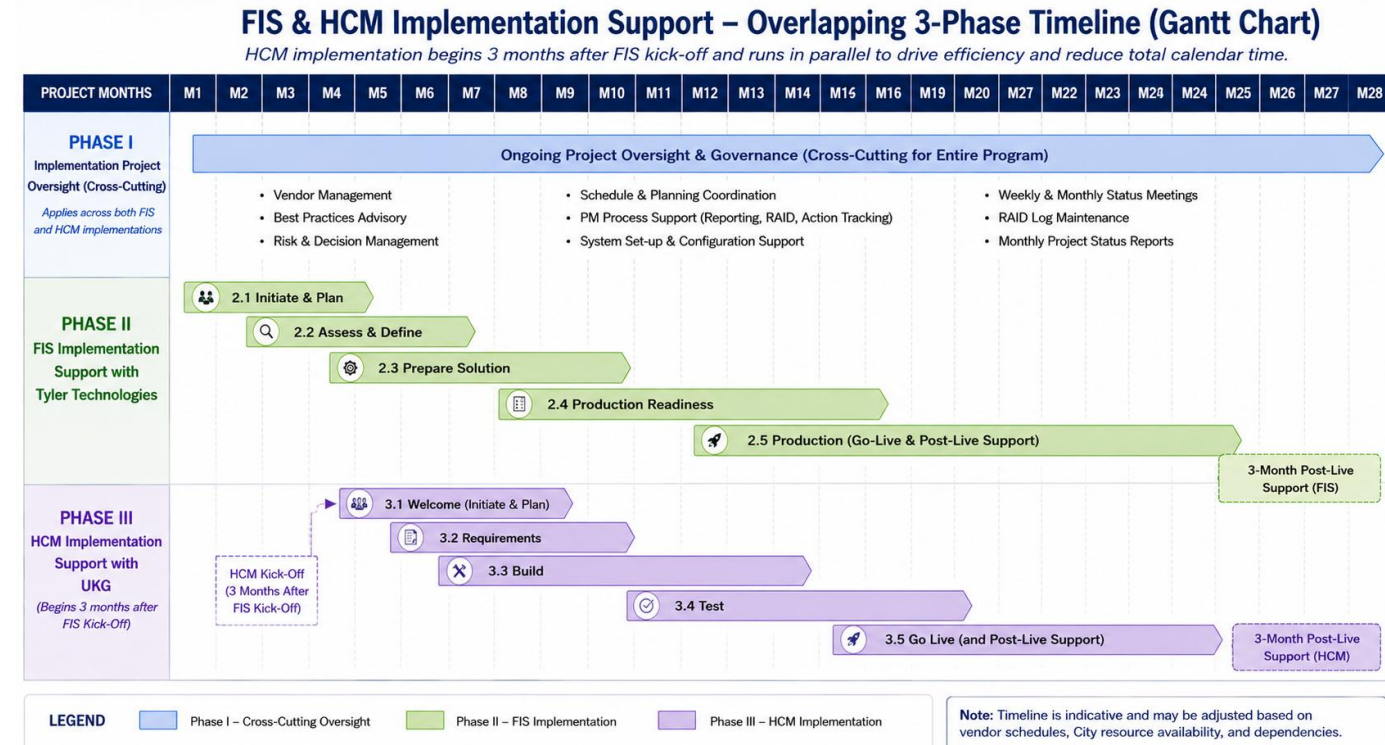
Authorize the City to contract with UKG to move from the legacy HCM environment (Central Square – AS/400 for City and Skyward for Schools) to an integrated HCM solution that modernizes core HR operations, automates workflows, improves time and attendance, strengthens recruiting and retention through employee development, and provides a sustainable technology foundation for the future.

**The goal is not simply to replace an old system—it is to redesign how we deliver HR services.**

# Next Steps

A disciplined implementation will turn the investment into measurable value

- 1 Finalize UKG contract
- 2 Begin implementation as soon as Finance Chart of Accounts is set
- 3 Requirements: validating current processes and identify opportunities to simplify, establish new framework
- 4 Build workflows, roles, data and integrations
- 5 Test: Test, train and prepare departments for transition
- 6 Go live - anticipating **January 2028 or July/August 2028**
- 7 Measure results: efficiency, adoption, recruiting, training and process cycle time



# **Modernize the System. Simplify the Work. Support the Workforce.**

A modern HCM platform gives the City the tools to operate more efficiently today—and adapt more effectively tomorrow.

City of Kingsport • Human Resources



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Municipal Technical Advisory Service (MTAS) to Codify and Revise the Ordinances of the City of Kingsport, Tennessee**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-282-2026

Work Session: September 14, 2026

First Reading: N/A

Final Adoption: September 15, 2026

Staff Work By: Jessica Harmon

Presentation By: Jessica Harmon

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

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, this resolution would authorize the Municipal Technical Advisory Service (MTAS) to codify and revise the ordinances of the City of Kingsport.

The resolution authorizes MTAS to conduct a thorough review of our code for compliance with state law and will propose revisions as necessary for compliance. In addition to the code review, MTAS will place the City of Kingsport Municipal Code into a standard format that will mirror the format of many cities all across the state. MTAS currently codifies and hosts xxxx cities codes in Tennessee. Our current code is codified and hosted by Municode, a Civic Plus company.

This transition will align the City of Kingsport with other municipalities of similar size across the state. Adoption of the standard format that MTAS provides will make benchmarking and comparison among jurisdictions easier for staff to complete.

The fee for review and codification is \$18,000 and is based upon population. The last codification of our code of ordinances through Municode was \$21,000. The full review and codification is anticipated to take a year to complete.

#### **Attachments:**

1. Resolution

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION APPROVING AUTHORIZING THE MUNICIPAL TECHNICAL ADVISORY SERVICE TO CODIFY AND REVISE THE ORDINANCES OF THE CITY OF KINGSPORT, TENNESSEE AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, periodically it is necessary to recodify the code of ordinances in order to ensure amendments to various provisions have been properly incorporated; reorganize divisions, articles, and chapters which have been amended over time; and to review the code for provisions which may be inapplicable or that conflict with state law; and

WHEREAS, historically the recodification process has occurred at approximately 15-year intervals with the last full recodification of the code undertaken in 2012; and

WHEREAS, the Municipal Technical Advisory Service (MTAS) offers recodification services to various municipalities across the state; and

WHEREAS, MTAS will conduct a thorough review of the city code for compliance with state law, will propose revisions as necessary for compliance, and MTAS will place the City of Kingsport Municipal Code into a standardized 20 title format implemented by many cities across the state; and

WHEREAS, the fee for review and recodification is \$18,000 which is based upon population; and

WHEREAS, the full review and recodification is anticipated to take a year to complete.

Now therefore,

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

SECTION I. That the use of Municipal Technical Advisory Service to recodify and review the City of Kingsport Code of Ordinances, in an amount not to exceed \$18,000 is approved.

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

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

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

ADOPTED this the 15th day of September, 2026.

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PAUL W. MONTGOMERY, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY





## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for Approximately \$26,000 from the Department of Justice FY26 Edward Byrne Justice Assistance Grant (JAG) Program**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-272-2026

Work Session: September 14, 2026

First Reading: N/A

Final Adoption: September 15, 2026

Staff Work By: Captain Justin Quillin

Presentation By: Chief Jason Bellamy

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

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the Kingsport Police department will receive a grant from the Department of Justice, Bureau of Justice Assistance FY26 Edward Byrne Memorial Justice Assistance Grant (JAG), for approximately \$26,000. The grant monies will be utilized to purchase equipment.

There are no matching fund requirements.

#### **Attachments:**

1. Resolution

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2026 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

WHEREAS, the city, through the Kingsport Police Department, has been notified that it is eligible for the Fiscal Year 2026 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program to purchase equipment and technology; and

WHEREAS, the grant funds are in the amount of \$26,000.00, and there is no required local match; and

WHEREAS, certain documents must be completed and executed to apply for and receive the grant funds.

Now therefore,

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

SECTION I. That an application for and receipt of a Fiscal Year 2026 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program in the amount of up to \$26,000.00 to purchase equipment and technology for the Kingsport Police Department, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Fiscal Year 2026 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program and any and all documents necessary and proper for such application and receipt of funds.

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

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

ADOPTED this the 15th day of September, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

**Consideration of a Resolution Authorizing the Mayor to Execute Signature Authority Allowing the Chief of Police or His Designee to Electronically Complete All Necessary Documents as Required by the Department of Justice, Bureau of Justice Assistance Grant (JAG) FY 2026**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-273-2026

Work Session: September 14, 2026

First Reading: N/A

Final Adoption: September 15, 2026

Staff Work By: Captain Justin Quillin

Presentation By: Chief Jason Bellamy

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

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**Recommendation:**

Approve the Resolution

**Executive Summary:**

If approved, this resolution grants signature authority to the Chief of Police or his designee for all documents necessary and proper to comply with a Department of Justice, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG).

Additionally, the U.S. Department of Justice requires that the authorized representative or their formal designee complete and submit an application as well as, if awarded, annual/semi-annual and/or quarterly documents for grant reporting purposes.

Such application and any acceptance conditions would be reviewed and approved by the city attorney and signed in hard copy by the mayor before electronic submission by the chief of police or designee. Information regarding the formal delegation of such authority must be placed in a file and available on-site for immediate review if requested.

**Attachments:**

1. Resolution

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program requires a Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority to sign grant documents required for reporting as contracted on behalf of the city for an equipment and technology grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Signature Authority Consent Form for contracts, invoices, and other documents with the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program for an equipment and technology grant.

