



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, September 17, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Colette George

Alderman-elect Morris Baker

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman James Phillips

Leadership Team

Chris McCartt, City Manager

Michael Borders, Assistant City Manager

Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer

John Morris, Budget Director

Ryan McReynolds, Deputy City Manager

Jessica Harmon, Assistant City Manager

Tyra Copas, Human Resources Director

Dale Phipps, Police Chief

Adrienne Batara, Public Relations Director

Scott Boyd, Fire Chief

Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. SWEARING IN OF ELECTED BOARD MEMBER

1. Morris Baker as Alderman - The Honorable Robert Montgomery

III. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

IV. INVOCATION

V. ROLL CALL

VI. SELECTION OF VICE MAYOR

VII. RECOGNITIONS AND PRESENTATIONS

1. Proclamation: Honor Flight (Mayor Montgomery)
2. Keep Kingsport Beautiful Beautification Awards (Sharon Hayes)
3. Kingsport Police Dept. - TN Highway Safety Office Awards (Alderman Baker)

VIII. COMMENT

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

IX. APPOINTMENTS

1. Consideration of Appointment to the Board of Mayor and Aldermen (AF-265-2024) (Mayor Montgomery)
2. Consideration of Appointments to the Regional Planning Commission (AF-254-2024) (Ken Weems)

X. APPROVAL OF MINUTES

1. August 19, 2024 - Work Session
2. August 20, 2024 - Business Meeting
3. September 3, 2024 - Business Meeting

XI. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS

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

1. Consideration of a Budget Ordinance for Various Funds FY25 (AF-244-2024) (Chris McCartt)

- [2.](#) Consideration of an Ordinance to Establish Funding for New Customer Information System from 12 Year Capital Outlay Note (AF-264-2024) (Lisa Winkle)
- [3.](#) Consideration of a Resolution and Budget Ordinance to Enter Into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 24-25 (AF-231-2024) (Candace Sherer)
- [4.](#) Consideration of an Ordinance to Amend Kingsport Code of Ordinances Chapter 34, Article IV Relative to Alarm Systems and Section 2-264 Relative to Special Code Enforcement Officer's Authority (AF-253-2024) (Chris McCartt)

XII. BUSINESS MATTERS REQUIRING FINAL ADOPTION

XIII. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to TS Designs (Todd Stevens), Related to the St. Andrews Garth Phase 2 Development (AF-154-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Orth Construction, Related to the Hunts Crossing Phase 2 Development (AF-168-2024) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Brickyard TN, LLC Related to the Brickyard Village Phase 1 Development (AF-247-2024) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution Authorizing the Execution of the MOU with Niswonger Foundation for Project On-Track High-Dosage/Low-Ratio Tutoring Program for Kingsport City Schools (AF-237-2024) (David Frye)
- [5.](#) Consideration of a Resolution to Amend Existing NASPO Contract AR2488 with Purchase of Ecolane Mobility Customer Smartphone App for Kingsport Area Transit Service (KATS) (AF-246-2024) (Timothy Land)
- [6.](#) Consideration of a Resolution Authorizing the City Manager to Purchase Nine (9) 72-Passenger Blue Bird School Buses from Central States Bus Sales, Inc., Utilizing the Sourcewell Contract (AF-250-2024) (Ryan McReynolds)

- [7.](#) Consideration of a Resolution to Enter into a Lease Agreement for 64 Golf Carts with Yamaha (AF-251-2024) (Michael T. Borders)
- [8.](#) Consideration of a Resolution to Accept Donations from the Bays Mountain Park Association and Casey Construction (AF-266-2024) (Michael T. Borders)
- [9.](#) Consideration of a Resolution to Award a Bid to Inland Construction Inc. for the Fox Den Playground (AF-256-2024) (Michael T. Borders)
- [10.](#) Consideration of a Resolution to Accept a Property Donation on Cleek Road for Greenbelt Parking Lot and Naming of Future Parking Lot "Wallace & Billie Alley Memorial Parking Lot"(AF-249-2024) (Michael T. Borders)
- [11.](#) Consideration of a Resolution Amending Resolution #2025-040 (AF-262-2024) (Michael T. Borders)

XIV. CONSENT AGENDA

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

- [1.](#) Consideration of a Resolution to Approve the FY24 Stormwater Annual Report for TDEC (AF-259-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for Approx. \$25,181 from the Department of Justice FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF-260-2024) (Chief D. Phipps)
- [3.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Signatory Authority Form Allowing the Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2024 (AF-261-2024) (Chief D. Phipps)
- [4.](#) Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone (AF-238-2024) (Ken Weems)
- [5.](#) Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone (AF-258-2024) (Ken Weems)

- [6.](#) Consideration of a Resolution to Amend Resolution No. 2023-280 Transfer of Real Property to the Industrial Development Board (AF-263-2024) (Jessica Harmon)
- [7.](#) Consideration of a Resolution Clarifying the Match Requirement for the Connected Communities Facility Grant (AF-257-2024) (Michael T. Borders)
- [8.](#) Consideration of a Resolution Authorizing the Kingsport Mayor to Execute and File Applications and Necessary Documents for Federal Assistance on Behalf of the City of Kingsport (AF-248-2024) (Candace Sherer)

XV. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XVI. ADJOURN



AGENDA ACTION FORM

Consideration of Appointment to the Board of Mayor and Aldermen

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

Action Form No.: AF-265-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Chris McCartt
Presentation By: Mayor Montgomery

Recommendation:

Appoint an individual to the vacant alderman position.

Executive Summary:

When Mayor Montgomery was sworn in as mayor on September 3, 2024, a vacancy was created in the office of alderman. The mayor declared the vacancy on September 3, 2024, in accordance with the requirements of Article III, sections 2 and 10 of the Charter of the City of Kingsport. Additionally, Article III Section 10 requires the position be filled by the board members within thirty (30) days of the declaration of the vacancy by an affirmative vote of a majority of the remaining members of the board. There are six remaining board members, so the required majority would be four votes. The vote appointing an individual must be a roll call vote. The term of the appointment will be from the date the appointee is sworn into office until the first regular meeting in September, 2026.

The appointee must be eligible to hold office. This means the individual must be 1) a legal resident of the city; 2) 18 years of age or older, 3) residing in the city for at least one year preceding the selection or has been annexed in the year prior to the selection; 4) and is not an employee of the city, including the city school system. The appointment can be made by a motion, a second and a roll call vote.

Attachments:

None

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



AGENDA ACTION FORM

Consideration of Appointments to the Regional Planning Commission

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

Action Form No.: AF-254-2024
 Work Session: September 17, 2024
 First Reading: N/A
 Final Adoption: September 17, 2024
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:
 Approve appointments.

Executive Summary:
 It is recommended to make the following appointments to the Regional Planning Commission:

- Reappoint Chip Millican to his first full term
- Appoint Candice Hilton replacing John Moody

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of nine members: one Board of Mayor and Aldermen representative, one regional area representative, and seven at-large members. Terms are four years with no term limit.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
James Phillips	Term of Ofc.	N/A	BMA Rep.
Anne Greenfield	6/30/27	1	At-large
John Moody	6/30/24	3	At-large
Chip Millican	6/30/24	Fulfilling unexpired term	At-large
Jason Snapp	6/30/27	1	Regional Rep.
Travis Patterson	6/30/25	1	At-large
Sam Booher	6/30/25	2	At-large
Sharon Duncan	6/30/25	2	At-large
Tim Lorimer	6/30/25	Fulfilling unexpired term	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
James Phillips	Term of Ofc.	N/A	BMA Rep.
Anne Greenfield	6/30/27	1	At-large
Candice Hilton	6/30/28	1	At-large
Chip Millican	6/30/28	1	At-large
Jason Snapp	6/30/27	1	Regional Rep.
Travis Patterson	6/30/25	1	At-large
Sam Booher	6/30/25	2	At-large
Sharon Duncan	6/30/25	2	At-large
Tim Lorimer	6/30/25	Fulfilling unexpired term	At-large

Attachments:
 1. Candice Hilton Bio

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

Item IX2.

Candice Hilton

Hilton Horizons Academy, LLC

I am a proud native of Kingsport, born and raised in our vibrant community. I hold a Bachelor of Arts in Interdisciplinary Studies, Elementary K-6, with a 4-8 endorsement from Tusculum University. My professional journey began as a dedicated teacher in 2017, a role that fueled my passion for education and community commitment.

This passion sparked my entrepreneurialism and led me to establish Hilton Horizons Academy. The Academy provides innovative and interactive educational support for homeschoolers. I am also an active member of the Kingsport Chamber of Commerce.

Outside of my professional endeavors, my husband Jesse and I have three children, aged 6, 15, and 17. We enjoy camping, adventure, and movie nights together. My personal and professional experiences have equipped me with a unique understanding of our community.

I am very excited for the opportunity to serve our city.



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 19, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman

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

1. **Legislative Update** - Ryan McReynolds

The Deputy City Manager gave a presentation on this item, discussing the process the city follows and the efforts being made. He highlighted the current issues and the bills that were passed in the last session. Mr. McReynolds also listed the successes from 2024, including the dental school appropriation, programmatic grants and the communication with our local representatives. There was some discussion throughout the presentation.

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

City staff gave a summary for each item on the August 20, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

XI.4 Consideration of a Resolution to Award the Bid to Construction Partners, LLC for the Water and Sewer Warehouse Renovations (AF-240-2024) Mr. McReynolds presented this item and answered questions from the board. He provided details on the history of this project and how it's moving forward.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 19, 2024 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XI.7 Consideration of a Resolution to Approve a Sublease Between the Kingsport Economic Development Board and the City of Kingsport for Space at the Fort Henry Mall (AF-245-2024) Assistant City Manager Michael Borders gave information on this item and the specifics of this agreement.

XI.12 Consideration of a Resolution to Award the Construction Contract to Preston Construction Co. for the Justice Center New Expansion and Renovation Project (AF-235-2024) Deputy City Manager McReynolds gave an updated presentation on this project and described the improvements that will be made to the building. He discussed the total budget and the timeframe for the construction.

Michael Borders talked about the recent 2.9 million dollar LPRF Grant the city successfully received. He provided details on the match and what the monies will be used for at Bays Mountain, noting it will touch five different projects.

Mayor Shull noted this was his last work session and thanked the city staff for being professional, courteous and competent when he has had to call on them. He said he appreciated being made to feel like part of the team.

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 5:23 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 20, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney

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

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

II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Danny Karst.

III. **INVOCATION** led by Alderman Duncan.

IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.

V. **RECOGNITIONS AND PRESENTATIONS**

1. **Honoring Jeff Fleming** (Chris McCartt)
2. **Keep Kingsport Beautiful Beautification Awards** (Sharon Hayes)

VI. **COMMENT**

Mayor Shull invited citizens in attendance to speak. The following individuals came forward to comment and the mayor closed the public comment section.

Alderman Olterman thanked the citizens and the other board members who let him serve the last nine years stating it has been an honor and a privilege. He also thanked his family and friends for their support over the last few months. Mr. Olterman provided a summary of his service history for the City of Kingsport as well as Sullivan County.

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Liz, Kendricks Creek, commented on the homeless.

Tim Sanders thanked Mayor Shull for his service to the citizens of Kingsport. He also thanked Alderman Olterman for their commitment and courage.

VII. APPOINTMENTS

- 1. Consideration of Appointment of City of Kingsport Municipal Judge (AF-242-2024) (Mayor Shull)**

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

APPOINT RUSSELL W. ADKINS AS THE MUNICIPAL JUDGE TO FULFILL THE UNEXPIRED TERM OF S. CURTIS ROSE EFFECTIVE AUGUST 24, 2024 AND EXPIRING DECEMBER 31, 2025

Passed: All present voting "aye."

- 2. Consideration of Appointment to the Historic Zoning Commission (AF-243-2024) (Mayor Shull)**

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

APPOINT LINDSEY NIEUWLAND TO THE HISTORIC ZONING COMMISSION TO FULFILL THE UNEXPIRED TERM OF SCOTT SCHRIEFER EFFECTIVE IMMEDIATELY AND EXPIRING JUNE 30, 2025

Passed: All present voting "aye."

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

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

Passed: All present voting "aye."

- 1. August 5, 2024 - Work Session**
- 2. August 6, 2024 - Business Meeting**

IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS None.

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of an Ordinance to Amend the Stormwater Management Ordinance to Meet the 2024 Small Municipal Separate Storm Sewer System (MS4) Permit Issued by the Tennessee Department of Environment and Conservation (TDEC) (AF-190-2024) (Ryan McReynolds)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

ORDINANCE NO. 7168 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, CHAPTER 38, ARTICLE III STORMWATER MANAGEMENT; TO PROVIDE A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Consideration of a Budget Ordinance for Various Funds FY24 (AF-227-2024) (Chris McCartt)

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

ORDINANCE NO. 7169 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Consideration of a Budget Ordinance for Various Funds FY25 (AF-229-2024) (Chris McCartt)

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

ORDINANCE NO. 7170 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

XI. OTHER BUSINESS

1. Consideration of a Resolution to Purchase One (1) CAT 420 Backhoe Loader & One (1) CAT 306 Mini Excavator from TN State Contract # 72872 (AF-230-2024) (Ryan McReynolds)

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

RESOLUTION NO. 2025-034 A RESOLUTION AUTHORIZING THE PURCHASE OF ONE 2024 CAT BACKHOE LOADER AND ONE CAT MINI EXCAVATOR FROM STOWERS MACHINERY UTILIZING TENNESSEE STATE CONTRACT NO.: 72872; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

2. Consideration of a Resolution to Donate to the Friends of the Kingsport Public Library (AF-236-2024) (Michael T. Borders)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 20, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

RESOLUTION NO. 2025-035 A RESOLUTION AUTHORIZING A DONATION IN THE AMOUNT OF \$50,000 TO THE FRIENDS OF THE KINGSPORT PUBLIC LIBRARY FOR THE PURCHASE OF MATERIALS FOR THE LIBRARY COLLECTION

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Teacher Laptops from Dell Marketing LP (AF-233-2024) (David Frye)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2025-036 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL MARKETING LP FOR 170 DELL LATITUDE 5350 TEACHER LAPTOPS AND DELL PREMIER RECHARGEABLE ACTIVE PENS FOR KINGSPORT CITY SCHOOLS

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Award the Bid to Construction Partners, LLC for the Water and Sewer Warehouse Renovations (AF-240-2024) (Ryan McReynolds)**

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

RESOLUTION NO. 2025-037 A RESOLUTION AWARDING THE BID FOR THE WATER AND SEWER WAREHOUSE RENOVATION PROJECT TO CONSTRUCTION PARTNERS, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 5. Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Ulliance to Implement an Employee Assistance Program (EAP) (AF-215-2024) (Tyra Copas)**

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

RESOLUTION NO. 2025-038 A RESOLUTION APPROVING AN AGREEMENT WITH ULLIANCE, INC. TO IMPLEMENT AN EMPLOYEE ASSISTANCE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 20, 2024 at 7:00 PM

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6. **Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply for and Accept a Section 5307 Operations and Capital Grant from the Federal Transit Administration and U.S. Department of Transportation for FY 2024-2025** (AF-232-2024) (Candace Sherer)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

RESOLUTION NO. 2025-039 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SECTION 5307 CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR TRANSIT VEHICLES FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

Passed: All present voting "aye."

7. **Consideration of a Resolution to Approve a Sublease Between the Kingsport Economic Development Board and the City of Kingsport for Space at the Fort Henry Mall** (AF-245-2024) (Michael T. Borders)

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

RESOLUTION NO. 2025-040 A RESOLUTION APPROVING A SUBLEASE AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD FOR THE CITY OF KINGSPORT, TENNESSEE FOR SPACE AT THE FORT HENRY MALL FOR THE KINGSPORT PUBLIC LIBRARY AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBLEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

8. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 Capital Grant from the Federal Transit Administration (FTA) for Transit Vehicles from the U.S. Department of Transportation** (AF-239-2024) (Candace Sherer)

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

RESOLUTION NO. 2025-041 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SECTION 5339 CAPITAL GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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9. Consideration of a Resolution to Approve the Public Declaration Letter to the Federal Aviation Association for Drone Use by City Departments (AF-241-2024) (Floyd Bailey)

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

RESOLUTION NO. 2025-042 A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A PUBLIC DECLARATION LETTER SEEKING A CERTIFICATE OF WAIVER/ AUTHORIZATION OF UNMANNED AIRCRAFT AS A PUBLIC AIRCRAFT OPERATOR FOR PURPOSES OF CERTAIN GOVERNMENT FUNCTIONS AS DEFINED IN 49 U.S.C. § 40125 AND AUTHORIZING EXECUTION OF ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

10. Consideration of a Resolution Ratifying the Mayor's Signature on the TDOT Agreement Amendment 2 for Main Street Redevelopment Project (AF-234-2024) (Ryan McReynolds)

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

RESOLUTION NO. 2025-043 A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 160028 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAIN STREET REDEVELOPMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

Passed: All present voting "aye."

11. Consideration of a Resolution Adopting the ARCH Written Standards for the Emergency Solutions Grant (ESG) as a Condition of Receiving the 2024 THDA ESG Award (AF 228-2024) (Michael Price)

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

RESOLUTION NO. 2025-044 A RESOLUTION ADOPTING WRITTEN STANDARDS FOR THE 2024 TENNESSEE HOUSING DEVELOPMENT AGENCY EMERGENCY SOLUTIONS GRANT

Passed: All present voting "aye."

12. Consideration of a Resolution to Award the Construction Contract to Preston Construction Co. for the Justice Center New Expansion and Renovation Project (AF-235-2024) (Ryan McReynolds)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 20, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

RESOLUTION NO. 2025-045 A RESOLUTION AWARDDING THE BID FOR THE JUSTICE CENTER NEW EXPANSION AND RENOVATION PROJECT TO PRESTON CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

XII. CONSENT AGENDA None.

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt thanked the Mayor and Alderman Olterman for serving the city and country in so many ways, noting they will be missed.

2. Mayor and Board Members

Alderman Montgomery stated his appreciation for serving with the board and the friendship they have made. Alderman Phillips said it has been an honor serving with Alderman Olterman over the last five years and he has set a great example. To the mayor Mr. Phillips stated he has appreciated the way he has defended the board and explained many things to citizens. He also mentioned even when they disagree it hasn't affected their friendship, and he has learned a lot. Alderman Olterman stated DB had a football game this Friday and encouraged everyone to support them. Alderman Duncan expressed appreciation to Alderman Olterman and the Mayor for their service to the community and pointed out it will be hard to be matched. He noted the mayor's leadership through the obstacles in his tenure as well as Tommy's years of dedication and attitude of being an athlete. Alderman Cooper echoed the previous comments noting it was an honor and a privilege working alongside Alderman Olterman and Mayor. She apologized in advance for missing the new board's first meeting. Vice-Mayor George commented the United Way recently put out a map listing places for food and shelters available in town. She stated she was the only person who didn't know Tommy when he first joined the board nine years ago and remarked she's really enjoyed their time together as he has brought a lot to the table and she has learned a lot. To the mayor she stated she has enjoyed serving as Vice-Mayor even though he never missed a meeting, noting he has done a wonderful job communicating to the citizens and handling the meetings during challenging times. Mayor Shull confirmed their last day is August 31 and pointed out Alderman Montgomery will do a wonderful job as mayor but he can

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 20, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

call on him anytime. He addressed each board member: Alderman Phillips has been the fastest learner as the youngest board member; Alderman Olterman shared a lot of memories of old Kingsport from being an outstanding athlete to a dedicated servant and he was honored to go out together; Alderman Duncan is always at a public event because he loves Kingsport and serving the citizens; Alderman Cooper also serves as Director of Friends in Need and it is no surprise as she is a caring, compassionate and competent person. He also stated he will never see a Christmas tree and not think of her; Vice-Mayor George and he both served on the county commission together as well as the BMA and he can always count on her to stay true and thoughtful to her beliefs with talent, initiative and common sense; City Manager McCartt has handled rising through the ranks really well and has achieved great results. He thanked him for always being there, noting citizens will continue to have a good board and staff. People first, mission always.