SECTION II. That the mayor is authorized to designate the chief of police as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program.

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

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

ADOPTED this the 15th day of September, 2026.

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PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### **Consideration of a Resolution Approving the Renewal of the Niswonger Foundation Project-On-Track MOU and Authorizing the Mayor to Execute the MOU and All Documents**

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

Action Form No.: AF-279-2026  
Work Session: September 14, 2026  
First Reading: N/A

Final Adoption: September 15, 2026  
Staff Work By: Committee  
Presentation By: David Frye

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#### **Strategic Focus Area: 7. World-Class Education**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, Kingsport City Schools will have an additional \$50,520 to provide high dosage/high impact literacy tutoring for grades 2-5 at Roosevelt Elementary and Kennedy Elementary Schools for the 2026-2027 school year.

The City has an ongoing relationship with Niswonger Foundation for the Project On-Track program which utilizes the TN All Corps Community Partner Grant to supply high-dosage/low-ratio tutoring for students who are struggling in the mastery of grade level academic skills and standards in literacy.

A budget of \$50,520 has been established. A Budget Ordinance will be forthcoming upon execution of the agreement. The allocation is listed below.

|                          |          |
|--------------------------|----------|
| Kennedy Elementary       | \$9,520  |
| Roosevelt Elementary     | \$36,400 |
| Site Coordinator Stipend | \$4,000  |
| Supply Allocation        | \$600    |

The Board of Education approved this item at its September 8, 2026, meeting.

#### **Attachments:**

1. Resolution
2. Agreement

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION APPROVING THE RENEWAL OF THE  
NISWONGER FOUNDATION PROJECT ON-TRACK  
MEMORANDUM OF UNDERSTANDING AND AUTHORIZING  
THE MAYOR TO SIGN THE MOU AND ALL OTHER DOCUMENTS  
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE  
OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, Kingsport City Schools has partnered with Niswonger Foundation in the past years for the Project On-Track Tutoring Program; and

WHEREAS, the administration would like to continue the literacy tutoring for students in grades 2-5 at Roosevelt Elementary and Kennedy Elementary; and

WHEREAS, funding will be provided by Niswonger Foundation in accordance with established guidelines by the TN All Corps Community Partner Grant; and

WHEREAS, the total budget allocation is \$50,520; and

WHEREAS, The Board of Education approved the renewal on September 8, 2026.

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Niswonger Foundation for Project-On-Track is approved.

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

**Project On-Track: High-Dosage/Low-Ratio Tutoring Program  
TN ALL Corps Community Partner Grant – TN Department of Education  
Memorandum of Understanding for the 2026-2027 School Year**

NISWONGER FOUNDATION Contact Person: Stephanie Boyd (sboyd@niswongerfoundation.org)

PARTNER/ Contact Person(s): Dr. Holly Flora

The project partner, Niswonger Foundation, agrees to provide the following services in accordance with the attached budget.

**Statement of Work for Kingsport City Schools:**

1. Scope of Project – Kingsport City Schools will serve as an operational partner of Project On-Track. This partnership is expected to extend from August 1, 2026, through May 31, 2027.
2. Personnel – Dr. Holly Flora will serve as the overall project coordinator for Project On-Track activities. The last page of this document describes the approved allocation.



3. Working Relationship – will serve as the primary point of contact between Niswonger Foundation and program partners. The Project On-Track staff will ensure this point of contact remains abreast of all developments and events.

#### **Work to be performed**

- A. Collaborate with Niswonger Foundation to develop strategies and procedures for a successful implementation of high dosage/high impact literacy tutoring for grades 2-5 at identified site(s) during the 2026-2027 school year.
  1. The district will determine site(s) where students will work with trained tutors.
  2. Site coordinator(s) will be selected to oversee project operations, participate in professional training, and supervise trained tutors. Site coordinators will receive a document "Site Coordinator's Essential Functions" and are required to attend informational and training meetings as scheduled by the Project On-Track team.
  3. Tutors will be selected to work with students per Project On-Track guidelines at designated times determined by the school district. Tutors will receive a document "Academic Tutor's Essential Functions."
  4. Project On-Track staff members will provide all training for selected tutors in literacy.
  5. Tutor training sessions will be 2- 4.5 hours in length depending on length of tutoring sessions. Tutors will be compensated at their agreed upon rate of pay for completing training sessions.
  6. Site coordinators, district personnel, and Project On-Track staff members will provide coaching support for tutors in the areas of literacy instruction, time management, classroom management, and communication so that tutoring sessions meet the needs of all students in an efficient manner.
- B. The district will identify and select students in grades 2-5 who are struggling in the mastery of grade level academic skills and standards in literacy. **Tutors are expected to provide the opportunity for each student to attend a minimum of 30 minutes at least three times a week for a minimum of 12 weeks each semester.**
  1. The district will use multiple sources of data and information in selecting the students who will be part of the tutoring program which may include but not limited to 2025-2026 state assessment results, beginning-of-year universal screening results (prefer students below the 40th %ile), beginning-of-year assessments, district benchmark results, and teacher recommendations. Lesson routines will support vocabulary development, fluency, comprehension, and writing (basic decoding skills will not be included).
  2. Multiple data points may be collected and analyzed for each student during the length of the tutoring program. District benchmark/interim assessment scores will be collected by tutors.
  3. Instructional activities will be tailored and adjusted based on student performance on previous items and assessments. Each student's family will receive a mid-term progress report from the tutor identifying areas of strength and areas for focus.
- C. Establish budget and financial oversight procedures regarding compensation for site coordinator(s) and tutors for the 2026-2027 school year.
  1. Niswonger Foundation and the district's leadership will agree to payment and compensation processes and procedures. Project On-Track requires tutors to be financially compensated as determined by each finance department.
  2. Tutors will maintain time records to be used for compensation and/or other requirements to show evidence of work per school district's policies. Tutor timesheets are to be submitted with district invoices.

The following stipulations shall apply:

1. The Niswonger Foundation shall approve the purpose, administration, and supervision of all phases of the services to be provided under all parts of this agreement.
2. This agreement may be terminated by either party upon receipt of 30 days' written notice. Any change to this agreement requires an amendment with the same authoritative signatures as the original. Neither party shall have the right to assign or transfer its rights or

obligations under this MOU without written consent of the other party. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

#### Payment for Services

The funds awarded under the Project On-Track grant are available on a reimbursement basis and in accordance with payment schedule agreed to by the school district and the Niswonger Foundation. Social Security and Medicare will be reimbursed at 7.65%, and retirement will be reimbursed at the actual cost. The reimbursement schedule can be monthly, quarterly, or at the end of each semester. Site coordinators and tutors will maintain time sheets as required by the district partner. Kingsport City Schools will send Niswonger Foundation digital invoices with detailed documentation to the following individual using the contact information provided:

Dr. Debra Bentley, Project On-Track Finance Director  
Cell: 423-791-4317  
Email: dbentley@niswongerfoundation.org

Proposed Budget:

| Site Name            | Literacy tutors | Hours per tutor per week (including planning) | Rate of pay | Total hours (including planning) | Tutor Allocation | Site Coordinator Stipend | Supply Fee |
|----------------------|-----------------|-----------------------------------------------|-------------|----------------------------------|------------------|--------------------------|------------|
| Roosevelt Elementary | 2               | 20                                            | \$35.00     | 1040                             | \$36,400.00      | \$4,000.00               | \$300.00   |
| Kennedy Elementary   | 1               | 10.45                                         | \$35.00     | 272                              | \$9,520.00       |                          | \$300.00   |
|                      |                 |                                               |             |                                  | \$ 45,920.00     | \$ 4,000.00              | \$ 600.00  |
|                      |                 |                                               |             |                                  |                  |                          |            |

[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 15th day of September 2026.

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

ATTEST

\_\_\_\_\_  
ANGIE MARSHALL, Deputy City Recorder

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



**Project On-Track: High-Dosage/Low-Ratio Tutoring Program**  
**TN ALL Corps Community Partner Grant – TN Department of Education**  
**Memorandum of Understanding for the 2026-2027 School Year**

NISWONGER FOUNDATION Contact Person: Stephanie Boyd ([sboyd@niswongerfoundation.org](mailto:sboyd@niswongerfoundation.org))

PARTNER/ Contact Person(s): Dr. Holly Flora

The project partner, Niswonger Foundation, agrees to provide the following services in accordance with the attached budget.

**Statement of Work for Kingsport City Schools:**

1. Scope of Project – Kingsport City Schools will serve as an operational partner of Project On-Track. This partnership is expected to extend from August 1, 2026, through May 31, 2027.
2. Personnel – Dr. Holly Flora will serve as the overall project coordinator for Project On-Track activities. The last page of this document describes the approved allocation.
3. Working Relationship – will serve as the primary point of contact between Niswonger Foundation and program partners. The Project On-Track staff will ensure this point of contact remains abreast of all developments and events.

**Work to be performed**

**A.** Collaborate with Niswonger Foundation to develop strategies and procedures for a successful implementation of high dosage/high impact literacy tutoring for grades 2-5 at identified site(s) during the 2026-2027 school year.

1. The district will determine site(s) where students will work with trained tutors.
2. Site coordinator(s) will be selected to oversee project operations, participate in professional training, and supervise trained tutors. Site coordinators will receive a document “[Site Coordinator’s Essential Functions](#)” and are required to attend informational and training meetings as scheduled by the Project On-Track team.
3. Tutors will be selected to work with students per Project On-Track guidelines at designated times determined by the school district. Tutors will receive a document “[Academic Tutor’s Essential Functions](#).”
4. Project On-Track staff members will provide all training for selected tutors in literacy.
5. Tutor training sessions will be 2- 4.5 hours in length depending on length of tutoring sessions.

Tutors will be compensated at their agreed upon rate of pay for completing training sessions.

6. Site coordinators, district personnel, and Project On-Track staff members will provide coaching support for tutors in the areas of literacy instruction, time management, classroom management, and communication so that tutoring sessions meet the needs of all students in an efficient manner.
- B. The district will identify and select students in grades 2-5 who are struggling in the mastery of grade level academic skills and standards in literacy. Tutors are expected to provide the opportunity for each student to attend a minimum of 30 minutes at least three times a week for a minimum of 12 weeks each semester.**
1. The district will use multiple sources of data and information in selecting the students who will be part of the tutoring program which may include but not limited to 2025-2026 state assessment results, beginning-of-year universal screening results (prefer students below the 40<sup>th</sup> %ile), beginning-of-year assessments, district benchmark results, and teacher recommendations. Lesson routines will support vocabulary development, fluency, comprehension, and writing (basic decoding skills will not be included).
  2. Multiple data points may be collected and analyzed for each student during the length of the tutoring program. District benchmark/interim assessment scores will be collected by tutors.
  3. Instructional activities will be tailored and adjusted based on student performance on previous items and assessments. Each student's family will receive a mid-term progress report from the tutor identifying areas of strength and areas for focus.
- C. Establish budget and financial oversight procedures regarding compensation for site coordinator(s) and tutors for the 2026-2027 school year.**
1. Niswonger Foundation and the district's leadership will agree to payment and compensation processes and procedures. Project On-Track requires tutors to be financially compensated as determined by each finance department.
  2. Tutors will maintain time records to be used for compensation and/or other requirements to show evidence of work per school district's policies. Tutor timesheets are to be submitted with district invoices.

The following stipulations shall apply:

1. The Niswonger Foundation shall approve the purpose, administration, and supervision of all phases of the services to be provided under all parts of this agreement.
2. This agreement may be terminated by either party upon receipt of 30 days' written notice. Any change to this agreement requires an amendment with the same authoritative signatures as the original. Neither party shall have the right to assign or transfer its rights or obligations under this MOU without written consent of the other party. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

## Payment for Services

The funds awarded under the Project On-Track grant are available on a reimbursement basis and in accordance with payment schedule agreed to by the school district and the Niswonger Foundation. Social Security and Medicare will be reimbursed at 7.65% and retirement will be reimbursed at the actual cost. The reimbursement schedule can be monthly, quarterly, or at the end of each semester. Site coordinators and tutors will maintain time sheets as required by the district partner. Kingsport City Schools will send Niswonger Foundation **digital invoices** with detailed documentation to the following individual using the contact information provided:

Dr. Debra Bentley, Project On-Track Finance Director  
Cell: 423-791-4317  
Email: [dbentley@niswongerfoundation.org](mailto:dbentley@niswongerfoundation.org)

### Proposed Budget:

| Site Name            | Literacy tutors | Hours per tutor per week (including planning) | Rate of pay | Total hours (including planning) | Tutor Allocation    | Site Coordinator Stipend | Supply Fee       |
|----------------------|-----------------|-----------------------------------------------|-------------|----------------------------------|---------------------|--------------------------|------------------|
| Roosevelt Elementary | 2               | 20                                            | \$35.00     | 1040                             | \$36,400.00         | \$4,000.00               | \$300.00         |
| Kennedy Elementary   | 1               | 10.45                                         | \$35.00     | 272                              | \$9,520.00          |                          | \$300.00         |
|                      |                 |                                               |             |                                  | <b>\$ 45,920.00</b> | <b>\$ 4,000.00</b>       | <b>\$ 600.00</b> |
|                      |                 |                                               |             |                                  |                     |                          |                  |

ACCEPTED BY:

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Dr. Steve Barnett  
Chief Operating Officer, Niswonger Foundation

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Christopher M. Hampton  
Director/Superintendent, Kingsport City Schools

ATTEST:

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Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

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Rodney B. Rowlett, III, City Attorney



## AGENDA ACTION FORM

### **Consideration of a Resolution Approving a Community Development Block Grant (CDBG) Subrecipient Agreement with Kingsport Housing and Redevelopment Authority (KHRA)**

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

Action Form No.: AF-281-2026  
Work Session: September 14, 2026  
First Reading: N/A

Final Adoption: September 15, 2026  
Staff Work By: Jessica McMurray  
Presentation By: Jessica Harmon

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

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, this resolution would authorize a Community Development Block Grant (CDBG) subrecipient agreement between the City of Kingsport and the Kingsport Housing and Redevelopment Authority (KHRA)

In August, the Board of Mayor and Aldermen approved a Memorandum of Understanding (MOU) between the City and KHRA for program management of the CDBG program. This MOU outlines the cost sharing arrangements of the administrative portions of the CDBG Budget with 65% going to KHRA and 35% to be retained by the City.

The Department of Housing and Urban Development (HUD) is requiring that the City execute a Subrecipient Agreement with KHRA that illustrates exactly the duties to be performed and what the funding is to be used for. This subrecipient agreement mirrors the agreements we complete annually with outside agencies for funding through this program.

The agreement will be good from September 1, 2026 through June 30, 2027. It will need to be renewed annually through our subrecipient process with new funding cycles.

#### **Attachments:**

1. Resolution
2. Agreement

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT WITH THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY TO ASSIST WITH THE KINGSPORT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has asked the Kingsport Housing and Redevelopment Authority (KHRA) to assist in the administration of the Community Development Block Grant (CDBG) Program and the board approved a Memorandum of Understanding in August, 2026 (Res. 2027-038); and

WHEREAS, since that time, the Department of Housing and Urban Development (HUD) is requiring that the City execute a Subrecipient Agreement with KHRA that illustrates exactly the duties to be performed and what the funding is to be used for, and this subrecipient agreement mirrors the agreements we complete annually with outside agencies for funding through this program.

WHEREAS, the agreement will be good from September 1, 2026 through June 30, 2027 and it will need to be renewed annually through our subrecipient process with new funding cycles.

Now therefore,

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

SECTION I. That a Subrecipient Grant Contract with the Kingsport Housing & Redevelopment Authority regarding the Kingsport Community Development Block Grant Program, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Subrecipient Grant Contract with the Kingsport Housing & Redevelopment Authority regarding the Kingsport Community Development Block Grant Program and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Memorandum of Understanding or this resolution, said Memorandum of Understanding being as follows:

**GRANT CONTRACT  
BETWEEN THE CITY OF KINGSPORT, TENNESSEE  
AND  
KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY**

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the "City" and **Kingsport Housing and Redevelopment Authority** hereinafter referred to as the "Operating Agency", is for the provision of administrative grant services for the Community Development Block Grant Program ("CDBG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES").

**Operating Agency's address:** 906 E Sevier Avenue, Kingsport, TN 37660

**Operating Agency's Edison Vendor ID #:** 62-6001581

**A. SCOPE OF SERVICES AND DELIVERABLES:**

A.1. The Operating Agency shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant contract.

A.2. To provide and operate administrative activities for the CDBG grant serving low and moderate-income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.

A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Operating Agency's duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:

a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et.seq.), as amended (the "Federal CDBG Regulations").

b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.

A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.

A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a five (5) year period in accordance with the requirements of 24 CFR Part 570.

A.7. To furnish to the City all reports required to be filed in accordance with any directives of the City and within the time period prescribed by the City for such reports.

**B. TERM OF GRANT CONTRACT:**

B.1. Grant Term. This Grant Contract shall be effective on **September 1, 2026** ("Effective Date") and extend for a period of twelve (12) months after the Effective Date to **June 30, 2027** ("Term"). The City shall have no obligation for goods or services provided by the Operating Agency prior to the Effective Date or extending beyond the close of the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the City under this Grant Contract exceed **Sixty-One Thousand Sixty-Nine and 71/100 Dollars (\$61,069.71)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Operating Agency.

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

C.3. Payment Methodology. The Operating Agency shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Operating Agency shall submit invoices, in form and substance acceptable to the City, with all necessary supporting documentation, prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Operating Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "City Comprehensive Travel Regulations", as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Operating Agency shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:

City of Kingsport

415 Broad Street, Kingsport, Tennessee 37660

Attention: Planning Department

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.



C.7. Disbursement Reconciliation and Close Out. The Operating Agency shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.

a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Operating Agency shall refund the difference to the City. The Operating Agency shall submit said refund with the final grant disbursement reconciliation report.

b. The City shall not be responsible for the payment of any invoice submitted to the City after the grant disbursement reconciliation report. The City will not deem any Operating Agency costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the City, and such invoices will NOT be paid.

c. The Operating Agency's failure to provide a final grant disbursement reconciliation report to the City as required shall result in the Operating Agency being deemed ineligible for reimbursement under this Grant Contract, and the Operating Agency shall be required to refund any and all payments by the city pursuant to this Grant Contract.

d. The Operating Agency must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Operating Agency request reimbursement for indirect costs, the Operating Agency must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Operating Agency will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Operating Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Operating Agency agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Operating Agency.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of City of Kingsport Departments of Finance and Administration Policies or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the City shall not prejudice the City's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the City shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Operating Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.12. City's Right to Set Off. The City reserves the right to deduct from amounts that are or shall become due and payable to the Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency has a right to receive payment from the City.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Kingsport and Tennessee laws and regulations.