XIII. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:12 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, September 03, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Colette George
Alderman Darrell Duncan
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney

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

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

II. SWEARING IN OF ELECTED BOARD MEMBERS

1. Paul W. Montgomery as Mayor - The Honorable Robert Montgomery

Morris Baker as Alderman - The Honorable Robert Montgomery - postponed

Darrell Duncan as Alderman - The Honorable S. Curt Rose

James Phillips as Alderman - The Honorable S. Curt Rose

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. INVOCATION led by Reverend James Scales.

V. ROLL CALL by City Recorder/Treasurer Lisa Winkle. Absent: Alderman Morris Baker and Alderman Betsy Cooper.

ALDERMAN VACANCY

Declaration by the Mayor of a Vacancy on the Board of Mayor and Aldermen (AF-255-2024) (Mayor Montgomery). The Mayor stated pursuant to city code the board has 30 days to fill the vacancy made for his seat when he transitioned to mayor. He asked the City Manager to place the selection of this vacancy on the next agenda to allow BMA members time to contemplate potential nominees.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, September 3, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

NOTE: At this time Vice-Mayor George stated in light of the vacancy, the absences and the nature of business to come before the board, she moved for the meeting to be adjourned sine die. Alderman Duncan seconded the motion with all present voting “aye.”

Mayor Montgomery adjourned the meeting at 7:07 p.m.

ANGELA MARSHALL

Deputy City Recorder

PAUL W. MONTGOMERY

Mayor



AGENDA ACTION FORM

Consideration of a Budget Ordinance for Various Funds FY25

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

Action Form No.: AF-244-2024
Work Session: September 16, 2024
First Reading: September 17, 2024
Final Adoption: October 1, 2024
Staff Work By: Morris
Presentation By: McCartt

Recommendation:

Approve the Budget Ordinance

Executive Summary:

The General Fund is being amended by transferring \$50,000 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Friends of the Library project (NC2504).

The General Project-Special Revenue Fund is being amended by allocating \$50,000 from the General Fund to the Friends of the Library project (NC2504) and by allocating \$30,000 from the Bays Mountain Park Association to the Observation Tower project (NC2415).

The Community Development Block Grant Project Fund is being amended by allocating \$126,613 from the Tennessee Housing Development Agency to the Emergency Solutions Grant (CD2517).

The Water Project Fund is being amended by transferring \$200,000 from the Distribution System Upgrades project (WA2403) to the Main Street Water Replacement project (WA1901).

The Sewer Project Fund is being amended by transferring \$15,501 from the Collection System Upgrades project (SW2409) to the Main Street Sewer Replacement project (SW1901).

The Bays Mountain Park Commission Fund is being increased by \$30,000 for transfer to the General Project-Special Revenue Fund for use in the Observation Tower project (NC2415).

Attachments:

- 1. Budget Ordinance

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

Item X11.

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by transferring \$50,000 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Friends of the Library project (NC2504).

SECTION II. That the General Project-Special Revenue Fund be amended by allocating \$50,000 from the General Fund to the Friends of the Library project (NC2504) and by allocating \$30,000 from the Bays Mountain Park Association to the Observation Tower project (NC2415).

SECTION III. That the Community Development Block Grant Project Fund be amended by allocating \$126,613 from the Tennessee Housing Development Agency to the Emergency Solutions Grant (CD2517).

SECTION IV. That the Water Project Fund be amended by transferring \$200,000 from the Distribution System Upgrades project (WA2403) to the Main Street Water Replacement project (WA1901).

SECTION V. That the Sewer Project Fund be amended by transferring \$15,501 from the Collection System Upgrades project (SW2409) to the Main Street Sewer Replacement project (SW1901).

SECTION VI. That the Bays Mountain Park Commission Fund be increased by \$30,000 for transfer to the General Project-Special Revenue Fund for use in the Observation Tower project (NC2415).

Account Number/Description:

General Fund

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Spec Rev	2,875,000	50,000	2,925,000
110-4890-901.60-01 Future Appropriations	300,000	(50,000)	250,000
Total:	3,175,000	0	3,175,000

Account Number/Description:
Fund 111: Gen Project-Special Revenue Fund
Friends of the Library (NC2504)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	50,000	50,000
Total:	0	50,000	50,000

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-39 Library Program Supplies	0	50,000	50,000
Total:	0	50,000	50,000

Observation Tower (NC2415)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	100,000	0	100,000
111-0000-391.62-00 Bays Mtn Park Comm Fund	30,000	30,000	60,000
Total:	130,000	30,000	160,000

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.90-03 Improvements	130,000	30,000	160,000
Total:	130,000	30,000	160,000

CDBG Project Fund: 124
Account Number/Description:
Emergency Solutions Grant (CD2517)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
124-0000-337.49-00 Community Development	0	126,613	126,613
Total:	0	126,613	126,613

<u>Expenditures:</u>	\$	\$	\$
124-0000-603.10-10 Salaries & Wages	0	120,000	120,000
124-0000-603.30-10 Office Supplies	0	6,613	6,613
Total:	0	126,613	126,613

Water Project Fund: 451
Account Number/Description:
Distribution System Upgrades (WA2403)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	525,000	(200,000)	325,000
Total:	525,000	(200,000)	325,000

<u>Expenditures:</u>	\$	\$	\$
451-0000-601.90-03 Improvements	525,000	(200,000)	325,000
Total:	525,000	(200,000)	325,000

<u>Main St Waterline Replacement (WA1901)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	17,829	0	17,829
451-0000-391.05-48 GO Bonds Series 2018 B	1,149,252	0	1,149,252
451-0000-391.05-56 Series 2019 GO Improve	129,482	0	129,482
451-0000-391.05-69 GO Bonds Series 2021	5,044	0	5,044
451-0000-391.05-72 GO Bonds Series 2023	65,000	200,000	265,000
451-0000-391.45-00 From Water Fund	458,786	0	458,786
Total:	1,825,393	200,000	2,025,393

<u>Expenditures:</u>	\$	\$	\$
451-0000-605.20-20 Professional/Consultant	35,000	0	35,000
451-0000-605.20-23 Arch/Eng/Landscaping Serv	30,000	200,000	230,000
451-0000-605.90-01 Land	2,000	0	2,000
451-0000-605.90-03 Improvements	1,758,393	0	1,758,393
Total:	1,825,393	200,000	2,025,393

Account Number/Description:

Sewer Project Fund: 452

Collection System Upgrades (SW2409)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	701,119	(15,501)	685,618
452-0000-391.05-72 GO Bonds Series 2023	1,000,000	0	1,000,000
Total:	1,701,119	(15,501)	1,685,618

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	207,000	(42)	206,958
452-0000-601.90-03 Improvements	1,494,119	(15,459)	1,478,660
Total:	1,701,119	(15,501)	1,685,618

Main St Sewer Line Replacement (SW1901)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	404,608	0	404,608
452-0000-391.05-48 GO Bonds Series 2018 B	400,551	0	400,551
452-0000-391.05-56 Series 2019 GO Improvement	7,183	0	7,183
452-0000-391.05-69 GO Bonds Series 2021	418,129	15,501	433,630
452-0000-391.42-00 From Sewer Fund	34,726	0	34,726
Total:	1,265,197	15,501	1,280,698

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping	100,357	15,501	115,858
452-0000-601.90-03 Improvements	1,164,840	0	1,164,840
Total:	1,265,197	15,501	1,280,698

Account Number/Description:
Bays Mt Park Comm Fund: 612

Revenues:

612-0000-392-01-00 Fund Bal Appropriations

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 1,469	\$ 30,000	\$ 31,469
Total:	1,469	30,000	31,469

Expenditures:

612-4804-481.70-35 To Gen Proj-Special Rev

	\$ 0	\$ 30,000	\$ 30,000
Total:	0	30,000	30,000

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

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 an Ordinance to Amend the FY2025 General Project Fund to Establish Project and Funding for a New Customer Information System (CIS)

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

Action Form No.: AF-264-2024
 Work Session: September 16, 2024
 First Reading: September 17, 2024
 Final Adoption: October 1, 2024
 Staff Work By: Lisa Winkle
 Presentation By: Lisa Winkle

Recommendation:

Approve the Ordinance.

Executive Summary:

In May 2023, the Board of Mayor and Aldermen approved a resolution to authorize an agreement with Raftelis to provide consulting services to guide staff in the selection of a new Customer Information System (CIS). City staff worked hand and hand with Raftelis staff. There were meetings to determine needs, demos to see what was available, and preparation of a request for proposals. The city received 12 proposals. The selection committee narrowed this down to the top 3 proposals. Each of the top 3 vendors came on site to give an in-person demo. From this we narrowed it down to the top 2 vendors. Members of the selection committee went to Lexington NC and Columbia SC to see the products in use. IT is finalizing the contract with the top vendor which should come to the board's next meeting.

We are requesting the BMA to authorize funding for the project from a 12-year Capital Outlay Note that will be bid out to local banks. This ordinance will establish funding of \$2,000,000 from Capital Outlay Notes to fund the purchase of the new Customer Information System, implementation, setup, training, and other related costs.

Bid requests for the Capital Outlay Note are expected to go out September 19th with reply by time of September 24th at 11:00 a.m. Award of the bid for the Capital Outlay Note will come to the board's next meeting.

We request approval of the ordinance to establish funding for the new Customer Service System and set up Project GP2502.

Attachments:

Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FY2025 GENERAL PROJECT FUND BUDGET TO ESTABLISH PROJECT AND FUNDING FOR NEW CUSTOMER SERVICE SYSTEM FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund Budget be amended by increasing the estimated revenue by \$2,000,000 from a new Capital Outlay Note Series 2024 and increasing estimated expenditures by \$2,000,000 to fund the new Customer Information System.

**Fund 311: General Project Fund Project
GP2502**

<u>Revenues:</u>	\$		\$		\$
311-0000-368-0948 Capital Outlay Note 2024		0		2,000,000	2,000,000
Totals		0		2,000,000	2,000,000
<hr style="border-top: 1px solid black;"/>					
<u>Expenditures:</u>	\$		\$		\$
311-0000-601-9003 Improvements		0		2,000,000	2,000,000
Totals		0		2,000,000	2,000,000
<hr style="border-top: 1px solid black;"/>					

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

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHAL, 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 and Budget Ordinance to Enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 24-25

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

Action Form No.: AF-231-2024
 Work Session: September 16, 2024
 First Reading: September 17, 2024
 Final Adoption: October 1, 2024
 Staff Work By: Candace Sherer
 Presentation By: Candace Sherer

Recommendation:
 Approve the Resolution and Ordinance.

Executive Summary:
 Annually, the City of Kingsport enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. Projected State operation reimbursements for the contract term is \$625,600. The City's total matching for this contract is \$156,400.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2024-2025 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$625,600
City of Kingsport	\$156,400
Total	\$782,000

The local funding for this project has been approved in the FY 24-25 City Budget.

- Attachments:**
1. Resolution
 2. Budget Ordinance
 3. Contract

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2024-2025; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2024-2025 is \$625,600.00; and

WHEREAS, the city local budget for fiscal year 2024-2025, is \$165,400.00, which is available in FY 24-25 City Budget; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$625,600.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2024-2025 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, a contract with the Tennessee Department of Transportation, in the amount up to \$625,600.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2024-2025, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall utilize urban operating ("UROP") funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.

A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications,

and equipment.

A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.

A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Twenty-five Thousand, Six Hundred Dollars and No Cents (\$625,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.4. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation Public Transportation Section

Division of Passenger Transportation, Rail & Freight

505 Deaderick Street – James K. Polk Building, Suite 1200 Nashville, Tennessee 37243

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

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.

(3) Invoice Period (to which the reimbursement request is applicable).

(4) Grant Contract Number (assigned by the State).

(5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.

(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).

(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.
- C.5. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. 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 Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.12. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

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

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

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

Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243 Brenden.henderson@tn.gov Phone: (615) 253-4942
Fax: (615) 253-1482

The Grantee:

Chris Campbell, AICP, Public Transportation Manager City of Kingsport, Kingsport Area Transit Service
900 East Main Street Kingsport, Tennessee 37660 chriscampbell@kingsporttn.gov Phone: (423) 224-2857
Fax: (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information

Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury,

or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant

Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section

b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present.

Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards

to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.10. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
- b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

- d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.
- Additional Title VI resources may be found at [Title VI Program \(tn.gov\)](http://Title VI Program (tn.gov)).
[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE TO AMEND URBAN MASS TRANSIT CAPITAL/GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation in the amount of \$625,600 and \$156,400 matching funds from the General Fund to the FY25 Operations Grant project (FTA030).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Urban Mass Transit Fund: 123			
FY25 ADA/Paratransit (FTA030)			
Revenues:	\$	\$	\$
123-0000-332.90-00 Dept of Transportation	0	625,600	625,600
123-0000-391.01-00 From General Fund	0	156,400	156,400
Totals:	0	782,000	782,000

<u>Expenditures:</u>	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	0	450,220	450,220
123-5901-602.10-11 Overtime	0	10,000	10,000
123-5901-602.10-20 Social Security	0	34,070	34,070
123-5901-602.10-30 Group Health Insurance	0	53,800	53,800
123-5901-602.10-41 TCRS Retirement	0	32,510	32,510
123-5901-602.10-42 TCRS Hybrid Retirement		10,120	10,120
123-5901-602.10-43 ICMA Retirement	0	5,430	5,430
123-5901-602.10-50 Life Insurance	0	1,410	1,410
123-5901-602.10-52 Long Term Disability Ins	0	960	960
123-5901-602.10-60 Workmen's Compensation	0	570	570
123-5901-602.10-61 Unemployment Insurance	0	880	880
123-5901-602.20-10 Advertising & Publication	0	1,000	1,000
123-5901-602.20-11 Printing & Binding	0	2,250	2,250
123-5901-602.20-20 Professional/Consultant	0	10,000	10,000
123-5901-602.20-21 Accounting & Auditing	0	2,000	2,000
123-5901-602.20-30 Electric Service	0	5,200	5,200
123-5901-602.20-33 Water and Sewer	0	2,000	2,000
123-5901-602.20-34 Telephone	0	5,200	5,200
123-5901-602.20-36 Natural Gas	0	2,000	2,000
123-5901-602.20-40 Travel Expense	0	5,800	5,800
123-5901-602.20-41 Registration Fees/ Tuition	0	2,600	2,600
123-5901-602.20-42 Personal Vehicle Reimburs	0	200	200
123-5901-602.20-43 Dues & Memberships	0	4,500	4,500
123-5901-602.20-44 Literature/ Subscriptions	0	700	700

123-5901-602.20-45 Training	0	2,600	2,600
123-5901-602.20-52 Medical Services	0	700	700
123-5901-602.20-54 Machinery/ Equip Rental	0	3,200	3,200
123-5901-602.20-55 Repairs & Maintenance	0	18,800	18,800
123-5901-602.20-56 Repairs & Maint-Vehicles	0	70,000	70,000
123-5901-602.20-69 Stormwater Fee Expense	0	200	200
123-5901-602.20-75 Temporary Employees	0	12,200	12,200
123-5901-602.30-10 Office Supplies	0	4,500	4,500
123-5901-602.30-11 Postage	0	500	500
123-5901-602.30-12 Food	0	1,100	1,100
123-5901-602.30-20 Operating Supplies & Tool	0	7,700	7,700
123-5901-602.30-22 Maintenance Supplies	0	5,400	5,400
123-5901-602.30-26 Sign Parts & Supplies	0	1,300	1,300
123-5901-602.30-29 Clothing & Uniforms	0	5,200	5,200
123-5901-602.30-44 Motor Pool Charges	0	400	400
123-5901-602.50-10 Buildings	0	2,180	2,180
123-5901-602.50-26 Vehicle Ins Chgd by FLM	0	2,600	2,600
123-5902-602.20-56 Repair & Maint-Vehicles	0	0	0
Totals:	0	782,000	782,000

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:

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2024		End Date 6/30/2025		Agency Tracking # 40100-51352	
Edison ID 				Edison Vendor ID 1562	
Grantee Legal Entity Name City of Kingsport				Edison Vendor ID 1562	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) SFY 2025 Urban Operating Assistance Program (UROP) Operating Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$625,600.00				\$625,600.00
TOTAL:	\$625,600.00				\$625,600.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		State only funds awarded by formula using urban area population for urban area operating assistance.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG	
Speed Chart (optional)		Account Code (optional) 71302000			

Address # 1

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize urban operating ("UROP") funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Twenty-five Thousand, Six Hundred Dollars and No Cents (\$625,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
 Public Transportation Section
 Division of Passenger Transportation, Rail & Freight
 505 Deaderick Street – James K. Polk Building, Suite 1200
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in

such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Phone: (615) 253-4942
Fax: (615) 253-1482

The Grantee:

Chris Campbell, AICP, Public Transportation Manager
City of Kingsport, Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
chriscampbell@kingsporttn.gov
Phone: (423) 224-2857
Fax: (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other

classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case

shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal). When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601

through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract

- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee’s policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.5. Transfer of Grantee’s Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT (“Commissioner”);

- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.10. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at [Title VI Program \(tn.gov\)](#).

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

PAUL MONTGOMERY, MAYOR

DATE

BART ROWLETT, CITY ATTORNEY

DATE

ANGELA MARSHALL, CITY RECORDER

DATE

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

LESLIE SOUTH, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT	\$625,600.00	\$0.00	\$625,600.00	\$156,400.00	\$782,000.00
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$625,600.00		\$625,600.00	\$156,400.00	\$782,000.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance - TDOT 80%	\$625,600.00	\$0.00	\$625,600.00	\$156,400.00	\$782,000.00
TOTAL	\$625,600.00	\$0.00	\$625,600.00	\$156,400.00	\$782,000.00



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Kingsport Code of Ordinances Chapter 34, Article IV Relative to Alarm Systems and Section 2-264 Relative to Special Code Enforcement Officer’s Authority

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

Action Form No.: AF-253-2024
Work Session: September 17, 2024
First Reading: September 17, 2024
Final Adoption: October 1, 2024
Staff Work By: Bart Rowlett
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
This Ordinance will enact changes to the *Kingsport Code of Ordinances* which will modernize the requirements for alarm systems and bring City’s requirements more in line with other jurisdictions, as well as grant the authority for enforcement to special code enforcement officers within the fire department.