D.3 Termination for Convenience. The City may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the City. The City shall give the Operating Agency at least thirty (30) days written notice before the effective termination date. The Operating Agency shall be entitled to compensation for authorized expenditures and satisfactory services, in compliance with Federal CDBG Regulations, completed as of the termination date, but in no event shall the City be liable to the Operating Agency for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Operating Agency shall not have any

right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.

D.4 Termination for Cause. If the Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency violates any terms of this Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Operating Agency shall not be relieved of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.

D.5. Subcontracting. The Operating Agency shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice", and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Operating Agency shall remain responsible for all work performed.

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

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Operating Agency is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development.

D.7. Lobbying. The Operating Agency certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Operating Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The City:

City of Kingsport Office of Housing and Community Development

ATTN: Planning Department

415 Broad Street, Kingsport, Tennessee 37660

Telephone 423-224-2877

Email [jessicamcmurray@kingsporttn.gov](mailto:jessicamcmurray@kingsporttn.gov)

City of Kingsport Legal Office

ATTN: City Attorney

415 Broad Street, Kingsport, TN 37660

Telephone: 423-229-9464

Email: [BartRowlett@KingsportTN.gov](mailto:BartRowlett@KingsportTN.gov)

The Operating Agency:

**Agency: Kingsport Housing and Redevelopment Authority**

Attn: Michael Price

Address: 906 E Sevier Avenue, Kingsport, TN 37660

Telephone: (423) 245-0135

Email: [michaelp@kingsporthousing.org](mailto:michaelp@kingsporthousing.org)

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Grant Contract upon written notice to the Operating Agency. The City's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the City. Upon receipt of the written notice, the Operating Agency shall cease all work associated with the Grant Contract. Should such an event occur, the Operating Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Operating Agency shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Operating Agency agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Operating Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Operating Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The City and the Operating Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.

a. The Operating Agency warrants to the City that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Operating Agency warrants that it will cooperate with the City, including cooperation and coordination with City privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The City and the Operating Agency will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the City and the Operating Agency in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Operating Agency will indemnify the City and hold it harmless for any violation by the Operating Agency or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the City because of the violation.

D.12. Public Accountability. If the Operating Agency is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Operating Agency on behalf of the City, the Operating Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Operating Agency shall also display in a prominent place, located near the passageway through which public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") inches in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the City. The City shall obtain copies of the sign from HUD, and upon request from the Operating Agency, provide Operating Agency with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Operating Agency in relation to this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Operating Agency in relation to this Grant Contract shall be approved by the City.

D.14. Licensure. The Operating Agency and its employees and all sub-Operating Agencies shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Operating Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

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

The Operating Agency shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Operating Agency shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

D.16. Monitoring. The Operating Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

D.17. Progress Reports. The Operating Agency shall submit brief, periodic, progress reports to the City as requested.

D.18. Reports. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency shall submit one (1) program report per quarter and within one (1) month of the conclusion of the Term, a CDBG annual report to the City.

D.19. Audit Reports. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Operating Agency may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Operating Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Operating Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint ventures, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Operating Agency, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Operating Agency's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. City Liability. The City shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Operating Agency's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Operating Agency will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Operating Agency's performance longer than forty-eight (48) hours, the City may, upon notice to Operating Agency: (a) cease payment of the fees until Operating Agency resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Operating Agency will not increase its charges under this Grant Contract or charge the City any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Operating Agency shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. City Interest in Equipment or Motor Vehicles. The Operating Agency shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this program's prior year Grant contracts between the City, and the Operating Agency.

The Operating Agency grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Operating Agency under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Operating Agency hereby grants the City a security interest in said equipment or motor vehicles. The Operating Agency agrees that the City may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Operating Agency agrees to execute and deliver to the City, upon the City's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as the City may require to perfect a security interest with respect to said equipment or motor vehicles. The Operating Agency shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the City may reasonably require. Without the prior written consent of the City, the Operating Agency shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Operating Agency's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract. The City shall have the remedies of a secured party under the Uniform Commercial Code and, at the City's option, may also invoke the remedies herein provided.

The Operating Agency agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Operating Agency shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Operating Agency's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Operating Agency, no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.
- k. The Operating Agency shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences.

The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

l. The Operating Agency shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Operating Agency shall notify the City, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Operating Agency shall be responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.

m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Operating Agency shall request written approval from the City for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. City, State and Federal Compliance. The Operating Agency shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Operating Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Operating Agency acknowledges and agrees that any rights or claims against the City of Kingsport or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall control.

E.2. Debarment and Suspension. The Operating Agency certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. Have not within a three (3) year period preceding this the date of this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. Have not within a three (3) year period preceding the date of this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Operating Agency shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Work Papers Subject to Review. The Operating Agency shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon



request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Children's Act for Clean Indoor Air of 1995", Tenn. Code Ann. §§ 39-17-1601 through 1606, the Operating Agency shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Operating Agency shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be a part of any subcontract related to this Grant Contract.

E.5. Hold Harmless. To the extent permitted by State law, the Operating Agency agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Operating Agency, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Operating Agency further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

E.6. Federal Funding Accountability and Transparency Act ("FFATA"). This Grant requires the Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency's Executives.

(1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency's preceding completed fiscal year, if in the Operating Agency's preceding fiscal year it received:

i. 80 percent or more of the Operating Agency's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and

ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315. "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Operating Agency's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.



- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings or deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites of property) for the executive exceeds \$10,000.
- b. The Operating Agency must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.
- c. If this Grant Contract is amended to extend the Term, the Operating Agency must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Operating Agency will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>. The Operating Agency's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be obligated to pay any outstanding invoice received from the Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.
- E.7. Training. The Operating Agency agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.
- E.8. CDBG Program Requirements. Under this Grant Contract, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Operating Agency agrees and certifies to comply with all applicable HUD requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:
  - a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.
  - b. The Operating Agency will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:
    - 1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
    - 2. 24 CFR 570 Subpart A, General Provisions;
    - 3. 24 CFR 570 Subpart C, Eligible Activities;
    - 4. 24 CFR 570 Subpart J, Grant Administration;
    - 5. 24 CFR 570 Subpart K, Other Program Requirements;
    - 6. 24 CFR 570 Subpart O, Performance Reviews;
    - 7. Title VI and Executive Order 13166 Affirmative Outreach
  - c. If the Operating Agency is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.
  - d. The Operating Agency will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.
  - e. The Operating Agency will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
  - f. The Operating Agency will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.
  - g. The Operating Agency will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.
  - h. The Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.
  - i. The Operating Agency will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.
- E.9. Drug Free Workplace. The Operating Agency will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's

workplace and specifying the action that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Operating Agency's policy of maintaining a drug-free workplace;
3. Any drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);

d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).

E.10. Corrective Action. If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set out their signatures.

[Acknowledgements 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 Memorandum of Understanding set out herein that do not substantially alter the material provisions of the Memorandum of Understanding, 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 15th day of September, 2026.

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PAUL W. MONTGOMERY, Mayor

ATTEST:

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ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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RODNEY B. ROWLETT III, City Attorney

**GRANT CONTRACT  
BETWEEN THE CITY OF KINGSPORT, TENNESSEE  
AND  
KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY**

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the “City” and **Kingsport Housing and Redevelopment Authority** hereinafter referred to as the “Operating Agency”, is for the provision of administrative grant services for the Community Development Block Grant Program (“CDBG”), as further described under “Scope of Services and Deliverables” (the “SCOPE OF SERVICES”).

**Operating Agency’s address:** 906 E Sevier Avenue, Kingsport, TN 37660  
**Operating Agency’s Edison Vendor ID #:** 62-6001581

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Operating Agency shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant contract.
- A.2. To provide and operate administrative activities for the CDBG grant serving low and moderate-income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Operating Agency’s duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:
  - a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et.seq.), as amended (the “Federal CDBG Regulations”).
  - b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.
- A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.
- A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a five (5) year period in accordance with the requirements of 24 CFR Part 570.
- A.7. To furnish to the City all reports required to be filed in accordance with any directives of the City and within the time period prescribed by the City for such reports.

**B. TERM OF GRANT CONTRACT:**

- B.1. Grant Term. This Grant Contract shall be effective on **September 1, 2026** (“Effective Date”) and extend for a period of twelve (12) months after the Effective Date to **June 30,**

**2027**(“Term”). The City shall have no obligation for goods or services provided by the Operating Agency prior to the Effective Date or extending beyond the close of the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the City under this Grant Contract exceed **Sixty-One Thousand Sixty-Nine and 71/100 Dollars (\$61,069.71)** (“Maximum Liability”). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Operating Agency.
- C.2. Compensation Firm. The Maximum Liability of the City is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Operating Agency shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Operating Agency shall submit invoices, in form and substance acceptable to the City, with all necessary supporting documentation, prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Operating Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “City Comprehensive Travel Regulations”, as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Operating Agency shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:
- City of Kingsport  
415 Broad Street, Kingsport, Tennessee 37660  
Attention: Planning Department
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Operating Agency shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.
- a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Operating Agency shall refund the difference to the City. The Operating Agency shall submit said refund with the final grant disbursement reconciliation report.
- b. The City shall not be responsible for the payment of any invoice submitted to the City after the grant disbursement reconciliation report. The City will not deem any Operating Agency costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the City, and such invoices will NOT be paid.

- c. The Operating Agency's failure to provide a final grant disbursement reconciliation report to the City as required shall result in the Operating Agency being deemed ineligible for reimbursement under this Grant Contract, and the Operating Agency shall be required to refund any and all payments by the city pursuant to this Grant Contract.
  - d. The Operating Agency must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Operating Agency request reimbursement for indirect costs, the Operating Agency must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Operating Agency will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Operating Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Operating Agency agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Operating Agency.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of City of Kingsport Departments of Finance and Administration Policies or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the City shall not prejudice the City's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the City shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Operating Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. City's Right to Set Off. The City reserves the right to deduct from amounts that are or shall become due and payable to the Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency has a right to receive payment from the City.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Kingsport and Tennessee laws and regulations.

- D.3 Termination for Convenience. The City may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the City. The City shall give the Operating Agency at least thirty (30) days written notice before the effective termination date. The Operating Agency shall be entitled to compensation for authorized expenditures and satisfactory services, in compliance with Federal CDBG Regulations, completed as of the termination date, but in no event shall the City be liable to the Operating Agency for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Operating Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.
- D.4 Termination for Cause. If the Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency violates any terms of this Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Operating Agency shall not be relieved of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.
- D.5. Subcontracting. The Operating Agency shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice", and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Operating Agency shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Operating Agency warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the City of Kingsport as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Operating Agency in connection with any work contemplated or performed relative to this Grant Contract.

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Operating Agency is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development.

- D.7. Lobbying. The Operating Agency certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Operating Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The City:

City of Kingsport Office of Housing and Community Development  
ATTN: Planning Department  
415 Broad Street, Kingsport, Tennessee 37660  
Telephone 423-224-2877  
Email [jessicamcmurray@kingsporttn.gov](mailto:jessicamcmurray@kingsporttn.gov)

City of Kingsport Legal Office  
ATTN: City Attorney  
415 Broad Street, Kingsport, TN 37660  
Telephone: 423-229-9464  
Email: [BartRowlett@KingsportTN.gov](mailto:BartRowlett@KingsportTN.gov)

The Operating Agency:

**Agency: Kingsport Housing and Redevelopment Authority**  
Attn: Michael Price  
Address: 906 E Sevier Avenue, Kingsport, TN 37660  
Telephone: (423) 245-0135  
Email: [michaelp@kingsporthousing.org](mailto:michaelp@kingsporthousing.org)

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Grant Contract upon written notice to the Operating Agency. The City's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the City. Upon receipt of the written notice, the Operating Agency shall cease all work associated with the Grant Contract. Should such an event occur, the Operating Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Operating Agency shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Operating Agency agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the



performance of this Grant Contract or in the employment practices of the Operating Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Operating Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The City and the Operating Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.

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

D.12. Public Accountability. If the Operating Agency is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Operating Agency on behalf of the City, the Operating Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Operating Agency shall also display in a prominent place, located near the passageway through which public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") inches in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the City. The City shall obtain copies of the sign from HUD, and upon request from the Operating Agency, provide Operating Agency with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Operating Agency in relation to

this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Operating Agency in relation to this Grant Contract shall be approved by the City.

- D.14. Licensure. The Operating Agency and its employees and all sub-Operating Agencies shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Operating Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

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

The Operating Agency shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Operating Agency shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

- D.16. Monitoring. The Operating Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

- D.17. Progress Reports. The Operating Agency shall submit brief, periodic, progress reports to the City as requested.

- D.18. Reports. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency shall submit one (1) program report per quarter and within one (1) month of the conclusion of the Term, a CDBG annual report to the City.

- D.19. Audit Reports. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred

fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Operating Agency may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Operating Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Operating Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint ventures, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Operating Agency, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Operating Agency's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. City Liability. The City shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Operating Agency's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Operating Agency will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Operating Agency's performance longer than forty-eight (48) hours, the City may, upon notice to Operating Agency: (a) cease payment of the fees until Operating Agency resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Operating Agency will not increase its charges under this Grant Contract or charge the City any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Operating Agency shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. City Interest in Equipment or Motor Vehicles. The Operating Agency shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in

favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this program's prior year Grant contracts between the City, and the Operating Agency.

The Operating Agency grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Operating Agency under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Operating Agency hereby grants the City a security interest in said equipment or motor vehicles. The Operating Agency agrees that the City may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Operating Agency agrees to execute and deliver to the City, upon the City's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as the City may require to perfect a security interest with respect to said equipment or motor vehicles. The Operating Agency shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the City may reasonably require. Without the prior written consent of the City, the Operating Agency shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Operating Agency's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract. The City shall have the remedies of a secured party under the Uniform Commercial Code and, at the City's option, may also invoke the remedies herein provided.

The Operating Agency agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Operating Agency shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Operating Agency's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Operating Agency, no longer has possession;
- i. Depreciation method, if applicable; and

- j. Monthly depreciation amount, if applicable.
  - k. The Operating Agency shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences. The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.
  - l. The Operating Agency shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Operating Agency shall notify the City, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Operating Agency shall be responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.
  - m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Operating Agency shall request written approval from the City for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.
- D.28. City, State and Federal Compliance. The Operating Agency shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Operating Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Operating Agency acknowledges and agrees that any rights or claims against the City of Kingsport or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall control.

E.2. Debarment and Suspension. The Operating Agency certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. Have not within a three (3) year period preceding this the date of this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. Have not within a three (3) year period preceding the date of this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Operating Agency shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Work Papers Subject to Review. The Operating Agency shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Children's Act for Clean Indoor Air of 1995", Tenn. Code Ann. §§ 39-17-1601 through 1606, the Operating Agency shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Operating Agency shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be a part of any subcontract related to this Grant Contract.

E.5. Hold Harmless. To the extent permitted by State law, the Operating Agency agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Operating Agency, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Operating

Agency further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

E.6. Federal Funding Accountability and Transparency Act ("FFATA"). This Grant requires the Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency's Executives.

(1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency's preceding completed fiscal year, if in the Operating Agency's preceding fiscal year it received:

- i. 80 percent or more of the Operating Agency's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315. "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Operating Agency's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting



purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings or deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites of property) for the executive exceeds \$10,000.
- b. The Operating Agency must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.
  - c. If this Grant Contract is amended to extend the Term, the Operating Agency must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Operating Agency will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Operating Agency's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be obligated to pay any outstanding invoice received from the Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.

E.7. Training. The Operating Agency agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.

E.8. CDBG Program Requirements. Under this Grant Contract, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Operating Agency agrees and certifies to comply with all applicable HUD requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:

- a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.
- b. The Operating Agency will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:
  - 1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;

2. 24 CFR 570 Subpart A, General Provisions;
  3. 24 CFR 570 Subpart C, Eligible Activities;
  4. 24 CFR 570 Subpart J, Grant Administration;
  5. 24 CFR 570 Subpart K, Other Program Requirements;
  6. 24 CFR 570 Subpart O, Performance Reviews;
  7. Title VI and Executive Order 13166 Affirmative Outreach
- c. If the Operating Agency is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.
  - d. The Operating Agency will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.
  - e. The Operating Agency will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
  - f. The Operating Agency will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.
  - g. The Operating Agency will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.
  - h. The Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.
  - i. The Operating Agency will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.
- E.9. Drug Free Workplace. The Operating Agency will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the action that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Operating Agency's policy of maintaining a drug-free workplace;

3. Any drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);
  - d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).
- E.10. Corrective Action. If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set out their signatures.

**CITY OF KINGSPORT**

\_\_\_\_\_  
Paul W. Montgomery, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**Agency: Kingsport Housing and Redevelopment Authority**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bart Rowlett, City Attorney

\_\_\_\_\_  
Date

## ATTACHMENT A

### 2026 CDBG PROGRAM DESCRIPTION OF OPERATING AGENCY ACTIVITIES

**OPERATING AGENCY:** Kingsport Housing and Redevelopment Authority

**I. The activities for the 2026 CDBG Project shall consist of the following:**

**A. Purpose of Project.**

The City of Kingsport will remain the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement grantee. The City will retain ultimate responsibility for the administration, compliance, oversight, and monitoring of the CDBG program. The Kingsport Housing and Redevelopment Authority (KHRA) will operate as a subrecipient of the City and will be responsible for the day-to-day administration and implementation of designated CDBG activities.

The purpose of this agreement is to establish a clear division of responsibilities between the City of Kingsport and KHRA while utilizing KHRA's capacity and experience to administer CDBG-funded activities efficiently and effectively. KHRA will serve as the primary program administrator for designated activities, including Home Repair and Community Services, while the City will maintain overall grantee-level responsibility and oversight required by HUD.

The City's CDBG program will continue to serve eligible low- and moderate-income residents and neighborhoods and will support activities that meet applicable CDBG national objectives and eligibility requirements. KHRA will administer approved activities in accordance with the City's Consolidated Plan, Annual Action Plan, applicable HUD regulations, federal requirements, and the written subrecipient agreement executed between the City and KHRA.

**B. Method of Operation.**

The City of Kingsport will remain the CDBG grantee and the Local Administrator of the City's CDBG program. The City will retain responsibility for all CDBG funds and will issue all CDBG payments directly.

KHRA will administer the day-to-day operations of the CDBG program and designated CDBG-funded activities, subject to the City's oversight and monitoring. The City and KHRA will maintain a clear division of responsibilities to ensure that program activities are effectively administered while the City retains the level of oversight and accountability required of a CDBG grantee.