As a result of ongoing issues with first responders receiving false alarms, that is to say an alarm for which there is no emergency or hazard, staff have analyzed Code requirements for users of such systems. The current provisions are outdated having been unaltered since the early 1980s. For instance, currently K.C.O. § 34-87 contemplates an alarm system which dials a telephone number designated by the police department.

The proposed changes broaden the definition of what constitutes an “alarm system” to better align with current systems. Additionally, the proposed change re-defines a violation as three false alarms within a calendar year. A subsequent violation occurs for every false alarm thereafter. Furthermore, users of alarm systems will be required to maintain alarm systems in good working order free from defects which may cause a false alarm.

K.C.O. § 2-264 will also be amended to grant special code enforcement officers within the Fire Department authority to issue summonses for perceived violations of Chapter 34, Article IV. Police Officers are authorized to issue citations or summonses for any violation of city ordinances pursuant to K.C.O. § 1-15.

- Attachments:**
- 1. Ordinance
 - 2. K.C.O. § 2-264 with tracked changes

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

Item XI4.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 34, ARTICLE IV AUTOMATIC POLICE OR FIRE ALARM SYSTEMS AND SECTION 2-264(2) RELATIVE TO SPECIAL CODE ENFORCEMENT OFFICERS WITHIN THE FIRE DEPARTMENT; TO PROVIDE 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 Chapter 34, Article IV is amended by deleting Article IV in its entirety and substituting in its place the following:

Sec. 34-86. 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:

Alarm system:

(1) any device which notifies first responders or which uses a pre-taped or pre-recorded message to alert first responders that an emergency exists or the services of first responders are needed;

(2) any device which automatically emits an audible, visual or other response upon the occurrence of any hazard or emergency and which is intended to alert persons outside of a structure equipped with said device of the existence of the hazard or emergency.

Alarm user - any person or entity who uses an alarm system, or who controls, occupies or owns any premises at which an alarm system has been installed. This term includes but, not limited to any person or entity who has contracted or subscribed with an alarm company to provide monitoring, repair, or maintenance service for an alarm system.

Automatic dialing device - an automatic dialing device or an automatic telephone dialing alarm system, including any system which, upon being activated, automatically initiates to the city a recorded message or code signal indicating the existence of an emergency.

Central Dispatch - the Emergency Communications District of the City of Kingsport.

Emergency response - a response to the activation of an alarm system made by police, fire or other emergency personnel.

False alarm - an alarm which triggers an emergency response when in fact no emergency or hazard exists which necessitates an emergency response.

Sec. 34-87. Requirements for Alarm Systems and Operation Thereof.

(1) Alarm users shall ensure alarm systems are maintained in good working order at all times, and any defects which could cause a false alarm shall be promptly repaired.

(2) Every alarm system shall be designed, installed, and maintained in such a manner that its activation shall not be emitted or reported to the city until a verification procedure has been utilized to ascertain whether the activation is a false alarm which shall include at least two attempts by the alarm monitoring company or alarm user to contact the alarm site by telephone or other electronic means to determine if the activation was a false alarm. Verification shall not be required for activations of holdup, duress, panic, or fire alarms.

(3) Alarm users shall ensure that agents, employees, or designees are properly trained in operation of the alarm system including the activation and deactivation of the system as well as necessary contact information for the individual or entity responsible to cure malfunctions or technical issues of the alarm system.

(4) For all commercial premises where an alarm system is operational, the alarm user shall provide to the Emergency Communications District of the City of Kingsport such contact information as deemed reasonably necessary for a primary and alternate contact responsible for deactivation of the alarm system, said information shall be updated by the alarm user in the event of any changes.

(5) No person shall use, operate, or install any dialing device that will, upon activation,

automatically dial, call or connect to any telephone number other than such telephone number designated by central dispatch. No person shall use, operate or install any dialing device that will, upon activation, automatically, dial, call or connect with the telephone number designated by central dispatch, for the purpose of receiving such alarm messages, more than twice for any one incident.

(6) The user of every alarm system emitting an audible, visual or other response shall install or cause to be installed an automatic timing device, which shall deactivate such alarm so that it will be activated for no more than 30 minutes.

Sec. 34-88. Violations and Penalties

- (1) Violations:
 - a. False Alarms – Three (3) False Alarms within a calendar year shall constitute a violation of this Article and each False Alarm after the third False Alarm shall constitute a separate violation;
 - b. Failure to comply with the requirements of this Article shall constitute a violation by the alarm user.
- (2) Penalties – Any violation of this Article may be punished by imposition of a fine as permitted by Section 1 – 14 of this Code.
- (3) Notice of perceived or alleged violations shall be given as provided for in section 1 – 15 of this Code.

SECTION II. That Section 2-264(2) is amended to read as follows:

(2) Fire department. Special code enforcement officers in the fire department shall be specifically limited in the scope of their authority to the issuance of a summons for the perceived violations of the fire prevention code, as adopted in section 42-46, perceived violations of Article IV of Chapter 34 relative to alarm systems, and to the enforcement of division 3 of article IV of chapter 98, pertaining to fire lanes.

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

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

Sec. 2-264. Limitation upon officers' authority; scope of duties and responsibilities.

Special code enforcement officers appointed by the city manager shall be limited in the scope of their authority to the enforcement of specific sections of this Code pertaining directly to the individuals' respective job duties and responsibilities as enumerated in this section and no other. A special code enforcement officer shall be empowered only to issue a summons for a perceived ordinance violation. A special code enforcement officer shall not be authorized to carry a firearm. Special code enforcement officers shall be restricted by department to enforcement of specific sections of this Code as follows:

- (1) *Police department.* Special code enforcement officers assigned to the police department shall be specifically limited in the scope of their authority to the issuance of a summons for perceived violations of those sections of this Code pertaining to stopping, standing and parking.
- (2) *Fire department.* Special code enforcement officers in the fire department shall be specifically limited in the scope of their authority to the issuance of a summons for the perceived violations of the fire prevention code, as adopted in section 42-46, [perceived violations of Article IV of Chapter 34 relative to alarm systems](#), and to the enforcement of division 3 of article IV of chapter 98, pertaining to fire lanes.
- (3) *Animal control.* Special code enforcement officers in animal control shall have the authority to issue citations for the perceived violations of chapter 14, pertaining to animals and fowl.
- (4) *Department of public works.* Special code enforcement officers in the department of public works shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of chapter 86, regulating solid waste, and chapter 102, regulating public utilities.
- (5) *Bays Mountain Park.* Special code enforcement officers at Bays Mountain Park shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of ordinances pertaining to trespassing, destruction of real or personal property and littering within Bays Mountain Park.
- (6) *Department of development services.* Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of ordinances pertaining to zoning, property maintenance, littering and nuisances.
- (7) *Building department.* Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of chapter 22.

(Code 1981, § 2-223; Code 1998, § 2-573; Ord. No. 4012, § IV, 3-7-1995; Ord. No. 6526, § II, 10-20-2015)



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to TS Designs (Todd Stevens), Related to the St. Andrews Garth Phase 2 Development

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

Action Form No.: AF-154-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: G. Burton/J. Williams
Presentation By: Ryan McReynolds

Recommendation:
Approve the resolution.

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

Pursuant to this policy, the City Manager entered into a Materials Agreement with TS Designs (Todd Stevens) related to the St. Andrews Garth Phase 2 Development, in the amount of \$41,312.60. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$37,848.08.

To date, including this development, the program has supported 1,567 new/proposed lots within the City of Kingsport.

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

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

Item XIII.1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO TS DESIGNS FOR THE ST.
ANDREWS GARTH PHASE 2 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, TS Designs (Todd Stevens) entered into a Materials Agreement in the total amount of \$41,312.60, with the city for provision of certain water and sewer materials by the city for St. Andrews Garth, Phase 2; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$37,848.08 for St. Andrews Garth, Phase 2; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to TS Designs (Todd Stevens) in the amount of \$37,848.08 for St. Andrews Garth, Phase 2, is approved.

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Materials Agreement

Project: St Andrews Garth Phase II
 Date: August 28, 2024
 Developer: Todd Stevens

Water line

Item #	Item description	Units	U/M	Price	Total
41446	6" x 20' DI pipe	600.00	ft	\$25.75	\$15,450.00
42120	4' bury hydrant	1.00	ea	\$2,794.00	\$2,794.00
42325	6" gate valve	3.00	ea	\$867.29	\$2,601.87
42845	6" x 18" Anchor Tee	1.00	ea	\$176.00	\$176.00
41951	6" MJ DI plug w/2" tap	1.00	ea	\$75.75	\$75.75
43032	6x6x6 Anchor Tee	1.00	ea	\$162.00	\$162.00
42014	6x6x6 MJ Tee	1.00	ea	\$140.61	\$140.61
				total	\$21,400.23
	RETURNED NOT NEEDED				
41446	6" x 20 DI pipe	80.00	ft	\$25.75	\$2,060.00
Project #	WA2350				
	Expense To:				
Project Total	451-0000-605-9003				\$19,340.23
Sales Tax	451-0000-207-0201			9.50%	\$1,837.32
	Total Cost including Tax				\$21,177.55
	Amount Paid and Received To:				
Contractor Paid	451-0000-208-1250				\$18,922.45
Sales Tax:	451-0000-207-0201			9.50%	\$1,797.63
	Total Cost Including Tax			Water Total:	\$20,720.08
	Sales Tax Adjustment				\$39.69
Water	Refund Due Developer				\$18,882.76



Materials Agreement

Project: St Andrews Garth Phase II
 Date: August 28, 2024
 Developer: Todd Stevens

Sanitary sewer

Item #	Item description	Units	U/M	Price	Total
45003	8" x 13' sdr-35 gsktd sewer pipe	59.00	jt	\$146.44	\$8,639.96
45057	8" x 6" tee wye gsktd sewer	25.00	ea	\$63.58	\$1,589.50
45112	manhole covers v-1312-44	3.00	ea	\$366.67	\$1,100.01
	total manholes/concrete structures	1.00	ea	\$5,799.00	\$5,799.00
Project #	SW2350				
	Expense To:				
Project Total	452-0000-606-9003				\$17,128.47
Sales Tax:	452-0000-207-0201				9.50% \$1,627.20
	Total Cost Including Tax				\$18,755.67
	Amount Paid and Received To:				
Contractor Paid	452-0000-208-1250				\$18,805.95
Sales Tax:	452-0000-207-0201				9.50% \$1,786.57
	Total Cost Including Tax				Sewer Total: \$20,592.52
	Sales Tax Adjustment				-\$159.37
Sewer	Refund Due Developer				\$18,965.32
	Total Refund				\$37,848.08

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

City of Kingsport Warehouse: *Donna Ripona*
 Date: 8/28/24

City of Kingsport Inspector: *[Signature]*
 Date: 8/28/24

Developer: *Todd Stevens*
 Date: 9-3-24



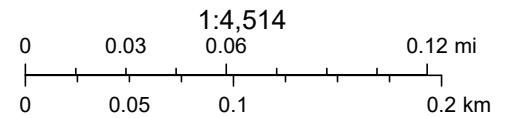
ArcGIS Web Map

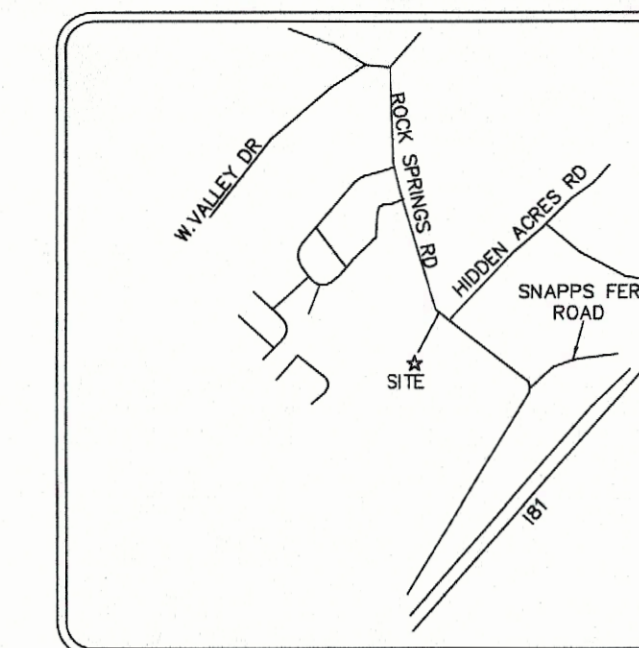


1/24/2023, 8:51:30 AM

Sullivan County Parcels 2021	Railroad_ROW	Washington County Parcels 2020	Railroad_ROW	Streets
Lake_Pond	River	Lake_Pond	River	Interstate
Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW	Expressway
Parcels		Parcels	Major Arterial	

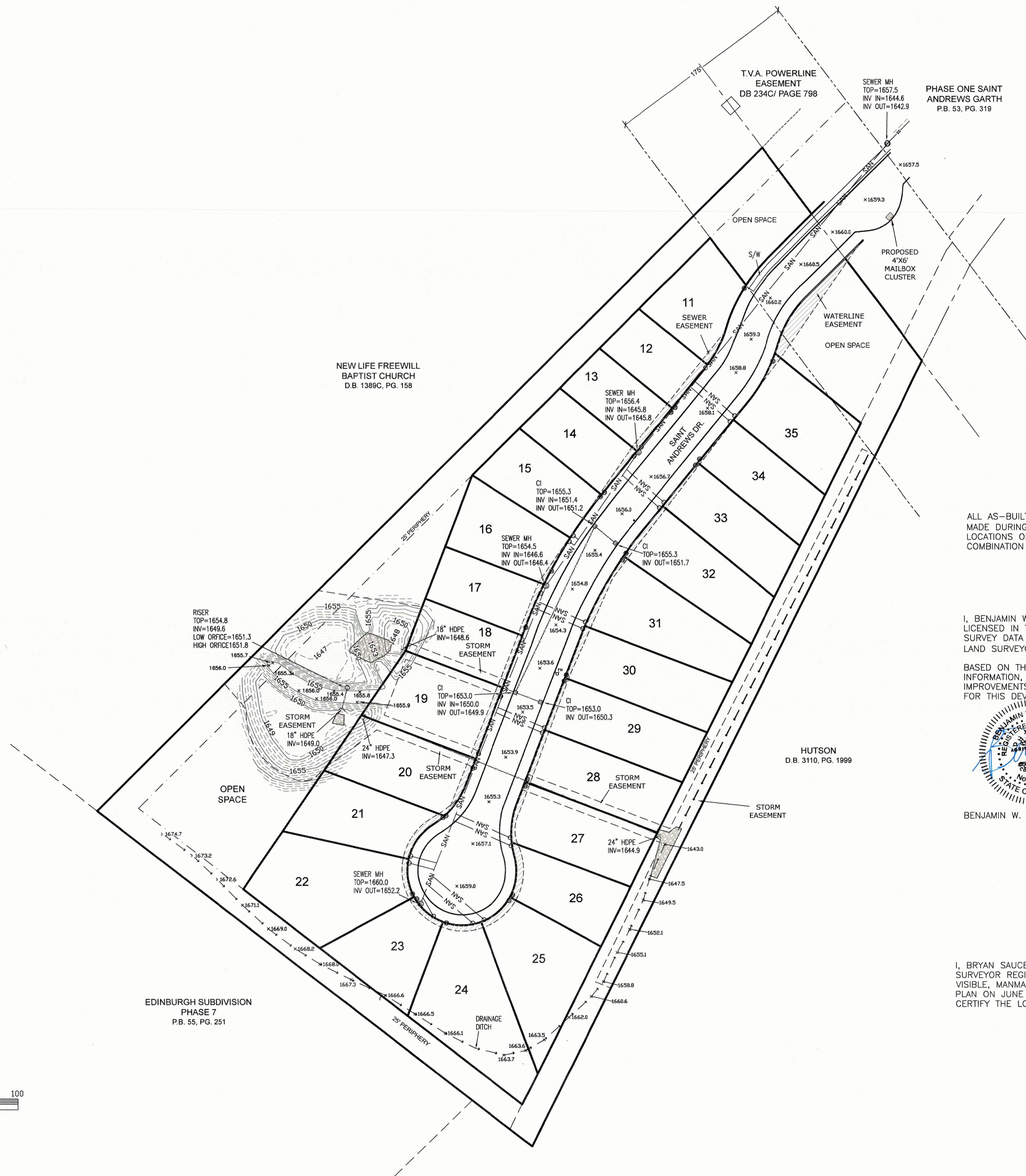
Kpt 911 Item XIII.1





LOCATION MAP
N.T.S.

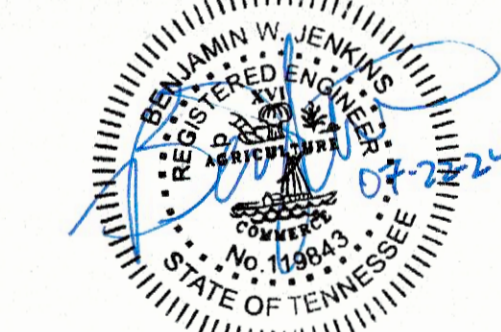
BY:	
DATE:	
REVISIONS:	



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

I, BENJAMIN W. JENKINS (TN PE #119843), HEREBY CERTIFY THAT I AM AN ENGINEER LICENSED IN THE STATE OF TENNESSEE. I HAVE REVIEWED THE INFORMATION BASED ON FIELD SURVEY DATA PROVIDED TO ME BY BRYAN SAUCEMAN, A STATE OF TENNESSEE REGISTERED LAND SURVEYOR (TN RLS #2846).

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



BENJAMIN W. JENKINS, P.E.

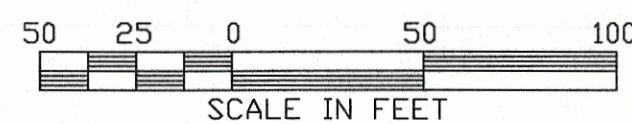
I, BRYAN SAUCEMAN (RLS #2846), HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN THE STATE OF TENNESSEE. I HAVE LOCATED ALL VISIBLE, MANMADE WATERLINE AND SANITARY SEWER FEATURES SHOWN ON THIS PLAN ON JUNE 10, 2024 AND REVISED DETENTION POND ON JULY 22, 2024. I CERTIFY THE LOCATION, ELEVATION AND DESCRIPTION OF THESE FEATURES.



BRYAN SAUCEMAN, PLS
ALLEY & ASSOCIATES, INC.

LEGEND

- MH MANHOLE
- FH FIRE HYDRANT
- INV INVERT
- WM WATER METER
- HDPE HIGH-DENSITY POLYETHYLENE PIPE
- CI CURB INLET
- P.B. PLAT BOOK
- D.B. DEED BOOK
- PC. PACE
- SEWER LINE
- RIP RAP
- CLEAN OUT

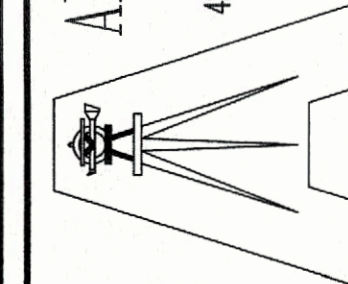


EDINBURGH SUBDIVISION
PHASE 7
P.B. 55, PG. 251

HUTSON
D.B. 3110, PG. 1999

STORM, SANITARY SEWER & WATER AS-BUILT
SAINT ANDREWS GARTH PHASE 2
KINGSPORT, TENNESSEE

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





AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Orth Construction, Related to the Hunts Crossing Phase 2 Development

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

Action Form No.: AF-168-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: D. Harris/J. Williams
Presentation By: Ryan McReynolds

Recommendation:
Approve the resolution.

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

Pursuant to this policy, the City Manager entered into a Materials Agreement with Orth Construction related to the Hunts Crossing Phase 2 Development, in the amount of \$41,526.07. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$37,898.13.

To date, including this development, the program has supported 1,567 new/proposed lots within the City of Kingsport.

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO ORTH CONSTRUCTION
FOR THE HUNTS CROSSING PHASE 2 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Orth Construction entered into a Materials Agreement in the total amount of \$41,526.07, with the city for provision of certain water and sewer materials by the city for the Hunts Crossing Phase 2 Development; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$37,898.13 for the Hunts Crossing Phase 2 Development; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Orth Construction in the amount of \$37,898.13 for the Hunts Crossing Phase 2 Development, is approved.

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Materials Agreement

Project: Hunts Crossing Phase 2
 Date: August 27, 2024
 Developer: Orth Construction

File No.: 2021-D7

Sanitary Sewer

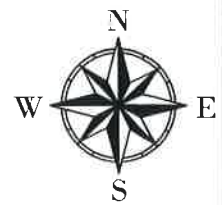
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	46.00	Joints	\$144.90	\$6,665.40
45057	8" x 6" Tee Wye gsktd Sewer	21.00	each	\$63.14	\$1,325.94
45112	Manhole Frame & Covers V-1312-44	4.00	each	\$253.76	\$1,015.04
	Estimated Total Manhole Cost Estimate	1.00	each	\$3,828.00	\$3,828.00
Project #	SW2254				
	Expense To:				
Project Total	452-0000-606-9003				\$12,834.38
Sales Tax	452-0000-207-0201			9.50%	\$1,219.27
	Total Cost Including Tax				\$14,053.65
	Amount Paid and Received To:				
Contractor Paid	452-0000-208-1250				\$13,128.72
Sales Tax:	452-0000-207-0201			9.50%	\$1,247.23
	Total Cost Including Tax				\$14,375.95
	Sales Tax Adjustment				-\$27.96
Sewer	Refund Due Developer				\$13,156.68
				Total Refund	\$37,898.13

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

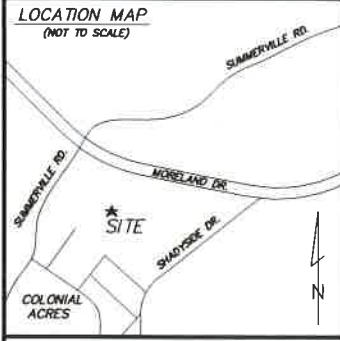
City of Kingsport Warehouse: *Donna Lipoma*
 Date: *August 26, 2024*

City of Kingsport Inspector: *Stephen Rot.iff*
 Date: *08/19/24*

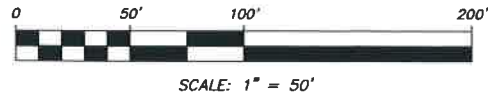
Developer: *[Signature]*
 Date: *08/28/24*



HUNTS CROSSING
KINGSPORT, TENNESSEE



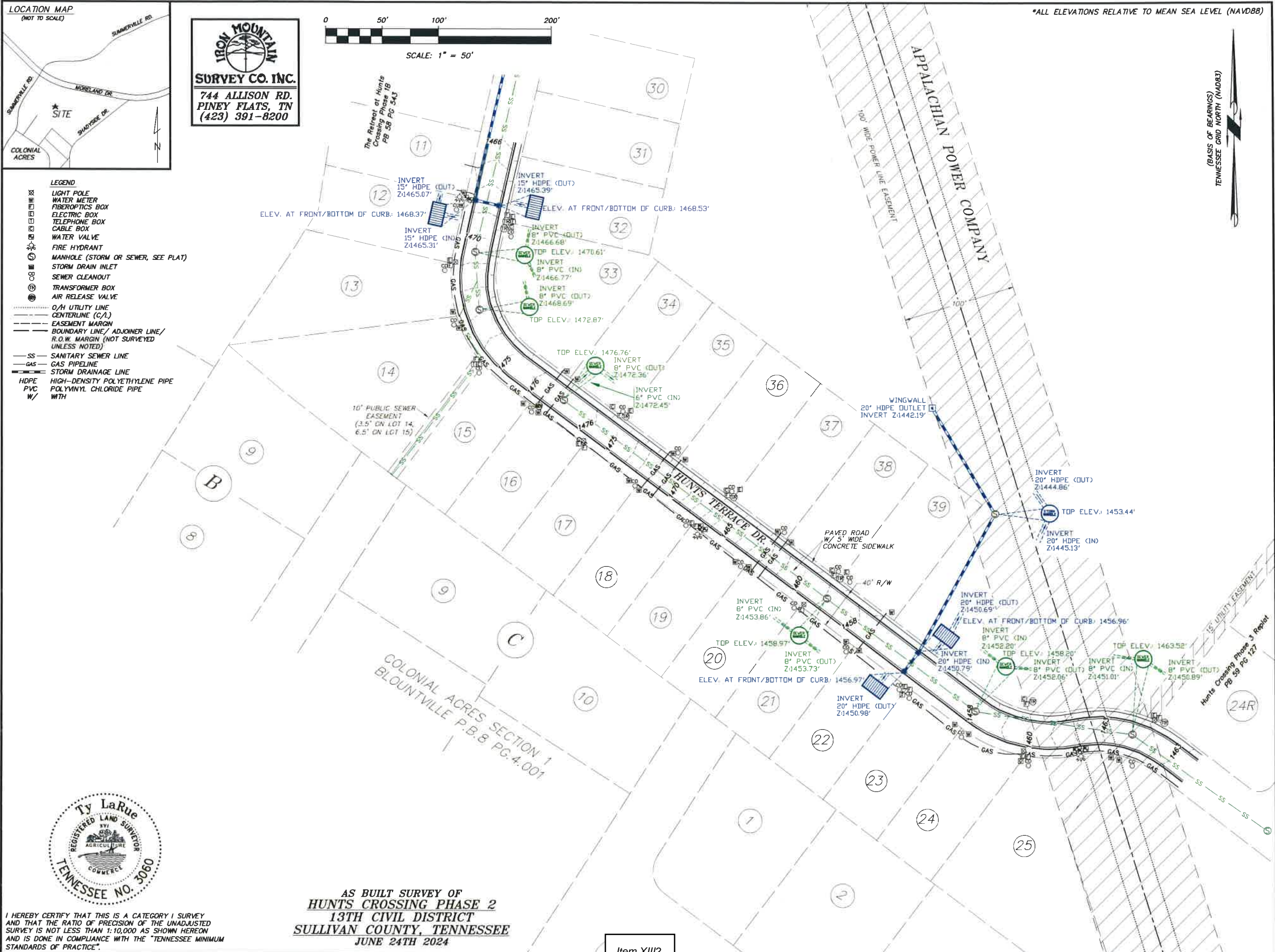
IRON MOUNTAIN SURVEY CO. INC.
 744 ALLISON RD.
 PINEY FLATS, TN
 (423) 391-8200



*ALL ELEVATIONS RELATIVE TO MEAN SEA LEVEL (NAVD88)



- LEGEND**
- ☒ LIGHT POLE
 - ☒ WATER METER
 - ☒ FIBEROPTICS BOX
 - ☒ ELECTRIC BOX
 - ☒ TELEPHONE BOX
 - ☒ CABLE BOX
 - ☒ WATER VALVE
 - ☒ FIRE HYDRANT
 - ☒ MANHOLE (STORM OR SEWER, SEE PLAT)
 - ☒ STORM DRAIN INLET
 - ☒ SEWER CLEANOUT
 - ☒ TRANSFORMER BOX
 - ☒ AIR RELEASE VALVE
 - O/H UTILITY LINE
 - CENTERLINE (C/L)
 - EASEMENT MARGIN
 - BOUNDARY LINE/ ADJOINER LINE/ R.O.W. MARGIN (NOT SURVEYED UNLESS NOTED)
 - SS SANITARY SEWER LINE
 - GAS GAS PIPELINE
 - STORM DRAINAGE LINE
 - HDPE HIGH-DENSITY POLYETHYLENE PIPE
 - PVC POLYVINYL CHLORIDE PIPE
 - W/ WITH



I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000 AS SHOWN HEREON AND IS DONE IN COMPLIANCE WITH THE "TENNESSEE MINIMUM STANDARDS OF PRACTICE".

**AS BUILT SURVEY OF
 HUNTS CROSSING PHASE 2
 13TH CIVIL DISTRICT
 SULLIVAN COUNTY, TENNESSEE
 JUNE 24TH 2024**

Item XIII.2.



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Brickyard TN, LLC Related to the Brickyard Village Phase 1 Development

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

Action Form No.: AF-247-2024
Work Session: September 16, 2024
First Reading: N/A

Final Adoption: September 17, 2024
Staff Work By: G. Burton/J. Williams
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

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

Pursuant to this policy, Brickyard TN, LLC has requested that the proposed Brickyard Village Phase 1 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$118,338.91 for a new development with thirty-two (32) lots.

To date, including this development, the program has supported 1,567 new/proposed lots within the City of Kingsport.

Attachments:

1. Resolution
2. Agreement
3. Cost Table
4. Location Maps
5. Development Chart

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH BRICKYARD, TN LLC RELATED TO THE BRICKYARD VILLAGE PHASE 1 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Brickyard TN, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Brickyard Village Phase 1 Development, a 32 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$118,338.91.

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, a Materials Agreement with Brickyard TN, LLC to provide certain water and sewer materials by the city for Brickyard Village Phase 1 Development, in the amount of \$118,338.91 and the mayor is further authorized and directed to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 5th day of September, 2024, by and between Brickyard TN, LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Brickyard Village Phase 1, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 1.782 LFT of Waterline and 1.596 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$118,338.91. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines,

etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands seal on this the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 this materials agreement promotes the use of high-quality and uniform materials in the construction of certain water and sanitary sewer infrastructure in new residential development in the city, which infrastructure will be a part of the city owned water and sanitary sewer systems as publicly owned infrastructure, and this will reduce future maintenance costs for the city's water and sanitary sewer systems caused by the use of substandard materials, and that the actions authorized by this resolution are in the public interest and for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Item XIII.

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 5th day of September, 2024, by and between Brickyard TN, LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Brickyard Village Phase 1, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 1,782 LFT of Waterline and 1,596 LFT of Sanitary Sewer Line to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$118,338.91. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.


9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.


JARROD EDENS

 Developer

 Paul Montgomery, Mayor

Attest:

 Angela Marshall, Deputy City Recorder

Approved as to form:

 Rodney B. Rowlett, III, City Attorney

Materials Agreement

Project: Brickyard Village Phase I
 Date: August 15, 2024
 Developer: Brickyard TN LLC

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41810	6"x 18' D.I. Pipe	99.00	jt	\$444.60	\$44,015.40
42120	4' bury hydrant	3.00	ea	\$2,707.28	\$8,121.84
42325	MJ Gate valve 6"	11.00	ea	\$852.00	\$9,372.00
43032	6x6x6 Anchor Tee	3.00	ea	\$161.00	\$483.00
42845	MJ Anchor coupling 6 x 18	3.00	ea	\$178.22	\$534.66
40594	6" DI cap	5.00	ea	\$39.40	\$197.00
42014	6x6x6 MJ Tee	3.00	ea	\$139.18	\$417.54
42148	6" DI sleeve w/2" tap	1.00	ea	\$116.73	\$116.73
42015	8x6x6 MJ Tee	1.00	ea	\$172.45	\$172.45
42335	8" Gate Valve	1.00	ea	\$1,357.05	\$1,357.05
42545	6" 11- 1/4 MJ Bend	3.00	ea	\$74.97	\$224.91
42550	6" 45 MJ Bend	5.00	ea	\$78.57	\$392.85
41951	Plug Flat 6" w/2" tap	1.00	ea	\$74.97	\$74.97
Building code					
Receipt To:					
Subtotal:	451-0000-208-1250				\$65,480.40
Sales Tax:	451-0000-207-0201			9.50%	\$6,220.64
Project #	WA2550			Water Total:	\$71,701.04
Expense To:					
Water acct. #	451-0000-605-9003				



ArcGIS Web Map



7/24/2024, 11:00:11 AM

Streets

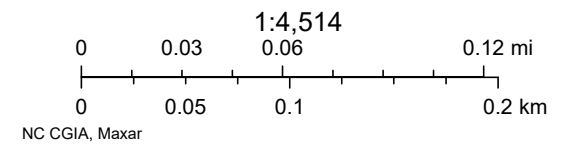
Sullivan County Parcels Dec 2023

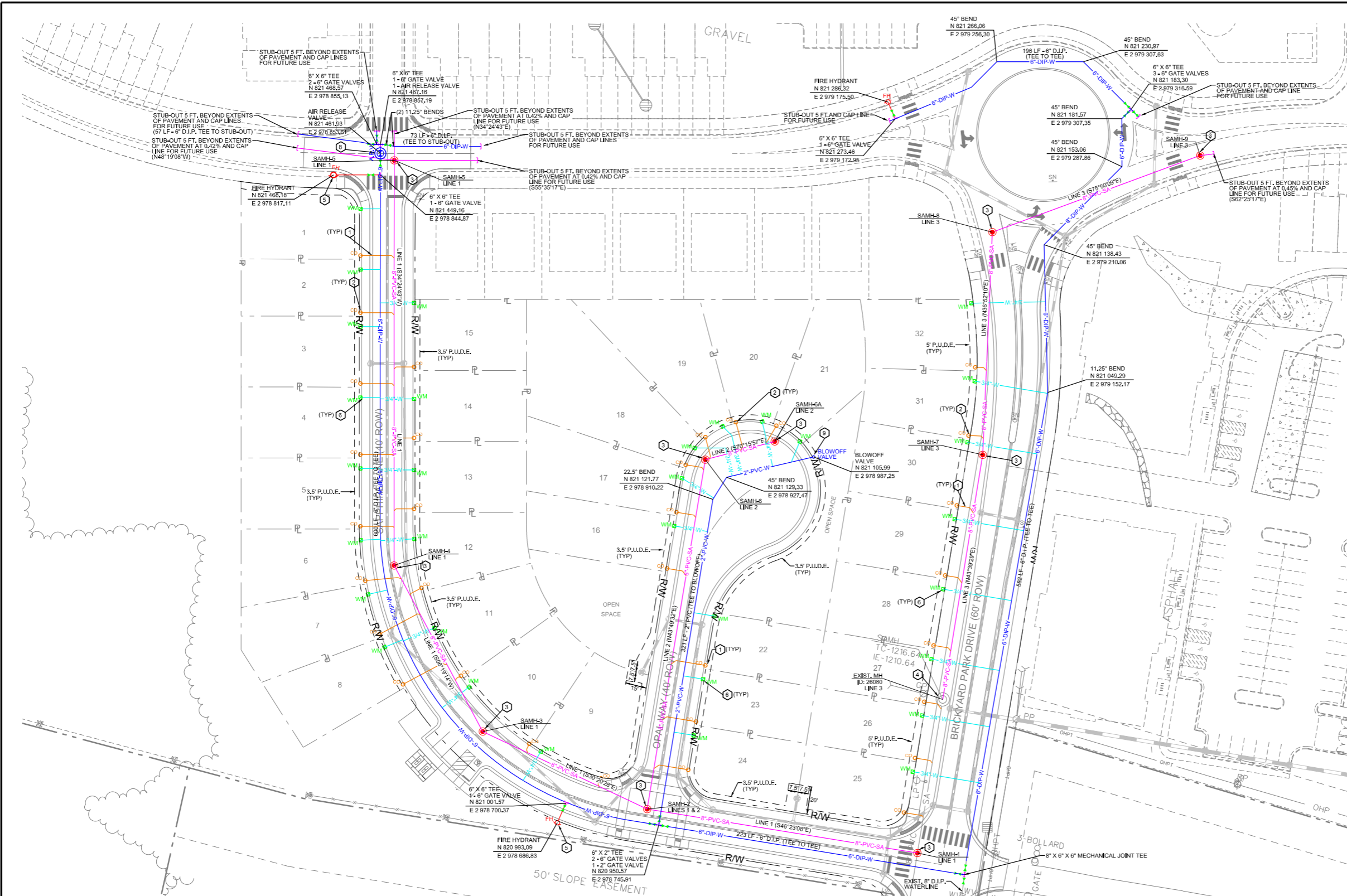
Parcels

Railroad_ROW

Kpt 911 Address

Item XIII.3.

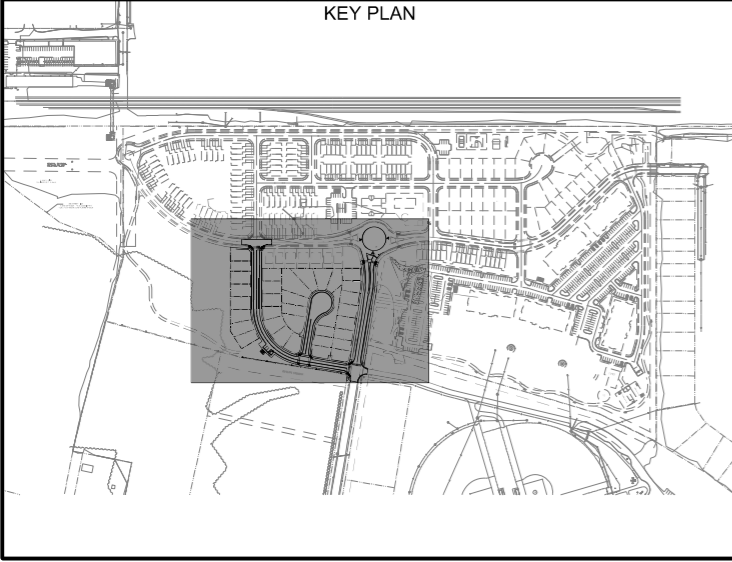




- LEGEND:**
- 8" PVC-SA SANITARY SEWER LINE
 - 2" PVC-W WATER LINE
 - 6" DIP-W WATER LINE
 - 3/4" W WATER SERVICE LINE
 - GATE VALVE
 - CLEANOUT
 - SANITARY MANHOLE
 - FIRE HYDRANT
 - GAS TAP
 - WATER METER
 - AIR RELEASE VALVE

- GENERAL NOTES:**
- SEE C0.01 FOR WATER AND SEWER NOTES.
 - ALL SANITARY PIPING SHALL BE SDR-35.
 - MINIMUM 18" SEPARATION BETWEEN SANITARY AND WATER LINES.
 - COORDINATE WITH THE CITY OF KINGSPORT ON THE SEWER LINE INSTALLATION.
 - STORM SHOWN FOR REFERENCE. SEE SHEETS C2.11 & C2.12 FOR STORM LAYOUT INFORMATION.
 - PLACE AN ABOVE GRADE MARKER/STAKE LOCATING THE END OF ALL WATER AND SEWER STUB-OUTS FOR FUTURE PHASE TIE-INS.
 - WATER MAIN PIPING SHALL BE DUCTILE IRON CLASS 350. WATER SERVICE LINE PIPING SHALL BE COPPER OR HDPE PER SPECIFICATION S3.11.00.
 - WATER METERS AND SANITARY SEWER CLEANOUTS SHOULD BE LOCATED SO THEY ARE NOT IN DRIVEWAYS.