**City of Kingsport Responsibilities**

The City will retain responsibility for overall CDBG program administration, financial management, compliance, and oversight, including:

- Retaining official grantee status and ultimate responsibility for the CDBG program.
- Maintaining responsibility for all CDBG funds and issuing CDBG payments directly.
- Processing CDBG drawdowns through HUD's Integrated Disbursement and Information System (IDIS).
- Establishing and managing KHRA's designated subrecipient activities in IDIS.
- Reviewing and processing reimbursement requests submitted by KHRA.

- Appointing members to the Community Development Advisory Committee (CDAC).
- Providing oversight and monitoring of KHRA and its administration of CDBG activities.
- Ensuring that CDBG activities comply with applicable federal requirements, approved national objectives, eligible activity requirements, and the City's Consolidated Plan and Annual Action Plan.
- Participating in required CDAC meetings and public hearings.
- Maintaining ultimate responsibility to HUD for the City's CDBG program and addressing any compliance findings or deficiencies.

### **Code Enforcement**

CDBG funding for Code Enforcement activities will support efforts to address and eliminate conditions of slum and blight within the community. The City of Kingsport will administer and oversee Code Enforcement activities and will coordinate with appropriate City departments and other partners as necessary to carry out approved CDBG-funded activities.

The City will maintain documentation demonstrating that funded activities meet applicable CDBG eligibility requirements and national objectives and will be responsible for all related reimbursement, IDIS reporting, monitoring, and HUD compliance requirements.

### **Section 108 Loan – HOPE VI Project**

The City of Kingsport will administer the Section 108 Loan activity supporting the 2008 HOPE VI Riverview/Sherwood/Hiwassee Improvement Project. The City will be responsible for the administration and management of the Section 108 Loan, including the annual CDBG set-aside required to support loan repayment.

### **KHRA Responsibilities**

As the City's CDBG subrecipient, KHRA will be responsible for the day-to-day administration of the CDBG program and designated CDBG activities. KHRA's responsibilities will include:

- Meeting with homeowners and applicants to determine eligibility for the CDBG Home Repair Program.
- Administering housing repair and rehabilitation activities from application and eligibility determination through project completion.
- Coordinating contractors, collecting invoices, inspection documentation, and other supporting records, and submitting payment documentation to the City.
- Administering designated subrecipients and CDBG activities from start to finish and providing the City with the documentation necessary to support and process CDBG payments.
- Managing and coordinating monthly CDAC meetings, including meeting preparation, agendas, supporting materials, and follow-up.
- Conducting required public meetings and public hearings associated with the Annual Action Plan and Consolidated Plan.
- Assisting with the preparation of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).
- Preparing reports and supporting documentation required for the Consolidated Plan, Annual Action Plan, CAPER, and other HUD reporting requirements.
- Entering and maintaining CDBG-related information in IDIS as assigned by the City.

- Establishing, coordinating, and managing designated Home Repair, Community Service, Section 108, and Code Enforcement activities.
- Monitoring designated CDBG subrecipients and activities for compliance with applicable federal requirements.
- Maintaining complete project and program files and providing documentation to the City for financial, programmatic, and compliance monitoring.
- Preparing and submitting requests for reimbursement to the City with all supporting documentation necessary for review and payment.
- Providing the City with timely information and documentation necessary to support CDBG drawdowns, reporting, monitoring, and HUD compliance.

### **Housing Rehabilitation – Kingsport Alliance for Housing Revitalization**

The Kingsport Alliance for Housing Revitalization program will be administered by KHRA and will remain a priority within the City's CDBG program. Home repair and rehabilitation are important community needs due to the number of homes requiring improvements to ensure that housing remains decent, safe, and sanitary. A 10% administrative fee will be allocated to KHRA as part of the KAHHR program budget to support program administration and oversight.

CDBG funding will be used to assist eligible homeowners with necessary repairs and rehabilitation in accordance with applicable CDBG eligibility requirements and national objectives. KHRA will meet with homeowners to determine eligibility, coordinate necessary repairs and contractors, collect required documentation, oversee project completion, and submit eligible costs and supporting documentation to the City for reimbursement.

The continued need for housing rehabilitation is compounded by the cost of building materials, which remains a significant barrier to completing necessary home repairs. Increased demand for housing-related services and limited public resources further emphasize the need for an effective and well-managed housing rehabilitation program.

### **Public Services**

CDBG public service funds will support a variety of community enrichment and supportive service activities that benefit eligible low- and moderate-income individuals and families. KHRA will administer designated public service activities and will monitor subrecipients to ensure that activities are carried out in accordance with approved scopes of work, budgets, national objectives, and applicable federal requirements.

KHRA will work with public service subrecipients from project initiation through completion, including reviewing required documentation, monitoring performance, collecting invoices and supporting records, and submitting reimbursement requests to the City.

**ATTACHMENT B**  
**2026 CDBG Program**  
**IMPLEMENTATION PLAN FOR CDBG PROJECTS**

**OPERATING AGENCY: Kingsport Housing and Redevelopment Authority**

**I. The time table for completing the activities for the project shall be:**

- |    |                                                  |                   |
|----|--------------------------------------------------|-------------------|
| 1. | Determination of status for Environmental Review | September 1, 2026 |
| 2. | Release of Funds                                 | September 1, 2026 |
| 3. | Begin providing services                         | September 1, 2026 |
| 4. | Contract complete                                | June 30, 2027     |



**ATTACHMENT C**  
**2026 CDBG PROGRAM**  
**PROJECT BUDGET**

**OPERATING AGENCY:** Kingsport Housing and Redevelopment Authority

**CDBG funds will be used as follows:**

**Section 4: Detailed Budget**

*Complete the attached detailed budget forms.*

| <b>Project Line Item*</b> | <b>Estimated Cost</b> |
|---------------------------|-----------------------|
| Administration - General  | \$61,069.71           |
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |
| <b>TOTAL</b>              | <b>\$61,069.71</b>    |

\*Show the costs that will make up the total cost of the Project, not just the cost that will be reimbursed from CDBG funds. (Examples of Budget Items include staff time, costs of supplies, and administrative time.)

| <b>Sources of Funds**</b> | <b>Amount of Funds</b> |
|---------------------------|------------------------|
| CDBG                      | \$61,069.71            |
| Other grants              | \$                     |
| Other donations           | \$                     |
| Volunteer Hours           | \$                     |
|                           |                        |
| Private Donations         | \$                     |
|                           |                        |
| <b>TOTAL</b>              | <b>\$61,069.71</b>     |

\*\*Include all funding sources that will be used to pay costs of the Project. Examples include CDBG funds, other federal, state and local assistance or grants, private donations, in-kind donations, program income, etc.

**TOTAL FOR GRANT**

**\$61,069.71**

## ATTACHMENT D

### Federal Award Identification Worksheet

|                                                                                                                |                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating Agency's name (must match registered name in DUNS)                                                   | <b>Kingsport Housing and Redevelopment Authority</b>                                                                                                                |
| Operating Agency's UEI                                                                                         | <b>TB7HXYMMV9F8</b>                                                                                                                                                 |
| Federal Award Identification Number (FAIN)                                                                     | B-26-MC-47-0004                                                                                                                                                     |
| Federal award date                                                                                             | July 1, 2026                                                                                                                                                        |
| CFDA number and name                                                                                           | 14.218 Community Development Grant Program                                                                                                                          |
| Grant contract's begin date                                                                                    | September 1, 2026                                                                                                                                                   |
| Grant contract's end ate                                                                                       | June 30, 2027                                                                                                                                                       |
| Amount of federal funds obligated by this grant contract                                                       | <b>\$61,069.71</b>                                                                                                                                                  |
| Total amount of federal funds obligated to the Operating Agency                                                | <b>\$61,069.71</b>                                                                                                                                                  |
| Total amount of the federal award to the City of Kingsport                                                     | \$469,767.00                                                                                                                                                        |
| Name of federal awarding agency                                                                                | U.S. Department of Housing and Urban Development                                                                                                                    |
| Name and contact information for the federal awarding official                                                 | Secretary Scotty Turner<br>U.S. Department of Housing and Urban Development<br>Knoxville Field Office<br>710 Locust Street, Third Floor<br>Knoxville, TN 37902-2526 |
| Is the federal award for research and development?                                                             | No                                                                                                                                                                  |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate) | To be determined by cost allocation plan approved by Operating Agency's cognizant agency                                                                            |

## ATTACHMENT E

### Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). ***The Operating Agency should submit only one, completed "Notice of Audit Report" document to the City during the Operating Agency's fiscal year.***

☐ \_\_\_\_\_ is subject to an audit for fiscal year 2026.

☐ \_\_\_\_\_ is not subject to an audit for fiscal year 2026.

Any Operating Agency that is subject to an audit must complete the information below.

Operating Agency's Edison Vendor ID Number: \_\_\_\_\_

| Type of funds expended                                         | Estimated amount of funds expended by end of Operating Agency's fiscal year |
|----------------------------------------------------------------|-----------------------------------------------------------------------------|
| Federal pass-through funds                                     |                                                                             |
| a. Funds passed through the City of Kingsport                  | a. \$                                                                       |
| b. Funds passed through any other entity                       | b. \$                                                                       |
| Funds received directly from the federal government            | \$                                                                          |
| Non-federal funds received directly from the City of Kingsport | \$                                                                          |

Auditor's Name: \_\_\_\_\_

Auditor's address: \_\_\_\_\_

Auditor's phone number: \_\_\_\_\_

Auditor's email: \_\_\_\_\_

## ATTACHMENT F

### Parent Child Information

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). ***The Operating Agency should submit only one, completed "Parent Child Information" document to the City during the Operating Agency's fiscal year if the Operating Agency indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Operating Agency's Edison Vendor ID number: \_\_\_\_\_

Is \_\_\_\_\_ a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is \_\_\_\_\_ a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



## AGENDA ACTION FORM

### **Consideration of Resolution Authorizing the Submission of a Rural Health Access Modernization Program (RAMP) Grant for the Kingsport Dental Clinic**

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

Action Form No.: AF-283-2026  
Work Session: September 14, 2026  
First Reading: N/A

Final Adoption: September 15, 2026  
Staff Work By: C. McCartt  
Presentation By: C. McCartt

---

#### **Strategic Focus Area: 7. World-Class Education**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The City of Kingsport, in partnership with the University of Tennessee Health Science Center (UTHSC), requests approval to submit a grant application seeking \$10 million in Rural Health Access Modernization Program (RAMP) funding for phase 3 of the Kingsport Dental Clinic.