- KEYED NOTES:**
- 1 SANITARY SEWER SERVICE LATERAL (DETAIL 5, SHEET C8.01)
 - 2 SANITARY SEWER CLEAN-OUT (DETAIL 9, SHEET C8.01)
 - 3 PRECAST SANITARY MANHOLE (DETAIL 2 AND 6, SHEET C8.01)
 - 4 SANITARY SEWER CONNECTION TO EXISTING MANHOLE (DETAIL 10, SHEET C8.01)
 - 5 FIRE HYDRANT (DETAIL 11, SHEET C8.01)
 - 6 WATER METER (DETAIL 7, SHEET C8.01)
 - 7 VALVE BOX (DETAIL 8, SHEET C8.01)
 - 8 AIR RELEASE VALVE (DETAIL 12, SHEET C8.01)
 - 9 BLOWOFF ASSEMBLY (DETAIL 3, SHEET C8.02)



SANITARY SEWER CHART

MANHOLE ID	MANHOLE TYPE	NORTHING	EASTING	TOP OF CASTING ELEVATION	INVERT IN	INVERT OUT	DEPTH OF MH (FROM TC TO INVERT OUT) (FT.)	NUMBER OF CONNECTIONS	ANGLE OF SEPARATION (DEG.)	STANDARD DRAWINGS
SAMH-1	PRECAST MANHOLE	820829.98	2978887.98	1214.85	1208.05	1208.05	6.80	3	90.0, 90.0	DETAIL 2, C8.01
SAMH-2	PRECAST MANHOLE	820964.68	2978745.59	1216.66	1208.98	1208.88	7.78	3	90.2, 74.2	DETAIL 2, C8.01
SAMH-3	PRECAST MANHOLE	821077.46	2978679.58	1218.01	1209.63	1209.53	8.48	2	143.3	DETAIL 2, C8.01
SAMH-4	PRECAST MANHOLE	821211.95	2978694.47	1219.46	1210.30	1210.20	9.26	2	151.9	DETAIL 2, C8.01
SAMH-5	PRECAST MANHOLE	821452.16	2978859.04	1222.52	1211.62	1211.52	11.00	4	90.0, 180.0, 97.3	DETAIL 2, C8.01
SAMH-6	PRECAST MANHOLE	821148.41	2978921.93	1219.16	1210.15	1210.05	9.11	2	114.1	DETAIL 2, C8.01
SAMH-6A	PRECAST MANHOLE	821131.00	2978970.46	1220.19	N/A	1210.39	9.80	1	N/A	DETAIL 2, C8.01
SAMH-7	PRECAST MANHOLE	821038.67	2979088.34	1219.54	1211.59	1211.49	8.05	2	173.20	DETAIL 2, C8.01
SAMH-8	PRECAST MANHOLE	821166.87	2979184.49	1221.44	1212.36	1212.36	9.08	2	112.7	DETAIL 2, C8.01
SAMH-9	PRECAST MANHOLE	821127.92	2979338.82	1225.71	1213.23	1213.23	12.48	2	166.6	DETAIL 2, C8.01

Item XIII.3.



File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 1	32	\$ 42,867.62	2/19/2007	\$ 39,474.82	Closed
2006-D8	Jeff McKee	Settler's Ridge Phase I	41	\$ 45,344.29	3/20/2007	\$ 41,214.30	Closed
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 2	15	\$ 25,205.92	4/17/2007	\$ 23,273.53	Closed
2006-D19	Butch Rose	Hillcrest Heights	6	\$ 5,140.09	6/19/2007	\$ 4,636.74	Closed
2006-D19	Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$ 76,522.72	8/7/2007	\$ 70,722.51	Closed
2006-D23	Jeff McKee	Settler's Ridge Phase II	7	\$ 18,822.89	11/6/2007	\$ 17,439.89	Closed
2008-D2	Butch Rose	Windridge Phase IV	40	\$ 92,202.29	4/15/2008	\$ 85,648.47	Closed
2007-D7	Jim Nottingham	Riverwatch	29	\$ 47,605.13	4/15/2008	\$ 44,680.99	Closed
2007-D26	George Hunt	Hunts Crossing Phase II	22	\$ 18,375.20	4/15/2008	\$ 16,883.63	Closed
2007-D16	Jerry Petzoldt	Old Island Phase II	59	\$ 118,027.86	5/6/2008	\$ 111,538.58	Closed
2007-D13	Rob McLean	Anchor Point	80	\$ 72,552.51	7/15/2008	\$ 66,603.46	Closed
2008-D1	Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$ 39,418.91	7/15/2008	\$ 31,518.06	Closed
2007-D13	Rob McClean	Anchor Point – Topsail Court (incl in Anchor Point)	0	\$ 3,816.08	8/5/2008	\$ -	Closed
2008-D17	Rob McClean	Stapleton Dr Phase I	7	\$ 8,757.81	8/19/2008	\$ 8,203.18	Closed
-	Ken Bates	Chase Meadows Phase II (amt not paid)	87		8/19/2008	\$ -	Closed
2008-D21	Terry Orth	Autumn Woods Phase I	19	\$ 30,628.25	10/7/2008	\$ 28,588.47	Closed
2008-D10	Gary Alexander	Riverbend Phase I	15	\$ 32,767.17	2/3/2009	\$ 26,351.32	Closed
2009-D15	Terry Orth	Autumn Woods Phase II	51	\$ 97,091.46	9/1/2009	\$ 91,166.09	Closed
2010-D19	Edinburgh Group, LLC	Edinburgh Phase 2, Section 1A	6	\$ 2,852.48	2/2/2010	\$ 2,659.62	Closed
2009-D18	Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$ 34,049.03	3/16/2010	\$ 30,938.04	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2	6	\$ 11,976.02	11/16/2010	\$ 11,116.69	Closed
-	Gary Alexander	Riverbend - Epcon Phase II (tabled 1/10/11)	9		2/1/2011	\$ -	Closed
-	Jane Karst	Jane Karst Subdivision	4	\$ 4,100.78	9/20/2011	\$ 3,799.14	Closed
2010-D21	M & M Builders	Brookton Park Subdivision	7	\$ 2,145.88	9/20/2011	\$ 1,959.94	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2B	11	\$ 9,472.85	10/18/2011	\$ 8,770.02	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2C	14	\$ 20,128.29	4/3/2012	\$ 18,549.10	Closed
2012-D9	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2E	8	\$ 25,177.34	10/2/2012	\$ 23,403.87	Closed
2012-D10	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2F	9	\$ 19,382.60	5/7/2013	\$ 17,792.14	Closed
2012-D12	Edinburgh Group, LLC	Edinburgh Phase 4	17	\$ 65,033.97	7/24/2013	\$ 60,735.18	Closed
2008-D32	Vic Davis	The Summitt at Preston Park Ph. 3	20	\$ 79,327.82	12/3/2013	\$ 70,967.77	Closed
2014-D15	Edinburgh Group, LLC	Edinburgh Phase V	12	\$ 51,965.42	10/7/2014	\$ 48,501.91	Closed
2014-D24	Edinburgh Group, LLC	Edinburgh Phase VII	20	\$ 27,552.51	6/2/2015	\$ 25,162.11	Closed
2016-D2	Edinburgh Group, LLC	Edinburgh Phase 9	6	\$ 5,917.93	5/5/2016	\$ 5,386.74	Closed

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2016-D12	Edinburgh Group, LLC	Edinburgh South PH 2 (listed as PH1)	23	\$ 36,694.42	11/15/2016	\$ 33,722.81	Closed
2016-D7	Edinburgh Group, LLC	Edinburgh Phase 10	10	\$ 38,265.22	3/1/2017	\$ 34,953.21	Closed
2018-D3	Edinburgh Group, LLC	Edinburgh Phase 11	14	\$ 26,250.40	6/19/2018	\$ 23,984.14	Closed
2019-D5	Edinburgh Group, LLC	Edinburgh Phase 12	13	\$ 12,752.16	7/23/2019	\$ 11,619.92	Closed
2019-D18	Edinburgh Group, LLC	Gibson Springs PH1 (Edinburgh South PH3)	19	\$ 38,378.10	10/15/2019	\$ 35,631.30	Closed
2020-D19	Integrity Group	Miller Parke Phase 1	54	\$ 81,823.42	1/19/2020	\$ 73,989.19	Closed
2018-D17	School House, LLC	Cherokee Bend Phase 2	13	\$ 23,332.69	1/21/2020	\$ 21,177.45	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 2	24	\$ 28,924.56	5/5/2020	\$ 26,415.12	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 3	18	\$ 16,261.96	9/22/2020	\$ 14,851.10	Closed
2020-D23	Landstar, LLC	West Gate Phase 1	28	\$ 33,454.08	3/2/2021	\$ 30,551.67	Closed
2021-D1	Landstar, LLC	West Gate Phase 2	26	\$ 42,710.15	7/6/2021	\$ 39,026.03	Closed
2018-D10	Vic Davis	Frylee Court	40	\$ 39,320.60	8/10/2021	\$ 35,286.65	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 1	22	\$ 39,751.16	8/10/2021	\$ 35,885.38	Closed
2021-D21	HVP, LLC	Caymus Yards	28	\$ 15,844.63	8/22/2021	\$ 14,362.93	Closed
2021-D15	Landstar, LLC	West Gate Phase 3	23	\$ 49,433.21	9/17/2021	\$ 45,709.99	Closed
2021-D5	Edinburgh Group, LLC	Evarts Valley (formerly Edinburgh Ph 6)	50	\$ 88,826.99	11/2/2021	\$ 78,968.39	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 2	21	\$ 41,526.07	10/22/2021	\$ 37,898.13	Open
2021-D7	Orth Construction	Hunts Crossing Phase 3	17	\$ 37,073.45	10/22/2021	\$ 33,742.02	Closed
2021-D22	Ken Bates	Magnolia Ridge Phase 1	41	\$ 110,747.35	12/21/2021	\$ 100,715.69	Closed
2021-D23	Integrity Building Group	Miller Parke Ph 2 (formerly Phase 3)	40	\$ 58,858.82	1/18/2022	\$ 52,384.53	Closed
2021-D25	Carla Karst	Cox Valley (Birdwell Place)	58	\$ 153,830.48	4/19/2022	\$ 139,078.33	Closed
2021-D32	TS Designs (Todd Stevens)	St. Andrews Garth Phase 2	25	\$ 41,312.60	2/3/2023	\$ 37,848.08	Open
2021-D22	Magnolia Ridge Development, LLC	Magnolia Ridge Phase 2	51	\$ 47,936.03	9/13/2023	\$ 43,787.28	Closed
2023-D23	Landstar, LLC	Riverbend Townhomes	45	\$ 48,558.97	3/4/2024	\$ -	Open
2023-D28	JTB Construction	Lebanon Meadows	14	\$ 45,899.72	3/25/2024	\$ -	Open
2024-D4	Brickyard TN, LLC	Brickyard Village Phase 1	32	\$ 118,338.91	9/5/2024	\$ -	Open

TOTAL

1,567 \$ 2,450,335.27

\$ 2,039,275.65



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Execution of the MOU with Niswonger Foundation for Project On-Track High-Dosage/Low-Ratio Tutoring Program for Kingsport City Schools

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

Action Form No.: AF-237-2024
 Work Session: September 16, 2024
 First Reading: N/A
 Final Adoption: September 17, 2024
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:
 Approve the resolution.

Executive Summary:

The administration recommends entering into an agreement with the Niswonger Foundation for Project On-Track, which is a High-Dosage/Low-Ratio Tutoring Program. The Memorandum of Understanding between City of Kingsport for its Kingsport City Schools is in accordance with guidelines established by the TN ALL Corps Community Partner Grant. Kingsport City Schools will work with Niswonger Foundation to implement literacy and/or math tutoring for students in grades 1 – 8 who are struggling in the mastery of grade level academic skills and standards.

A budget in the amount of \$149,476.00 has been established. The allocation is listed below. A Budget Ordinance will be forthcoming upon execution of the agreement.

Sevier Middle School	\$42,840.00
Kennedy Elementary	\$26,000.00
Lincoln Elementary	\$14,336.00
Roosevelt Elementary	\$16,800.00
Adams Elementary	\$26,500.00
Site Coordinator Stipends (@ \$4,000.00 per site)	\$20,000.00
Supply Allocation (@ \$600.00 per site)	\$ 3,000.00
Total Allocation	\$149,476.00

The Board of Education approved the agreement on September 10, 2024.

Attachments:
 Resolution

Item XIII.4.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH NISWONGER FOUNDATION FOR PROJECT ON-TRACK TUTORING FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools has partnered with Niswonger Foundation in past years for their Project On-Track Tutoring Program; and

WHEREAS, the administration would like to expand these services to more schools for the 2024-2025 school year; and

WHEREAS, funding will be provided by Niswonger Foundation in accordance with guidelines established by the TN ALL Corps Community Partner Grant; and

WHEREAS, the total budget allocation is \$149,476.00; and

WHEREAS, the Board of Education approved this agreement on September 10, 2024.

Now therefore,

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

SECTION I. That a 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 agreement with Niswonger Foundation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Project On-Track: High-Dosage/Low-Ratio Tutoring Program
TN ALL Corps Community Partner Grant – TN Department of Education
Memorandum of Understanding

NISWONGER FOUNDATION Contact Person: Debra Bentley, Project Director
PARTNER/ Contact Person(s): Dr. Brian Cinnamon and Dr. Holly Flora, Kingsport City Schools
This agreement between the NISWONGER FOUNDATION and the City of Kingsport for its Kingsport City Schools (hereinafter "Kingsport City Schools" is in accordance with guidelines established by the TN ALL Corps Community Partner Grant.
The project partner, Niswonger Foundation, agrees to provide the following services in accordance with the attached budget.

Statement of Work for Kingsport City Schools:

- Scope of Project – Kingsport City Schools will serve as an operational partner of Project On- Track. This partnership is expected to extend from September 1, 2024 through July 31, 2025.
- Personnel – Dr. Brian Cinnamon and Dr. Holly Flora will serve as the overall project coordinators for Project On- Track activities.
- Working Relationship – Debra Bentley, as Project Director, will serve as the primary point of contact between Niswonger Foundation and program partners. The project director 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 successful implementation of high dosage/high impact literacy and/or math tutoring for grades 1-8 at identified site(s) during the 2024-2025 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 Project On-Track team.
3. Tutors will be selected to work with students per TN ALL Corps 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 both literacy and mathematics. Tutor training sessions will be 2-7 hours depending on the content/subject area. Tutors will be compensated at their agreed upon rate of pay for completing training sessions. Tutors will be required to participate in training regarding trauma-informed care practices with compensation provided.
5. Site coordinators, district personnel, and Project On-Track staff members will provide coaching support for tutors in the areas of time management, classroom management, and communication so that tutoring sessions meet the needs of all students.
6. PROJECT ON-TRACK shall comply with T.C.A. § 49-5-413, which requires a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for any person prior to permitting that person having contact with students or entering school grounds when students are present. PROJECT ON-TRACK hereby certifies that PROJECT ON-TRACK will prior to having contact with students or entering on school grounds when children are present successfully completed the required background check or otherwise complied with T.C.A. § 49-5-413(d) and have no disqualifications under T.C.A. § 49-5-413(d).

B. The district will identify and select students in grades 1-8 who are struggling in the mastery of grade level academic skills and standards. Students must be scheduled for a minimum of two 30-minute tutoring sessions per week for a minimum of 12 weeks per semester. Project On-Track and the school district cannot serve students in the same content area during the same tutoring cycle. Districts are requested to provide Project On-Track tutoring supports for Students With Disabilities (SWD) and English Learners. TN ALL Corps requires each district to provide the state identification number for each student served in Project On-Track for the school year.

1. The district will use multiple sources of data and information in selecting the students who will be part of the tutoring program which can include but not limited to 2023-2024 assessment results, beginning-of-year universal screening results, beginning of year assessments, district benchmark results, and teacher recommendations.
2. Instructional materials to be used with Project On-Track students are as follows: Literacy (grades 1-2) – mCLASS Intervention and Boost Reading
Literacy (grades 3-5) – Scholastic "Storyworks" and Lexia Core 5
Literacy (grades 6-8) – Scholastic "Scope" and Lexia Power Up
Math (grades 1-8) – School district's math curriculum materials
3. Instructional activities will be tailored and adjusted based on student performance on previous items and assessments. Each student's family will receive a monthly 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 2024-2025 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 based on the district's discretion.
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.

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. The reimbursement schedule can be monthly, quarterly, or semi-yearly. Site coordinators and tutors will maintain time sheets as required by the district partner. The district/agency may add to the invoice Social

Security and Medicare at 7.65% and actual cost of retirement. Kingsport City Schools will send Niswonger Foundation invoices to the following individual using the contact information provided with emailing of reimbursements highly preferred:

Niswonger Foundation
 ATTN: Pam Cox
 223 N. Main St. P.O. Box 1508
 Greeneville, TN 37744
 Phone: 423.820.8181
 Email: pcox@niswongerfoundation.org
 Budget Allocation

Sevier Middle School	\$42,840.00
Kennedy Elementary	\$26,000.00
Lincoln Elementary	\$14,336.00
Roosevelt Elementary	\$16,800.00
Adams Elementary	\$26,500.00
Site Coordinator Stipends (@ \$4,000.00 per site)	\$20,000.00
Supply Allocation (@ \$600.00 per site)	\$3,000.00
Total Allocation	\$149,476.00

{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 17th day of September 2024.

 PAUL W. MONTGOMERY, Mayor

ATTEST

 ANGIE MARSHALL, Deputy City Recorder

 RODNEY B. ROWLETT, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Amend Existing NASPO Contract AR2488 with Purchase of Ecolane Mobility Customer Smartphone App for Kingsport Area Transit Service (KATS)

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

Action Form No.: AF-246-2024
Work Session: September 17, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Timothy Land
Presentation By: Timothy Land

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport Area Transit Service (KATS) has been using Ecolane scheduling and dispatching software as a service (SaaS) in daily transit operations since 2023. To stay current and relevant in today's public transit industry, and to build upon customer service, KATS is in the position to obtain the Ecolane MOBILITY app. This will give customers the ability to book and modify their rides, as well as the ability to track when their van will arrive. KATS seeks to purchase the customer-based smartphone app MOBILITY by Ecolane for \$14,830.86 by amending existing agreement through SHI International Corporation using NASPO Contract No AR2488. Funding is identified in the FY24 budget (Federal: \$11,864.68 (80%)/ State: \$1,483.09 (10%)/ Local: \$1,483.09 (10%)).