RAMP is a Tennessee Department of Health initiative administered by the State Office of Rural Health and funded through TennCare Shared Savings. Through a competitive grant process, RAMP supports strategic investments that strengthen healthcare infrastructure, expand access to care, and improve healthcare delivery in rural Tennessee.

The Tennessee General Assembly approved \$104.4 million in TennCare Shared Savings in the FY27 budget to complement the federal Rural Health Transformation Program (RHTP).

The grant has no matching requirements for the amount requested. Should funding be received, it will support the construction of phase 3 of the Kingsport Dental Clinic (see supplemental information).

#### **Attachments:**

1. Resolution
2. Supplemental Information

|            | Y | N | O |
|------------|---|---|---|
| Baker      | — | — | — |
| Byers      | — | — | — |
| Clifton    | — | — | — |
| Duncan     | — | — | — |
| Isaacs     | — | — | — |
| Phillips   | — | — | — |
| Montgomery | — | — | — |

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND  
RECEIVE A RURAL HEALTH ACCESS MODERNIZATION  
PROGRAM GRANT FOR THE KINGSPORT DENTAL CLINIC

WHEREAS, the city, in partnership with the University of Tennessee Health Science Center (UTHSC), would like to apply for a in Rural Health Access Modernization Program (RAMP) funding for phase 3 of the Kingsport Dental Clinic; and

WHEREAS, RAMP is a Tennessee Department of Health initiative to support strategic investments that strengthen healthcare infrastructure, expand access to care, and improve healthcare delivery in rural Tennessee; and

WHEREAS, the city will seek grant funds in the amount of \$10,000,000.00 for which no match is required, that will help support the construction of phase 3 of the Kingsport Dental Clinic.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Rural Health Access Modernization Program grant to support the construction of phase 3 of the Kingsport Dental Clinic in the amount of \$10,000,000.00.

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

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

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

ADOPTED this the 15th day of September, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Kingsport Dental Clinic of the Appalachian Highlands

Rural Health Access Modernization Program (RAMP)

Multi-institutional collaboration

Accomplishments

Phase 2 Conceptual Drawings

Phase 3 Master Plan Drawings

# Multi-institutional Collaboration Supporting Public Health in Kingsport, TN

**Ken Tilashalski DMD, Risa Handman EdD, James Ragain DDS PhD, Allen Stanton DMin, Tabitha Fair PhD\***

**The University of Tennessee Health Science Center (UTHSC) College of Dentistry and \*East Tennessee State University Dental Hygiene Program**

## Introduction

Tennessee faces significant gaps in access to oral health care, particularly in rural and at-risk communities.

To help address these disparities, the State of Tennessee, in partnership with the Tennessee Department of Health, launched the Healthy Smiles Initiative.

A key component is the Kingsport Dental Clinic of the Appalachian Highlands, operated by UTHSC and developed through a public-private-philanthropic collaboration, including the City of Kingsport.

## Objectives

- **Expand** Tennessee's dental workforce pipeline
- **Improve access** for at-risk and underserved populations
- **Recruit/retain** providers in rural communities
- **Deliver affordable care** through the Kingsport clinic
- **Integrate public health + collaboration** into patient care

## Methods

The clinic uses team-based and intraprofessional care.

Learner teams include:

- **UTHSC predoctoral dental students**
- **ETSU dental hygiene students**
- **Northeast State CC dental assisting students** (*new partner*)
- **AEGD-approved training site** (*starting July 2026*)

Training emphasizes oral health equity, public health, and collaboration

Partnerships help reduce systemic barriers to care



Item X15.

## Results

- Expanded **high-quality, affordable** dental care for vulnerable rural patients
- Strengthened **intraprofessional clinical training** and collaboration
- Increased **advanced training capacity** through **AEGD** experiences
- Building a stronger **rural workforce pipeline** through rural training exposure



**EAST TENNESSEE STATE  
UNIVERSITY**



**NORTHEAST STATE**

*We're here to get you there*

## Conclusion

A coordinated state-supported, multi-sector partnership can expand rural access to dental care while preparing a workforce equipped to advance equity, collaboration, and community-based care.

## Acknowledgments

- Ballad Health
- BC/BS of Tennessee
- City of Kingsport
- Delta Dental of Tennessee
- East Tennessee State University
- Eastman Foundation
- Kingsport Chamber
- Northeast State Community College
- State of Tennessee
- Tennessee Department of Health
- UT Health Science Center

## References

Healthy Smiles Initiative

<https://www.tn.gov/content/dam/tn/health/oral-health/Healthy-Smiles-Initiative.pdf>

Tennessee State Oral Health Plan

<https://www.tn.gov/content/dam/tn/health/documents/2022%20State%20Oral%20Health%20Plan.pdf>



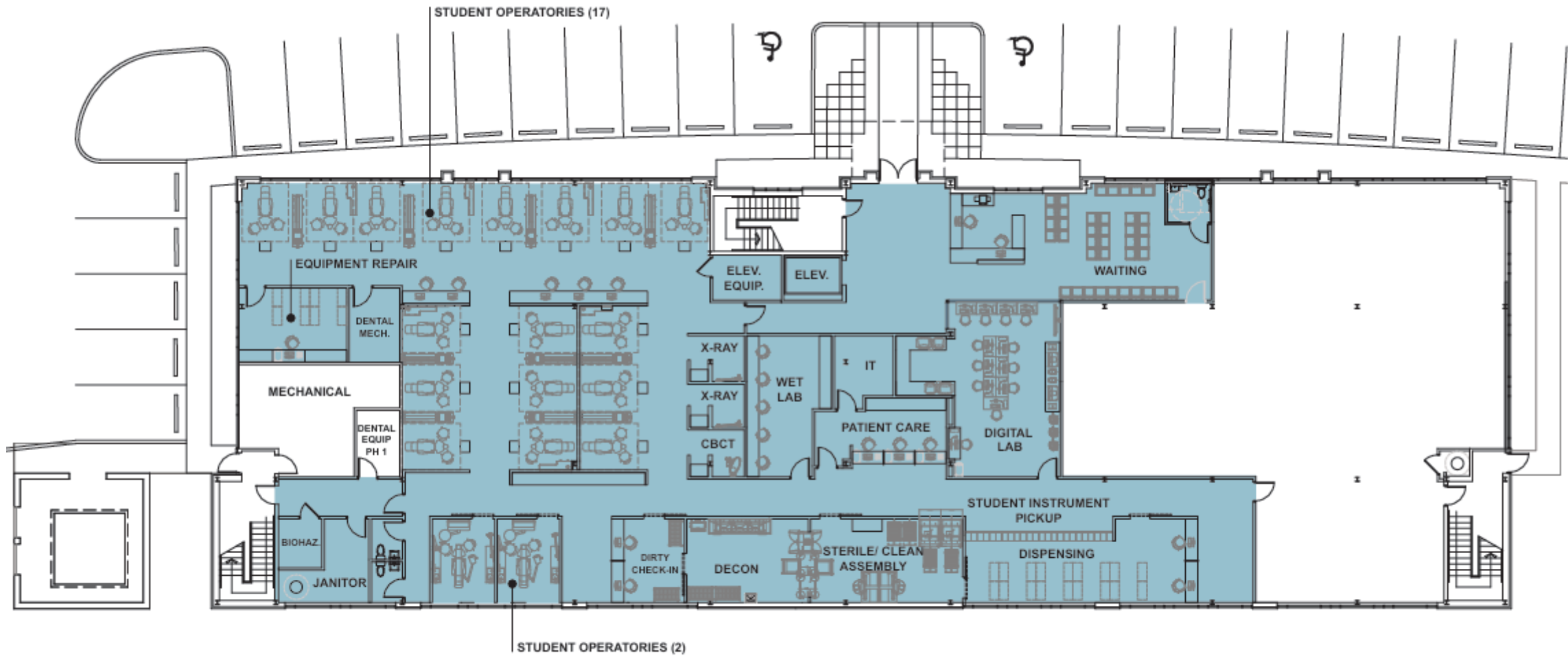
# Accomplishments

- Phase 1 opened in the fall of 2024
  - Funded through a public private partnership
- Over 2000 appointments and ~4,000 procedures
  - High number of pediatric patients
- Advanced Education in General Dentistry (AEGD) began in July 2026
  - In partnership with Ballad Health
- New partnerships
  - East Tennessee State University Dental Hygiene students
  - Northeast State Community College Dental Assisting students
  - Dobyys-Bennett High School Career and Technical Education students (Healthcare)