This MOBILITY app was one of a group of optional modules that was listed in the original SHI quote from 2023. KATS opted out of accepting MOBILITY as an option upon entering into contract in 2023 with the understanding that optional modules can be purchased at future dates. (AF-246-2024) (Timothy Land).

Attachments:

1. Resolution
2. Quote
3. Original 2023 SHI/ Ecolane Contract
4. SHI/ Ecolane Quote with all options (2023)
5. SHI/ Ecolane Quote with final options (2023)

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION FOR THE ACQUISITION OF ECOLANE SOFTWARE MOBILITY CUSTOMER SMARTPHONE APP UNDER THE TERMS OF NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS CONTRACT NO.: AR2488

WHEREAS, in August, 2023, the board approved Resolution No. 2024-058 which authorized the acquisition of Ecolane Evolution and MDT Software Licenses and all necessary accessories for scheduling and dispatching utilizing a National Association of State Procurement Officials (NASPO) Contract No.: AR2488, for use by the Kingsport Area Transit Service (KATS); and

WHEREAS, under the terms of the cooperative agreement certain components were optional one of which being the the Ecolane MOBILITY app, which allows customers the ability to book and modify their rides, as well as the ability to track when their van will arrive; and

WHEREAS, City did not include the MOBILITY app as part of the purchase in 2023 but upon further study following implementation of the Ecolane service deems acquisition of the MOBILITY app beneficial for purposes of better customer service; and

WHEREAS, the cost for the MOBILITY app is \$14,830.86 per year; and

WHEREAS, the funding is available in FY24 budget.

Now therefore,

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

SECTION I. That the city manager is authorized to execute an amended purchase order to SHI International Corporation and any other documents necessary and proper for the purchase of Ecolane MOBILITY app and all necessary accessories for the Kingsport Area Transit Service (KATS), in the amount of \$14,830.86.

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

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

Item XIII.5.

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Pricing Proposal
Quotation #: 25174206
Created On: 8/8/2024
Valid Until: 9/7/2024

TN-City of Kingsport

Inside Account Executive

Timothy Land

415 Broad St.
Kingsport, TN 37660
United States
Phone: 423-224-2612
Fax:
Email: timothyland@kingsporttn.gov

John Lloyd

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-624-5956
Fax:
Email: john_lloyd@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Let your customers book and manage their own trips through a feature-rich iPhone or Android Ecolane-branded mobile app. (should the wording "includes Self-Service Trip Booking Website" be added to descriptions) 3rd party charges will apply to credit card Ecolane USA, Inc - Part#: MOBILITY Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960	1	\$14,830.86	\$14,830.86
		Total	\$14,830.86

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Item XIII.5.

MASTER AGREEMENT

(Signature Page)

ECOLANE USA INC., a Delaware corporation ("Ecolane"), and the customer whose name appears below ("Customer") hereby enter into, as of the Effective Date set forth below, this Master Agreement consisting of the Standard Terms and Conditions and Exhibit A, which are attached hereto and incorporated herein for all purposes.

CUSTOMER INFORMATION	
Customer Legal Name	Kingsport Area Transit Service
State of Incorporation / Organization	TN
Type of Legal Entity	
Notice Contact Information	Attn: Timothy Land Kingsport Area Transit Service 900 East Main St. Kingsport, TN 37600 timothyland@kingsporttn.gov 423-224-2612

IN WITNESS WHEREOF, the parties have duly executed this Master Agreement by the duly authorized signatures below as of _____, 20__ (the "Effective Date").

Customer:

Kingsport Area Transit Service

By: *Patrick W. Shull*
Signature
Patrick W. Shull
Printed Name
Mayor
Title

ECOLANE

940 West Valley Road, Suite 1400
Wayne, PA 19087

By: *Miro Gjorgjevski*
Signature
Spiro Gjorgjevski
Printed Name
President
Title

ATTEST:

Amanda Marshall
DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Andrew G. Lawrence
CITY ATTORNEY

ECOLANE MASTER AGREEMENT STANDARD TERMS AND CONDITIONS

This Master Agreement ("Agreement") sets out the terms and conditions pursuant to which Customer may from time to time access, use or license one or more computer software products from Ecolane and obtain from Ecolane such support, professional and other services.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. ORGANIZATION AND RULES OF CONSTRUCTION

1. **Organization.** These standard terms and conditions are divided into five Articles: Article I Organization and Rules of Construction, Article II Definitions, Article III Term License, Article IV Software as a Service (SaaS), and Article V General Terms and Conditions. The terms and conditions in Articles I, II, and V apply during the entire term of this Agreement and to all Licensed Software and Services. Article III applies, in addition to Articles I, II, and V, to all Orders entered into by Customer and Ecolane which identify a Term License. Article IV applies, in addition to Articles I, II, and V, to all Orders entered into by Customer and Ecolane which identify SaaS. The terms and conditions under either Article III or IV will be inapplicable unless Customer and Ecolane contract for a Term License or SaaS governed by them, respectively. It is acknowledged that licenses, or rights to access and use, for a Term and SaaS may operate concurrently from time to time, as selected by Customer on the Orders.

ARTICLE II. DEFINITIONS

2. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth herein:

2.1. "Access Term" means the term for which Ecolane has agreed to provide Customer with Hosting Services pursuant to the applicable Order.

2.2. "Authorized Users" means the Customer's employees, representatives and contractors who have a legitimate need to use the Licensed Software for Customer's internal business purposes, and with respect to contractors, are bound by obligations of confidentiality with respect to the Licensed Software substantially the same as those of Customer under this Agreement.

2.3. "Customer Data" means information, data and other content, in any form or medium, that is inputted into the Hosting Services by Customer or an Authorized User.

2.4. "Derivative Works" means a work based upon or derived from one or more pre-existing works, such as a translation, abridgement, condensation, or any other form

which a work may be recast, transformed, or adapted.

2.5. "Documentation" means, when used with respect to the Licensed Software, all documentation, technical manuals, operator and user manuals, flow diagrams, file descriptions and other written information provided by Ecolane that describes the functions, operational characteristics and specifications of such software.

2.6. "Fees" means the license, subscription, support, professional, hosting or other fees set out in an Order.

2.7. "Hosting Services" means the services offered by Ecolane to establish the Hosted Environment on behalf of Customer, where such Hosted Environment hosts and makes available the Licensed Software to Customer and its Authorized Users of such Licensed Software as a service over the internet.

2.8. "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type, as they may exist anywhere in the world.

2.9. "Law" means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial, or administrative body (whether domestic, international, or foreign), as amended from time to time.

2.10. "Licensed Software" means the computer software products, mobile applications, and other technology which Ecolane licenses to, or grants the right to access and use to, Customer as set out in the applicable Order.

2.11. "Professional Services" means any consulting, implementation, configuration or other professional services that are described in an Order. Support Services and any hosting services are not Professional Services.

2.12. "Services" means the Professional Services and Support Services.

2.13. "Support Services" means those support and maintenance services set forth on Exhibit A.

2.14. "Updates" means all new releases, versions, enhancements, updates, corrections, patches, bug-fixes, or other modifications (regardless of how characterized) to the Licensed Software.

ARTICLE III. TERM LICENSE

3. **Scope of License.**

3.1. Grant. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement and each Order, Ecolane grants Customer a personal, non-

exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in the Order and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on Ecolane's provided hardware, as agreed by the Parties in an Order and in accordance with Sections 7 and 8 of this Agreement; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware in accordance with Section 3.2, the Documentation, and in the number of copies of the Licensed Software permitted by the applicable Order (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

3.2. Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by Section 3.1; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development

competing software product or service or any other purpose that is to Ecolane's commercial disadvantage.

**ARTICLE IV.
SOFTWARE AS A SERVICE (SAAS)**

4. SaaS Services.

4.1. Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement and each Order, Ecolane will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in the Order and for Customer's internal business purposes in accordance with the Documentation. Ecolane shall host the Licensed Software on Ecolane's hardware, during the Access Term, as agreed by the Parties in the applicable Order and in accordance with Sections 7 and 8 of this Agreement.

4.2. Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 4 is a services agreement and Ecolane will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

4.3. Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement and Orders may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Ecolane, nothing in this Agreement or Documentation shall be construed to confer any license to any of Ecolane's intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

4.4. Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other

intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Ecolane's commercial disadvantage.

ARTICLE V. GENERAL TERMS AND CONDITIONS

5. **Orders.** Each time Customer wishes to license, or access and use, Licensed Software from Ecolane or to have Ecolane perform services, the parties will enter into an order specifying (a) the Licensed Software to be licensed by Ecolane to Customer, (b) the Licensed Software to be accessed and used by Customer, (c) the services to be provided, (d) the Fees, and/or (e) the term of such order (each, an "Order"). These Standard Terms and Conditions are hereby incorporated into, and shall apply to, each Order.

6. **Customer Obligations.** Customer is responsible and liable for all uses of the Licensed Software obtained by means of equipment, networks and computing environments provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software and Documentation by its Authorized Users or by any other third party to whom Customer or an Authorized User may provide access to or use of the Licensed Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement. Customer is also responsible for purchasing and licensing from applicable third parties the hardware and software required for operation of the Licensed Software and for maintaining current license and support relationships with such third parties as required to enable Customer's use of

the Licensed Software.

7. Hosting Services.

7.1. Overview. If set out in an Order, Ecolane will provide certain Hosting Services as described herein. During the Access Term, Ecolane shall provide the Hosting Services to Customer in accordance with this Agreement and applicable Order. As part of the Hosting Service, Ecolane is hosting the Licensed Software in the Hosted Environment in order for Customer and Authorized Users to be able to access such Licensed Software.

7.2. Hosted Service Delivery. Ecolane may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosted Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Hosted Services. Ecolane may, in its sole discretion, make any changes to any Hosted Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Ecolane's products or services to its customers, (b) the competitive strength of, or market for, Ecolane's products or services, (c) such Hosted Services' cost efficiency or performance, or (ii) to comply with applicable law.

7.3. Technical Environments. Except as set out otherwise herein or in an Order, Ecolane will bear responsibility for the preparation, hosting, operation and maintenance of all facilities, hardware, software, and for installing and maintaining the Licensed Software (the "Hosted Environment") necessary to provide access to and use of the Hosting Services.

8. Use of Hosted Services.

8.1. Customer Responsibilities. Customer will: (a) be responsible for its and its Authorized User's compliance with this Agreement and for all their acts and omissions as if they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Services and notify Ecolane promptly of any unauthorized access or use of which Customer becomes aware; (d) use Hosted Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all Laws applicable to Customer's use of the Hosted Services; and (f) promptly and fully cooperate with Ecolane and make the necessary personnel and resources available to Ecolane for Ecolane to deliver the Hosted Services, as reasonably requested by Ecolane.

8.2. Usage Restrictions. Customer will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Hosted Service available to, or use any Hosted Service for the benefit of, anyone other than Customer; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Hosted Services, or include any Hosted Service in a service bureau or outsourcing offering; (d) use or permit use of any Hosted Service in contravention of Section 8.4

(Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Hosted Service; (f) attempt to gain unauthorized access to any Hosted Service; (g) permit direct or indirect access to or use of any Hosted Service in a way that circumvents a usage limit; (h) copy a Hosted Service or any part, feature, function, or user interface thereof; (i) copy any Hosted Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Hosted Service; (k) access any Hosted Service in order to build a competitive product or service; or (l) reverse engineer any Hosted Service (to the extent this restriction is permitted by law).

8.3. Technical Requirements. Customer will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Customer is responsible for ensuring that such equipment is compatible with the Hosted Services and complies with all configurations and specifications provided by Ecolane, which may be amended from time to time. Ecolane neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

8.4. Prohibited Uses. Customer will not and will not permit others in using the Hosted Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or Ecolane; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for Ecolane; (d) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Hosted Services; (e) transmit or upload any material through the Hosted Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Ecolane's, or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Hosted Services, networks or servers connected to Ecolane systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Hosted Services; (g) attempt to gain unauthorized access to the Hosted Services, other Ecolane customers' computer systems or networks using the Hosted Services through any means; or (h) interfere with another person's use of the Hosted Services. Ecolane has no obligation to monitor Customer's use of the Hosted Services. However, Ecolane reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable Law, regulation, legal process or governmental request.

8.5. Removal of Content. If Ecolane is required to

third-party rights holder to remove any content or information, or receives information that any content or information provided to Customer may violate applicable law or third-party rights, Ecolane may remove such content or information and/or notify Customer that it must discontinue all use of such content or information, and to the extent not prohibited by law, Customer will do so and promptly remove such content or information from its systems.

8.6. Customer Data. As between Ecolane and Customer, Customer owns the Customer Data. Customer grants to Ecolane and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Customer Data for any lawful purpose, including, but not limited to, as reasonably necessary or useful to perform and improve the Services and for the exercise of Ecolane's rights under this Agreement and for scenarios, including, but not limited to, data sharing to brokers and clearinghouses on behalf of the Customer. Customer warrants to Ecolane that Customer has the right to grant the foregoing license and provide Customer Data to Ecolane in accordance with this Agreement. Ecolane may anonymize and de-identify Customer Data so that it does not identify Customer or any individual, and cannot be used to identify Customer or any individual, and use such data for lawful purposes, including for analytical and benchmarking purposes, for the development of new products and services, and to improve Ecolane's products and services.

8.7. Security. Ecolane will maintain commercially reasonable safeguards designed to protect the security, confidentiality, and integrity of Customer Data. Those safeguards will include measures designed to prevent access, use, modification, or disclosure of Customer Data except: (a) to provide the Hosted Services, prevent or address service or technical problems, or as described herein; (b) as compelled by Law; or (c) as Customer expressly permits in writing. Customer shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by Ecolane for use with the Hosted Services. Customer is liable for all authorized and unauthorized uses of such account credentials.

9. Support Services.

9.1. General. All Support Services are included in purchases of SaaS Services of the Licensed Software for duration of such subscription term set out in the applicable Order. Where Customer has not elected to purchase SaaS Services and instead purchases a Term License, the Support Services must be purchased separately for an additional fee in an Order.

9.2. Limitations. Ecolane has no obligation to provide maintenance and support services, including Updates: (a) for any but the most current or immediately preceding version or release of the Licensed Software; (b) for any copy of Licensed Software for which all previously issued Updates have not been installed; (c) for any software or other products Customer has obtained from any third party; (d) for any Licensed Software that has been modified other than by Ecolane, or that is being used with any hardware, software,

configuration or operating system not specified in the Documentation; or (e) if Customer is in breach under this Agreement.

10. Professional Services.

10.1. Professional Services. If specified in an Order, Ecolane will provide Professional Services to Customer in accordance with the applicable Order. Unless otherwise expressly set forth in an Order, Ecolane will own any deliverables, inventions, work product or other output of the Professional Services, including any improvements, enhancements, configurations, or other derivative works to the Licensed Software.

10.2. Ecolane Personnel. Each party shall appoint an employee to serve as a primary contact with respect to any Professional Services. In the event that any of Ecolane's personnel providing Professional Services do not perform to Customer's reasonable satisfaction, Customer shall promptly notify Ecolane in writing and Ecolane shall take appropriate actions to correct the issue, including and up to removing such personnel and replacing him or her with a suitable replacement. Ecolane is responsible for all Ecolane Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

10.3. Change Orders. If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. Ecolane shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

11. Economic Terms.

11.1. General. Customer shall pay the Fees set out in the applicable Order in accordance therewith.

11.2. Fees and Payment. Customer shall make all payments in U.S. dollars. Unless otherwise expressly agreed to in an Order, payment terms shall net 15 days from the date of invoice, which Customer may pay via ACH. Fees are non-cancelable, non-contingent, and once paid, non-refundable. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

11.3. Rate Changes. The parties agree that for Professional Services provided on a time and materials basis, Ecolane may increase its standard fee rates spe

in the applicable Order upon written notice to Customer; provided, that Ecolane provides Customer written notice of such increase at least 30 days prior to the effective date of such increase. Further, all fees will automatically increase on the expiration of the Initial Term and each anniversary thereafter by the greater of (a) three percent (3%) or (b) one percent (1%) plus increases in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers (CPI-U) All Items Less Food and Energy" as published by the U.S. Department of Labor for All Urban Consumers for the most recently published 12 month period preceding the date on which the increase is calculated.

11.4. Late Fees. If any invoiced amount is not received by Ecolane by the due date, then, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). Ecolane, at its option, may suspend the Support Services or any other obligation arising hereunder, in whole or in part, if Ecolane does not receive all amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

11.5. Taxes. Customer shall be solely liable for any and all taxes arising in connection with its purchases of licenses or services hereunder other than any federal, state, local, or other taxes based on or measured by Ecolane's net income or receipts. Fees under this Agreement are exclusive of federal, state, or local taxes, or other sales, use, value-added, excise, personal property, or other similar taxes.

12. Warranties.

12.1. Limited Warranty. Ecolane represents and warrants to Customer that, during the term of the applicable Order, the Licensed Software will operate substantially in compliance with its corresponding Documentation. Provided, however, Ecolane shall not be in breach of the foregoing warranty or otherwise responsible for any material defects in workmanship, design and material of the Licensed Software ("Defects") arising as a result of any of the following: (a) if the Licensed Software is used other than in accordance with this Agreement or its Documentation; (b) if the Defect is caused by a modification, update, add-on, integration, product, or service not provided by Ecolane; (c) any error or inaccuracy in data or information provided by Customer; or (d) any Customer unlicensed activities. Customer's exclusive remedy, and Ecolane's sole obligation, for the breach of the foregoing warranty shall be for Ecolane to provide commercially reasonable efforts to promptly correct, replace or provide a work around the Defect. Customer shall promptly notify Ecolane of any Defects in writing specifying the nature of the Defect and when it arose, but in no event later than thirty (30) days after the occurrence of a Defect.

12.2. Services Warranty. Ecolane warrants to Customer that it will provide the Services in a professional and workmanlike manner. Ecolane shall not be in breach of the foregoing warranty unless Customer notifies Ecolane in writing of the non-conforming Services within thirty (30) days of Ecolane's provision of such non-conforming Services. Ecolane shall thereafter use commercially reasonable efforts

to re-perform the non-conforming Services so that they are conforming to the foregoing warranty or provide Customer a pro-rated refund for any non-conforming Services. This Section sets out Ecolane's entire obligation and Customer's exclusive remedy in respect of any breach of the warranty set out in this Section.