# Kingsport Dental Clinic - Project Status

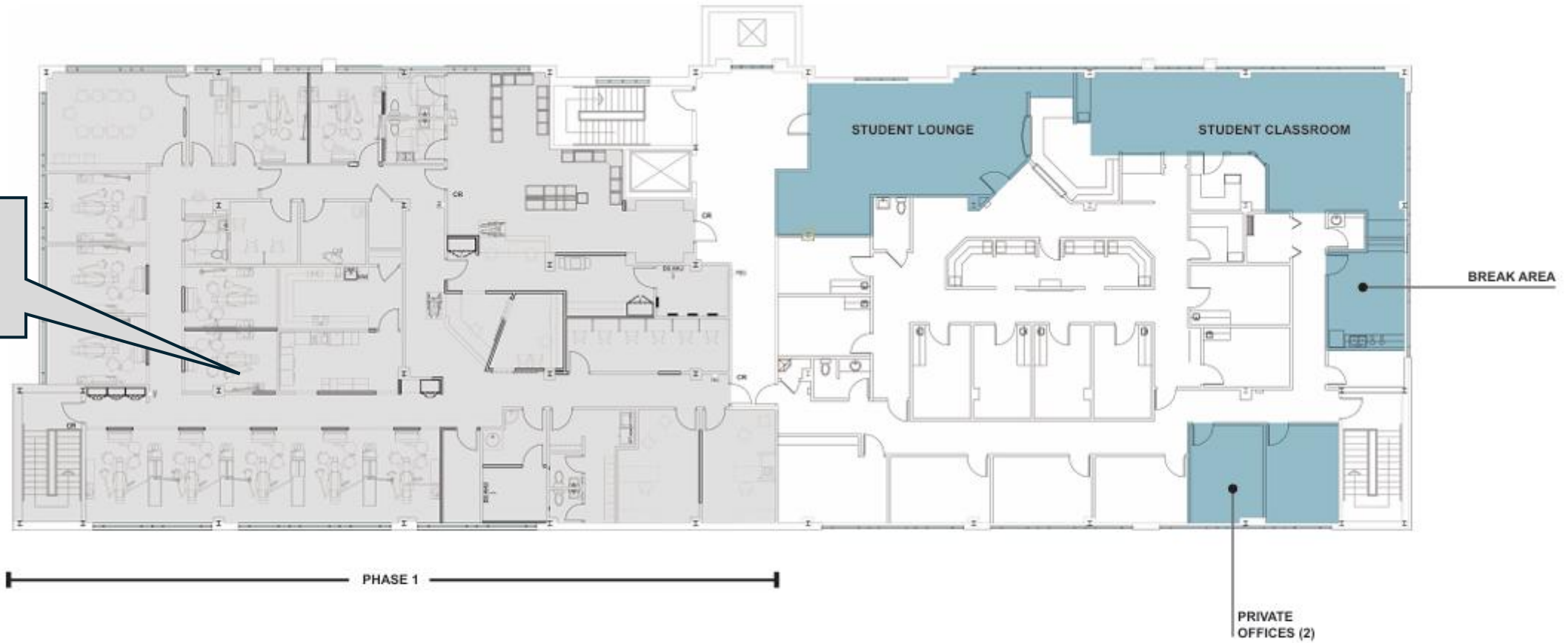
- Phase 1 – Opened in the fall of 2024
  - 12 operatories
- Phase 2 – Conceptual design has been completed with a goal of moving to a construction phase in Q1 2027
  - Adds 17 additional operatories, sterilization, and administration/student space
  - Total project cost for phase 2 is \$6.5M
  - Funding is available through State appropriations, UTHSC, City of Kingsport, and private donations.
- Phase 3 – Master plan for the buildout of the remaining space
  - Adds additional operatories, expanded lobby/waiting room, classroom space, and administration/student space
  - Estimated total cost \$6.5M



## LEVEL 1 PLAN

Item X15.

Area shaded in blue is included in phase 2 – total project cost of \$6.5M



## LEVEL 2 PLAN

Area shaded in blue is also part of phase 2 and includes administration and student space

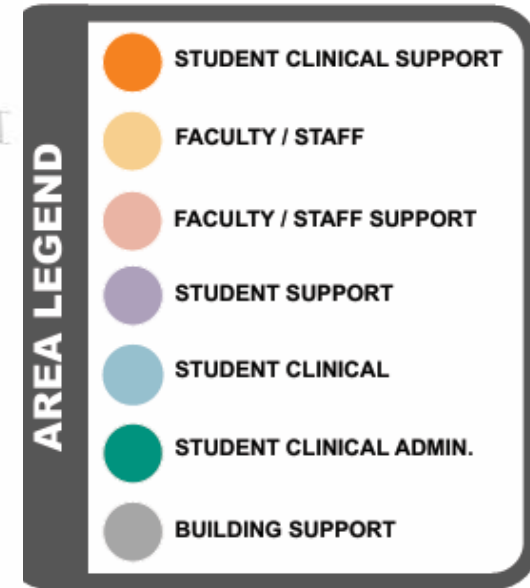
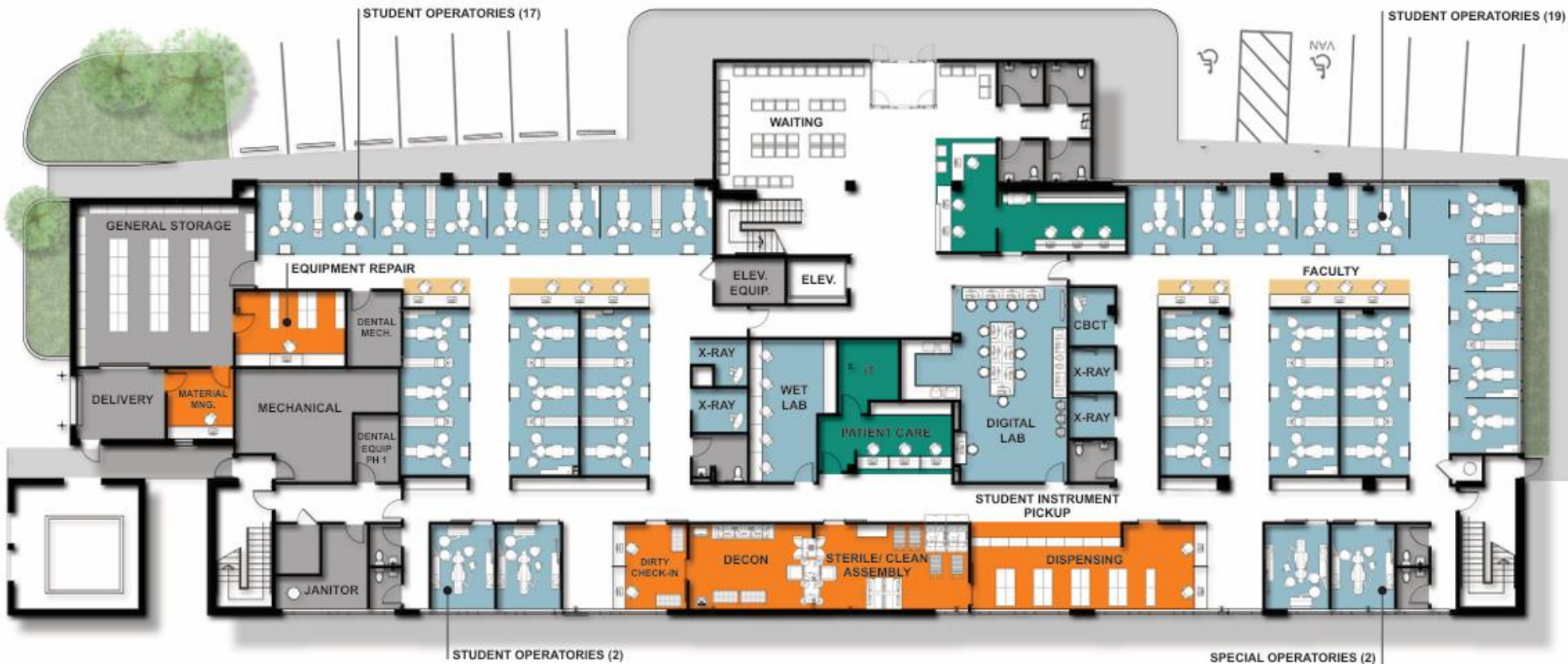
Item X15.





Phase 3 – Exterior renovation provides new entry way, lo Item X15. and second floor student lounge.

# KINGSPORT DENTAL MASTER PLAN



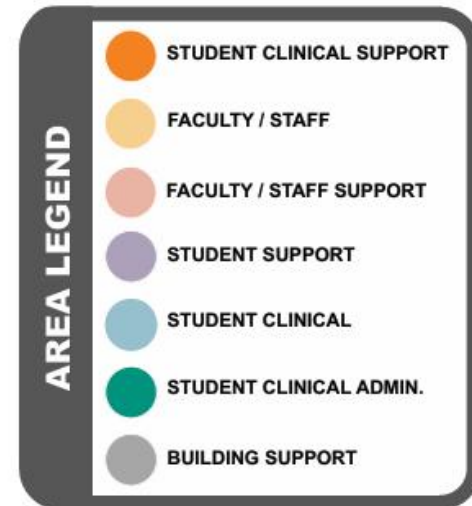
**LEVEL 1 PLAN**

Item XI5.





## KINGSPORT DENTAL MASTER PLAN



### LEVEL 2 PLAN

Phase 3 – Administration and student spaces along with Item X15. purpose/classroom space

# Thank you!

Chris McCartt, City Manager

(423) 229-9412

[chrismccartt@kingsporttn.gov](mailto:chrismccartt@kingsporttn.gov)