12.3. Hardware Warranty. Ecolane will pass through and assign to Customer the manufacturer's warranty (if any) for any hardware purchased from Ecolane if such manufacturer permits Ecolane to pass through and assign such warranty to Customer. Ecolane agrees to use commercially reasonable efforts to facilitate any hardware related warranty claim by Customer, but Customer acknowledges that it has no right to make a warranty claim directly against Ecolane for any hardware supplied by Ecolane.

12.4. Customer Warranties. Customer represents and warrants that (a) Customer will use, and will ensure that all users use, each Hosted Service in full compliance with this Agreement, Ecolane's end-user terms of use and all applicable laws and regulations; (b) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by any Hosted Service; and (c) the provision and use of Customer Data as contemplated by this Agreement and any Hosted Service do not and shall not violate any of Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to.

12.5. Mutual Warranties. Each party represents and warrants to the other party: (a) such party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate or company action and do not violate in any material respect the terms of any law, regulation, or court order to which Ecolane is subject, (b) this Agreement is the valid and binding obligation of such party, in accordance with its terms, and (c) such party is not subject to any pending or, to such party's knowledge, threatened litigation or governmental action which could interfere with such party's performance of its obligations hereunder.

12.6. Disclaimers.

12.6.1 EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN SECTION 12, THE SUPPORT SERVICES AND SOFTWARE ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, AND EXCEPT AS SET OUT IN SECTION 12, NEITHER CUSTOMER NOR ECOLANE MAKES, AND EACH HEREBY DISCLAIM, ANY OTHER WARRANTIES TO THE OTHER PARTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. ECOLANE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES

REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE, TECHNOLOGY, OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SUPPORT SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

12.6.2 Customer acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) Ecolane shall not be liable to Customer or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Customer or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) Customer shall include this paragraph, or the substance thereof, in any agreements between Customer and any third party involving the Hosted Services or other Ecolane property.

13. Confidentiality.

13.1. Obligations. Each party (in such capacity the "Receiving Party") shall hold the Confidential Information (as defined below) of the other party (in such capacity the "Disclosing Party") in strict confidence. The Receiving Party shall have the right to use the Confidential Information for the purpose of fulfilling its commitments and obligations to the Disclosing Party and as permitted by this Agreement. Except as permitted in the foregoing sentence or by prior written consent of the Disclosing Party, the Receiving Party shall not use, disclose or distribute to any person, firm or entity any Confidential Information and shall not permit any person, firm or entity to use, disclose or distribute any Confidential Information; provided that the Receiving Party may disclose or distribute such Confidential Information to the following: (i) its officers, employees and directors who have a business need to know such Confidential Information; and (ii) its attorneys, accountants, consultants, agents, independent contractors or professional advisors (the "Receiving Party Agents") who have a business need to know such Confidential Information and are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. The Receiving Party shall be responsible for ensuring that the Receiving Party Agents comply with the terms of this Agreement and shall remain ultimately responsible for the use, disclosure or distribution of Confidential Information by the Receiving Party Agents. Any failure by the Receiving Party Agents to comply with the terms hereof shall constitute a material breach of this Agreement by the Receiving Party. Except in connection with the purposes identified above, the Receiving Party shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of Confidential Information without the prior written consent of the Disclosing

Party.

13.2. Confidential Information. "Confidential Information" means (a) the Licensed Software and non-public Documentation, (b) subject and terms of any and all potential or binding business transactions between the parties, and (c) all oral or written information, of whatever kind and in whatever form, and whether or not marked as "confidential," of the Disclosing Party, its employees, suppliers, or customers, including the identities thereof, that may be obtained from any source as a result of or in connection with this Agreement, as well as all such other information designated by the Disclosing Party as confidential including past, present or future business and business activities, financial information, technical information, products, services, research and development, processes, techniques, designs, financial planning practices, client information (including clients' identities and any client-related data or information), and marketing plans.

13.3. Exceptions. Confidential Information shall not include any information which the Receiving Party can demonstrate (a) is in the public domain through no fault or breach of confidentiality by such Receiving Party, (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (c) was developed independently of, and without the use of or access to, any Confidential Information exchanged pursuant to this Agreement. Despite the obligations of Section 13.1, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the limited extent such Confidential Information is required to be disclosed by the Receiving Party by Law or pursuant to an order of any court or administrative body; provided that, with regard to each such disclosure, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or order, including copies of subpoenas or orders requesting such Confidential Information, shall cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action, and shall not make disclosure pursuant thereto until the Disclosing Party has had a reasonable opportunity to resist such disclosure, unless the Receiving Party is ordered otherwise.

13.4. Ownership. All Confidential Information shall be and remain the sole and exclusive property of the Disclosing Party or its employees, suppliers, or customers, as the case may be. Except as otherwise set forth in this Agreement, neither Ecolane nor Customer acquires any Intellectual Property Rights in the Confidential Information, including any rights to create Derivative Works of any Confidential Information, under this Agreement, except the rights to use such Confidential Information as permitted by this Agreement.

13.5. Unauthorized Disclosure. The Receiving Party shall (a) promptly notify the Disclosing Party if the Receiving Party discovers or is notified of an unauthorized disclosure or release of, or access to, the Disclosing Party's Confidential Information (each, an "Unauthorized Disclosure")

to or by any person obtaining or reasonably believed to have obtained such Confidential Information, or access to such Confidential Information, from or through the Receiving Party, (b) reasonably assist the Disclosing Party in any action taken against the person(s) responsible for such Unauthorized Disclosure, and (c) take immediate corrective action to cease the existing Unauthorized Disclosure and prevent any other or future Unauthorized Disclosures.

13.6. Return of Confidential Information. Upon written request by the Disclosing Party at any time, the Receiving Party shall: (a) turn over to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, or (b) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party.

13.7. Additional Remedies. The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate remedy at Law for a breach by the Receiving Party of its obligations under Section 13 and that such breach may result in irreparable harm to the Disclosing Party. Therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it may have at Law.

13.8. Injunctive Relief. Customer acknowledges that the unauthorized use, transfer, or disclosure of the Licensed Software and Documentation or copies thereof will (1) substantially diminish the value to Ecolane of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render Ecolane's remedy at law for such unauthorized use, disclosure, or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Customer breaches any of its obligations with respect to the use or confidentiality of the Licensed Software or Documentation, Ecolane shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

13.9. Collection and Use of Information.

13.9.1 Customer acknowledges that Ecolane may, directly or indirectly through the services of third parties, collect and store anonymized information regarding use of the Licensed Software and about equipment on which the Licensed Software is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services.

13.9.2 Customer agrees that Ecolane may use such information for any purpose related to any use of the Licensed Software by Customer (whether on Customer's equipment or hosted by Ecolane), including but not limited to: (a) improving the performance of the Licensed Software or developing Updates, or the hosting thereof; and (b) verifying Customer's compliance with the terms of this Agreement and enforcing Ecolane's rights, including all

Intellectual Property Rights in and to the Licensed Software.

14. Proprietary Rights. Except as explicitly provided herein, Customer is not granted any rights or licenses in or to the Licensed Software, the Documentation, and Confidential Information of Ecolane, or any copyright, patent, trade secret or other proprietary or Intellectual Property Rights of Ecolane, and all such rights are and shall remain the exclusive property of Ecolane. Subject to the licenses or rights granted by Ecolane to Customer under this Agreement, Ecolane shall retain all legal and equitable right, title, and interest in and to the Licensed Software and Documentation. The licenses granted herein are personal to Customer. No rights are granted by implication, estoppel or otherwise. Only the rights expressly set out herein are granted. All other rights are reserved.

15. Indemnification.

15.1. Obligation to Defend and Indemnify. Ecolane will defend Customer and its officers, directors, employees, and contractors against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Licensed Software in accordance with this Agreement infringes any United States intellectual property right or misappropriates any trade secret of that third party (each, a "Claim"), and will pay all settlements agreed to by Ecolane and damages awarded against Customer by a court of competent jurisdiction as a result of a Claim; provided, however, Ecolane will have no obligations under this Section 15 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer; (b) use of the Licensed Software in combination with any materials, software, or equipment not supplied to Customer by Ecolane; (c) any modifications or changes made to the Licensed Software by or on behalf of any person or entity other than Ecolane; (d) the use of any version of the Licensed Software other than the most current release made available by Ecolane; or (e) Customer's breach of this Agreement.

15.2. Additional Remedy. If the Licensed Software, or any part thereof, becomes, or in the opinion of Ecolane may become, the subject of a claim of infringement or misappropriation, Ecolane may, at its option: (a) obtain a license for Customer's continued use of that Licensed Software in accordance with this Agreement; (b) replace or modify the Licensed Software so that it is no longer claimed to infringe or misappropriate; or (c) terminate this Agreement and/or any Order, and upon return of the Licensed Software and all copies thereof, refund to Customer an amount calculated as follows: (i) for term licenses or SaaS Services to the Licensed Software, a pro-rated refund of prepaid amounts covering the unused remaining portion of the subscription term set out in the applicable Order, or (ii) for perpetual licenses to the Licensed Software, a pro-rated refund based on a three year useful life of the Licensed Software.

15.3. Conditions. As a condition to Ecolane's obligations under this Section 15, Customer shall (a) promptly give written notice of the Claim to Ecolane; (b) give Ecolane the right to control the defense of such claim

Ecolane's expense (provided, however, that Ecolane shall not agree to any settlement that requires Customer to pay damages or admit liability without Customer's prior written consent); (c) subject to foregoing (b), be permitted at its own expense to participate in any litigation, negotiations, and/or settlements related to a Claim with the counsel of its own choosing at its own expense; and (d) provide Ecolane all available information and commercially reasonable assistance requested by Ecolane in connection with the defense or settling of such Claim.

15.4. Sole Remedy. THIS SECTION 15 SETS OUT ECOLANE'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY IN RESPECT OF ANY INTELLECTUAL PROPERTY CLAIMS AGAINST ECOLANE.

15.5. Customer's Duty. Customer will defend, indemnify and hold harmless Ecolane and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by Customer (including Customer Data), or Ecolane's receipt or use thereof, violates the rights of any third party, including infringes any intellectual property or privacy rights; (b) arising from Customer's breach of Section 8.7; or (c) arising from Customer's failure to comply with applicable law (each of (a) – (c), a "Claim Against Ecolane") and will pay all settlements entered into and damages awarded against Ecolane as a result of a Claim Against Ecolane.

16. Limitations of Liability.

16.1. Exclusion of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST DATA, OR LOSS OF GOOD WILL) ARISING UNDER OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE.

16.2. Damages Cap. IN NO EVENT WILL ECOLANE'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY UNDER, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO ECOLANE PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE LIABILITY.

16.3. Integral Part of Arrangement. Section 15 and this Section 16 allocate the risks under this Agreement between Customer and Ecolane and are viewed by the parties as an integral part of the business arrangement between them.

The pricing and other terms and conditions of this Agreement reflect this allocation of risk and the limitations specified herein.

17. **Inspections and Audits.** Customer shall maintain accurate and complete books and records in accordance with generally accepted accounting principles of all transactions occurring hereunder and its use of the Licensed Software. Customer will, upon at least 30 days' prior written notice, grant Ecolane reasonable access, on Customer's premises, to inspect such records and Customer's computer processing environment(s) in which the Licensed Software is installed or otherwise used to verify Customer's compliance with the provisions of this Agreement; provided that: (a) all such inspections shall take place during Customer's regular business hours, and (b) Ecolane shall use commercially reasonable efforts to ensure that any such inspection does not disrupt Customer's business operations. If Ecolane reasonably determines that Customer is using the Licensed Software in a manner inconsistent with the provisions of this Agreement, in addition to all other rights or remedies Ecolane may have, Customer shall pay to Ecolane on demand the costs of the audit, if any, and the Fees applicable to such inconsistent use.

18. **Term; Termination.** This Agreement commences on the Effective Date and shall continue until terminated in accordance with its terms. This Agreement shall be effective as of the Effective Date and shall apply with respect to any Order entered into between the parties. The term of each Order shall be set forth in the applicable Order, and the term of each Order will automatically renew for subsequent terms of the same length unless written notification of non-renewal is received by the other party at least thirty (30) days prior to the end of the term. Either Customer or Ecolane may terminate this Agreement or any Order, effective upon written notice to the other party, if such other party, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice thereof. Upon termination of this Agreement by Ecolane for Customer's breach, each Order shall automatically terminate. Upon the expiration or termination of any Order, the licenses or rights granted thereunder and the Support Services shall also terminate, and Customer shall cease using and destroy all copies of the Licensed Software and Documentation in its possession or control. No expiration or termination shall affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

18.1. **Customer Data.** Upon termination or expiration of this Agreement for any reason, other than Customer's breach, Customer may request that Ecolane export and provide to Customer available Customer Data. Subject to Customer paying Ecolane for all service fees applicable to such work, Ecolane agrees to provide such services at its then current rates. Notwithstanding the foregoing, after thirty (30) days from termination, Ecolane may delete and destroy all Customer Data without notice or

liability to Customer.

19. **Miscellaneous.**

19.1. **Delay in Performance.** If Ecolane's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Ecolane shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Customer shall remain liable for Fees set out in an Order.

19.2. **Entire Agreement.** This Agreement, including each Order and mobile application terms of use, sets out the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. In the event of any conflict between the Standard Terms and Conditions and any Order, the Standard Terms and Conditions shall control.

19.3. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ecolane's prior written consent, which consent Ecolane may give or withhold in its sole discretion. Any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Ecolane's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. Ecolane may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

19.4. **Force Majeure.** Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including act or omissions of the other party or its contractors or vendors or any act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

19.5. **Survival.** This Section and Sections 3.2, 4.4, 8.6, 11, 12.3, 12.4, 13, 14, 15, 16, 17, 18, 19 and 20 of these Standard Terms and Conditions, as well as any other provisions necessary to interpret the respective rights and obligations of the parties hereunder, shall survive the

expiration or termination of this Agreement or any Order.

19.6. Notices. Any notice, consent, or other communication permitted or required under this Agreement shall be in writing and may be delivered in person, by mail, by nationally recognized courier service or by email to the address or email stated on the signature page of this Agreement. If hand delivered or delivered by courier service, the notice shall be deemed received upon delivery. If by email, the notice shall be deemed received two days after being sent. If sent by mail, the notice shall be deemed received three business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

19.7. No Third-Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

19.8. Amendments. No amendment, modification, or supplement of any provision of this Agreement will be valid or effective unless made in writing and signed by a duly authorized representative of each party by hand in ink.

19.9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to its provisions governing conflicts of Law. Ecolane and Customer hereby consent to the exclusive jurisdiction of state courts of the State of Delaware in connection with any Dispute based on, arising out of, or in connection with this Agreement or any Order, to the extent that any such Dispute is for any reason not resolved pursuant to Section 20.

19.10. Independent Contractors. In making and performing under this Agreement, the parties are acting and will act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect.

19.11. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" and (d) references to "hereunder" or "herein" relate to this Agreement. The section headings in this Agreement are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

19.12. Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, each party has been, or has had the opportunity to be, represented by legal counsel. The

provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties, and this Agreement shall not be interpreted or construed against any party to this Agreement because that party, or any attorney or representative for that party, drafted this Agreement or participated in the drafting of this Agreement.

19.13. Remedies Cumulative. Except as expressly set out in this Agreement otherwise, no right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy unless otherwise specified herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, unless otherwise specified herein, whether now or hereafter existing.

19.14. Severability. Any provision of this Agreement determined to be invalid or unenforceable by a competent tribunal shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

19.15. US Government Rights. The Licensed Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Licensed Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

19.16. Export Regulation. The Licensed Software and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export or release the Licensed Software or Documentation to, or make the Licensed Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Customer shall not install the Licensed Software outside of the United States and at all times shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software or Documentation available outside the US. Customer shall indemnify and hold Ecolane harmless for any claims, losses, damages, or expenses, including attorney and other legal fees, incurred by Ecolane that arise from or are related to any breach of this Section.

19.17. Waivers. A waiver by either party of a breach or violation of any provision of this Agreement shall not constitute or be construed as a waiver of any subsequent breach or violation of that provision, or as a waiver of any breach or violation of any other provision of this Agreement.

19.18. Counterparts. This Agreement and any

Order hereunder may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when any two or more counterparts thereof, individually or taken together, bear the signatures of both parties hereto.

20. **Dispute Resolution**

20.1. Mediation. Except as set forth below, all disputes, claims, or controversy of any nature arising out of or in any manner relating to this Agreement (including, without limitation, disputes initiated by or relating to either Party's affiliates, or any of their respective officers, directors, partners, members, employees or agents) or any Order, and any disputes concerning the validity, enforceability or applicability of this Agreement or any Order to any particular dispute or claim ("Disputes"), will be submitted exclusively first to good faith negotiations between the Parties' respective senior executives for a period of thirty (30) days. In the event a Dispute has not been resolved, after good faith negotiations, the dispute shall first be submitted to mandatory mediation and, if unsuccessful, to mandatory binding arbitration.

20.2. Arbitration. Any Dispute between the parties arising out of or in connection with this Agreement or any Order or their interpretation, performance, termination or alleged breach, shall, at the request of either party, be submitted to binding arbitration in Delaware, and finally resolved in accordance with the rules of arbitration of the Revised Code of Delaware as provided in the Delaware Rapid Arbitration Act, Title 10, Chapter 58, except as otherwise provided in this Section. The disputes will be submitted for binding arbitration to a mutually-agreeable arbitrator for arbitration within forty-five (45) days of a written request for arbitration submitted by either party. If the parties are unable to agree upon a mutually acceptable single arbitrator, the arbitration shall then be conducted by a panel consisting of three arbitrators. Each of the parties shall have the right to designate one arbitrator each, and the two arbitrators so designated shall, within a period of ten (10)

days from the date of their selection, designate in writing the third arbitrator, who shall act as chairperson of the board of arbitration so formed. If within ten (10) days the two named arbitrators fail to agree upon the third, then at the request of either party, the third arbitrator shall be selected under the rules of the Delaware Rapid Arbitration Act. Any issue concerning whether or the extent to which any dispute is subject to this arbitration provision, including issues relating to the validity or enforceability of these arbitration provisions or the applicability of any defense, shall be decided by the arbitrators. In the event this provision is found to be ambiguous concerning its intended scope, the ambiguity shall be resolved in favor of arbitration. The arbitrator has the authority to issue subpoenas. The arbitrator's decision shall be final, binding, and non-appealable and judgement may be entered thereon. Notwithstanding any provision to the contrary contained under Delaware law, the substantially prevailing party shall be entitled to recover the costs of arbitration, including, without limitation, reasonable attorneys' fees, costs, expenses, audit or accounting expenses incurred in the arbitration process.

20.3. Enforcement. Either Party may seek and obtain from a court any injunctive or equitable relief necessary to maintain (and/or to restore) the status quo or to prevent the possibility of irreversible or irreparable harm pending final resolution of mediation or arbitration. Either Party may bring an action in court to enforce an arbitration award. The Parties expressly waive any right to a trial by jury on all Disputes related to this Agreement or any Order.

20.4. Confidential Information and Dispute Resolution. The resolution of disputes between the Parties likely would involve Confidential Information. It is therefore necessary to resolve such disputes in a non-public forum and/or with the greatest possible confidentiality if in a public forum. Accordingly, the Parties agree that all information regarding any mediation or arbitration proceedings, including any settlement or arbitration award, will constitute Confidential Information.

EXHIBIT A

SUPPORT SERVICES/SERVICE LEVEL AGREEMENT

This Exhibit A (the "Service Level Agreement") is made part of and incorporated in the attached Master Agreement.

Overview

Ecolane's Support Services are set forth in this Service Level Agreement. During the term of this Agreement, Ecolane will provide the following support services if the Services do not operate substantially in accordance with the Documentation. Support will be handled via phone, email, and the internet when Ecolane support personnel are not at the customer site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by Ecolane support representatives.

Assignment of Service Request Severity

When a customer has opened a service request and reaches customer support, the Ecolane associate will assess the severity of the request based on the customer's description of the issue. The severity of the service request will be recorded at support.ecolane.com.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Severity	Criteria
Critical	<ul style="list-style-type: none">• Customer's production system is down• Ecolane product is unusable resulting in total disruption of work or other critical business impact.• No workaround is available
High	<ul style="list-style-type: none">• Major feature/function failure• Operations are severely restricted• A workaround is available
Medium	<ul style="list-style-type: none">• Minor feature/function failure• Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	<ul style="list-style-type: none">• Minor issue• Documentation, general information, enhancement request, etc.

Response and Resolution Targets

Ecolane Customer Support response and resolution targets are described below:

Response: When Ecolane Customer Support receives a support request, a support engineer will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and Ecolane has a clear understanding, the ability to reproduce or identify from the system log the issue at hand (support request)

Web: Ecolane will assign a status and severity, and update the service request to let the customer know the request has been received. A Service Request ID # will be assigned immediately when the support request is submitted from the Web.

E-Mail: An automated e-mail reply will be sent immediately after receiving the e-mail request. Ecolane will reply to the e-mail with a Service Request ID # and a time frame when to expect a response or contain a request for additional information.

Phone: Ecolane will answer the call or respond to a call that has gone to voice mail, document product specific information in the service request, provide the customer with a Service Request ID # and begin support activities. Including a roll back to an earlier version if possible and it is likely to solve the issue. Ecolane staff will be available for contact on a twenty-four hour per day, seven day per week basis.

Resolution: An answer, fix or a satisfactory workaround to the support request

Solution: The long-term resolution to the support request, issue or question.

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
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Critical	1 Business Hours	Within 4 hours from actual response	<ul style="list-style-type: none"> • Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
High	8 Business Hours	Within 36 hours from actual response	<ul style="list-style-type: none"> • Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
Medium	24 Business Hours	Within 15 Business Days	<ul style="list-style-type: none"> • Answer to question is provided • Satisfactory workaround is provided • Fix or workaround incorporated into Solution Library • Fix incorporated into future release
Low	72 Business Hours	Within 30 Business Days	<ul style="list-style-type: none"> • Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) • Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts Ecolane Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open	A service request has just been submitted. It may be assigned to an individual or a queue. Ecolane has not responded yet to customer.
Responded	Ecolane has responded to the customer regarding the receipt of the service request and is actively pursuing a resolution.
On Hold	Ecolane is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request. However, service requests may be put on hold for other reasons as well.
More Info Required	Ecolane is waiting for more information to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand.

Closed	<p>Closed status reflect that:</p> <ul style="list-style-type: none">• The customer and the Ecolane agree that a satisfactory resolution has been provided, or• The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or• Ecolane has made multiple attempts to contact the customer that opened the log and the customer has not responded. <p>Electronic service requests (Web, e-mail) may be closed when Ecolane Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>
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Networking, hardware and installed software at the site are the sole responsibility of the customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software is not covered in Support Services.

ADDENDUM TO ECOLANE USA INC MASTER AGREEMENT

This Addendum (herein "Addendum") amends the Ecolane USA Inc., Master Agreement and any and all other terms and conditions as well as 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 Ecolane USA Inc., a Delaware Corporation its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee (herein "City"). 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 intent of the parties that this Addendum shall control. In the event of a conflict between this Addendum and the provisions of the Agreement, the provisions of this Addendum shall, to the extent of such conflict take precedence unless such document expressly states that it is amending this Addendum.
- 2. Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless 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, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* 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 for Users or Third Parties.** Except as provided in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* City is not responsible for Users of the Service, their acts or data, or any acts or data of a third party.
- 4. No Liability of Officials and Employees.** 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 to look solely to City for the satisfaction of any liability of City hereunder.
- 5. Warranty.** Vendor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Vendor. If it does not perform as warranted, Vendor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Vendor. If it cannot correct the products within a reasonable period of time, Vendor shall refund the purchase price of the products. Additionally, services shall be performed in a professional and workmanlike manner in conformance with the representations of Vendor which induced City to secure Vendor's services. Because Tennessee law may not allow City to agree to the disclaimer of warranties, any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
- 6. Purchases.** City, as a governmental entity, can make purchases only pursuant to its procurement requirements, which may require an invitation to bid by vendors and award of the purchase based on competitive bids competitive bids.
- 7. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee

Public Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 7 serves to meet such burden and authorization of disclosure.

8. **Accessibility.** Vendor warrants that the software conforms to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, etc., established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 (WCAG 2.2), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Vendor further agrees to indemnify and hold harmless City from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement. Notwithstanding the foregoing, City acknowledges and understands the legal and practical distinction between 'software' and 'content,' and further agrees that City, not Vendor, shall have sole responsibility for WCAG 2.2 and Section 508 compliance as it relates to content.
9. **Term.** City or Vendor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until ninety (90) days after written notice is delivered by the party terminating the agreement to the other party. City's access to any data in possession of Vendor shall not be restricted or denied until the effective date of the termination. Upon termination, the City shall make payment for any services provided prior to the date of termination. Notices to the City shall be sent to:

Kingsport Area Transit Service
900 East Main Street
Kingsport, TN 37660

Office of the City Attorney
City of Kingsport
415 Broad Street, Ste. 333
Kingsport, TN 37660

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. **Governing Law.** 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.
12. **City's Refusal to Arbitrate, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** 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. Therefore, any reference to the resolution of disputes through arbitration is expressly stricken from the Agreement and City expressly refuses to arbitrate any dispute. 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. 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. The parties stipulate and agree that submission of this agreement shall constitute conclusive proof of their consent to the jurisdiction and venue of the courts named herein. 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.
13. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition

extends to contractual provisions for the 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.

14. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement, and any unused payment made to Vendor shall be returned to City. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Vendor, FPPs, or Payment Processing Partners in relation to any event.
15. **Audit and Liability Associated Therewith.** City as a governmental entity is only permitted to expend those public funds under its authority which have been properly appropriated. Additionally, pursuant to the Constitution of the State of Tennessee is prohibited from assuming risks that otherwise fall on another party or from assuming unknown liabilities. Therefore any requirement that City bear the cost of any audit or any fees associated therewith is hereby stricken from the agreement and of no force or effect. Any use of Vendor's system inconsistent with the provisions of the agreement shall only constitute grounds for termination of the agreement and then only upon City's failure to cure a breach of the agreement. Additionally, Vendor shall indemnify and hold city harmless from any loss or damage that may result from Vendor's audit of City's use of the Licensed Software.
16. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. 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.
17. **Amendment.** Unilateral modification or amendment of the Agreement by Vendor is prohibited and any provision permitting such by Vendor is not applicable to City. Any amendment or modification of the Agreement or 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.
18. **Assignment.** Any assignment or transfer of a right or interest under this agreement shall only be made pursuant to a written agreement between City and Vendor.
19. **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.
20. **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.
21. **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.
22. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

Ecolane USA, Inc.

Miro Gjorgjevski
Signature

8/1/23

Date

Spiro Gjorgjevski

Printed Name

President

Title

City of Kingsport, Tennessee

Patrick W. Shull
Patrick W. Shull, Mayor

8/28/2023
Date

Attest:

Angela Marshall
Angela Marshall, Deputy City Recorder



Approved as to form:

Rodney B. Rowlett III
Rodney B. Rowlett, III, City Attorney



Pricing Proposal
 Quotation #: 23619018
 Created On: 6/21/2023
 Valid Until: 7/28/2023

TN-City of Kingsport

Inside Account Executive

Timothy Land

415 Broad St.
 Kingsport, TN 37660
 United States
 Phone: 423-224-2612
 Fax:
 Email: timothyland@kingsporttn.gov

John Lloyd

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-624-5956
 Fax:
 Email: john_lloyd@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	9	\$1,299.55	\$11,695.95
2 UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$948.60	\$11,383.20
3 Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$0.00	\$0.00
4 Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
5 NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$7,084.75	\$7,084.75

6	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$14,170.74	\$14,170.74
7	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	9	\$1,299.55	\$11,695.95
8	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$14,170.74	\$14,170.74
9	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$7,084.75	\$7,084.75
10	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$0.00	\$0.00
11	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$657.00	\$7,884.00
12	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
13	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	9	\$1,299.55	\$11,695.95
14	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488	1	\$14,170.74	\$14,170.74

Subcontract #: 67960

Note: Year 3

15	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$7,084.75	\$7,084.75
16	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$0.00	\$0.00
17	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3. Allotted 10,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$948.60	\$11,383.20
18	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
19	NOTIFY SMS text message credit bundle (10,000/bundle) Ecolane USA, Inc - Part#: 100-VAL-019-TXT-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Customer will need to purchase additional credits after the initial credit bundle runs out.	1	\$1,854.00	\$1,854.00
20	UDI Setup costs and licenses - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-020-UDI-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$8,497.50	\$8,497.50
21	UDI Additional call flow license - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-021-CFL-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$5,665.00	\$5,665.00
22	UDI Flood Gate messaging license ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-023-FGM-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$5,665.00	\$5,665.00

23	Remote setup and installation. Includes implementation project management, remote server setup, and remote training Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	10	\$1,384.32	\$13,843.20
24	Onsite Operational Review, Training, and Go-live days Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	17	\$1,384.32	\$23,533.44
25	Travel for onsite services Ecolane USA, Inc - Part#: 100-SVC-008-TRV-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	3	\$3,485.52	\$10,456.56
			Total	\$210,967.46

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 23619018
 Created On: 6/21/2023
 Valid Until: 7/28/2023

TN-City of Kingsport

Inside Account Executive

Timothy Land

415 Broad St.
 Kingsport, TN 37660
 United States
 Phone: 423-224-2612
 Fax:
 Email: timothyland@kingsporttn.gov

John Lloyd

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-624-5956
 Fax:
 Email: john_lloyd@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	9	\$1,299.55	\$11,695.95
2 INSPECT annual subscription Ecolane USA, Inc - Part#: 100-VAL-002-INS-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	9	\$222.48	\$2,002.32
3 INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$14,170.74	\$14,170.74
4 NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$7,084.75	\$7,084.75
5 MOBILITY Ecolane USA, Inc - Part#: 100-VAL-021-MOB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$11,864.36	\$11,864.36
6 Upgrade to Agency Branded MOBILITY Ecolane USA, Inc - Part#: 100-VAL-022-WHT-0	1	\$7,084.75	\$7,084.75

Item XIII.5.

Contract Name: NASPO Cloud Solutions

Contract #: AR2488

Subcontract #: 67960

Note: Year 1.

7	Self Service Trip Bookings Website (Included with Mobile App Purchase) Ecolane USA, Inc - Part#: 100-VAL-023-SSV-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$0.00	\$0.00
8	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$0.00	\$0.00
9	Centers View Portal Ecolane USA, Inc - Part#: 100-VAL-012-CEN-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$7,084.75	\$7,084.75
10	Order Importer module - FOR TENN CARE Ecolane USA, Inc - Part#: 100-VAL-020-ORD-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$7,084.75	\$7,084.75
11	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Allotted 30,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$1,668.60	\$20,023.20
12	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
13	2 ECOVISION: 8-Camera System Ecolane USA, Inc - Part#: 120-HAR-008-CA8-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	9	\$2,197.33	\$19,775.97
14	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	9	\$1,299.55	\$11,695.95

Item XIII.5.

15	INSPECT annual subscription Ecolane USA, Inc - Part#: 100-VAL-002-INS-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	9	\$222.48	\$2,002.32
16	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$14,170.74	\$14,170.74
17	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$7,084.75	\$7,084.75
18	MOBILITY Ecolane USA, Inc - Part#: 100-VAL-021-MOB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$11,864.36	\$11,864.36
19	Upgrade to Agency Branded MOBILITY Ecolane USA, Inc - Part#: 100-VAL-022-WHT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$7,084.75	\$7,084.75
20	Self Service Trip Bookings Website (Included with Mobile App Purchase) Ecolane USA, Inc - Part#: 100-VAL-023-SSV-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$0.00	\$0.00
21	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$0.00	\$0.00
22	Centers View Portal Ecolane USA, Inc - Part#: 100-VAL-012-CEN-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2	1	\$7,084.75	\$7,084.75
23	Order Importer module - FOR TENN CARE Ecolane USA, Inc - Part#: 100-VAL-020-ORD-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960	1	\$7,084.75	\$7,084.75

Note: Year 2

24	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2. Allotted 30,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$1,668.60	\$20,023.20
25	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
26	2 ECOVISION: 8-Camera System Ecolane USA, Inc - Part#: 120-HAR-008-CA8-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 2.	9	\$2,197.33	\$19,775.97
27	Ecolane Evolution and MDT Software Licenses Ecolane USA, Inc - Part#: 100-COR-001-EVO-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	9	\$1,299.55	\$11,695.95
28	INSPECT annual subscription Ecolane USA, Inc - Part#: 100-VAL-002-INS-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	9	\$222.48	\$2,002.32
29	INTERACTIVE Ecolane USA, Inc - Part#: 100-VAL-017-IVR-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$14,170.74	\$14,170.74
30	NOTIFY Ecolane USA, Inc - Part#: 100-VAL-003-NOT-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$7,084.75	\$7,084.75
31	MOBILITY Ecolane USA, Inc - Part#: 100-VAL-021-MOB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$11,864.36	\$11,864.36
32	Upgrade to Agency Branded MOBILITY Ecolane USA, Inc - Part#: 100-VAL-022-WHT-0	1	\$7,084.75	\$7,084.75

Item XIII.5.

Contract Name: NASPO Cloud Solutions

Contract #: AR2488

Subcontract #: 67960

Note: Year 3

33	Self Service Trip Bookings Website (Included with Mobile App Purchase) Ecolane USA, Inc - Part#: 100-VAL-023-SSV-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$0.00	\$0.00
34	Customer Service and Feedback moduleLog Ecolane USA, Inc - Part#: 100-VAL-009-FDB-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$0.00	\$0.00
35	Centers View Portal Ecolane USA, Inc - Part#: 100-VAL-012-CEN-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$7,084.75	\$7,084.75
36	Order Importer module - FOR TENN CARE Ecolane USA, Inc - Part#: 100-VAL-020-ORD-0 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3	1	\$7,084.75	\$7,084.75
37	UDI Monthly IVR Costs AnnualizedCustomer Ecolane USA, Inc - Part#: 100-VAL-017-IVR-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3. Allotted 30,000 minutes/month, which is based upon # of trips performed weekly. Overages set at \$0.0484/min.	12	\$1,668.60	\$20,023.20
38	Verizon Data Plan monthly costs for yr. 1* Ecolane USA, Inc - Part#: 100-VAL-029-DAT-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3. Includes 4GB of estimated data shared among 9 tablets. 2 x 2 GB and 6 x 100 MB plans	12	\$331.89	\$3,982.68
39	2 ECOVISION: 8-Camera System Ecolane USA, Inc - Part#: 120-HAR-008-CA8-2 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 3.	9	\$2,197.33	\$19,775.97
40	NOTIFY SMS text message credit bundle (10,000/bundle) Ecolane USA, Inc - Part#: 100-VAL-019-TXT-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1. Customer will need to purchase additional bundles after the initial	1	\$1,854.00	\$1,854.00

Item XIII.5.

credit bundle runs out.

41	Media Kit - ONE TIME FEE Ecolane USA, Inc - Part#: 100-VAL-024-MED-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$3,045.50	\$3,045.50
42	UDI Setup costs and licenses - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-020-UDI-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$8,497.50	\$8,497.50
43	UDI Additional call flow license - ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-021-CFL-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$5,665.00	\$5,665.00
44	UDI Spanish language license option ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-022-SCF-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	2	\$2,832.50	\$5,665.00
45	UDI Flood Gate messaging license ONE TIME FEE Ecolane USA, Inc - Part#: 200-VAL-023-FGM-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	1	\$5,665.00	\$5,665.00
46	Remote setup and installation. Includes implementation project management, remote server setup, and remote training Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	10	\$1,384.32	\$13,843.20
47	Onsite Operational Review, Training, and Go-live days Ecolane USA, Inc - Part#: 100-SVC-004-BRZ-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	17	\$1,384.32	\$23,533.44
48	Travel for onsite services Ecolane USA, Inc - Part#: 100-SVC-008-TRV-1 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 67960 Note: Year 1.	3	\$3,485.52	\$10,456.56
			Total	\$413,787.86

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Purchase Nine (9) 72-Passenger Blue Bird School Buses from Central States Bus Sales, Inc., Utilizing the Sourcewell Contract

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

Action Form No.: AF-250-2024
Work Session: September 17, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Fleet/Transportation
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
The administration recommends the purchase of nine (9) 72-passenger Blue Bird Bus school buses utilizing Sourcewell contract number 063020-BBB from Central States Bus Sales, Inc. The unit cost is \$166,408.00 each, for a total cost of \$1,497,672.00.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will be from the Fleet Replacement Fund.

- Attachments:**
- 1. Resolution
 - 2. Fleet Recommendation
 - 3. Quote/Specs
 - 4. Sourcewell Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CENTRAL STATES BUS SALES, INC., FOR NINE 72-PASSENGER SCHOOL BUSES THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO. 063020-BBB

WHEREAS, staff recommends the purchase of nine (9) 72-passenger Blue Bird Bus school buses for use by Kingsport City Schools from Central States Bus Sales, Inc., utilizing Sourcewell Cooperative Purchase Agreement No. 063020-BBB; and

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

WHEREAS, in order to purchase the bus, a purchase order needs to be issued to Central States Bus Sales, Inc., in the amount of \$1,497,672.00; and

WHEREAS, funding will be from the Fleet Replacement Fund.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order for nine (9) 72-passenger Blue Bird School Buses for use by Kingsport City Schools from Central States Bus Sales, Inc., utilizing Sourcewell Cooperative Purchase Agreement No. 063020-BBB for a total purchase cost of \$1,497,672.00, which will be funded by Fleet Replacement Funds, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 17th day of September 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Sandra Sloan, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: August 21, 2024
Re: Fleet Replacement units 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969 and 1970 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969 and 1970 for the total purchase price of \$1,497,672.00 (\$166,408.00 each). These units meet the expectations of the School Transportation and will fulfill the requirements of their operational needs. These units will be purchased through the Sourcewell Contract # 063020-BBB. A copy of the Sourcewell Contract is attached. The estimated delivery is 8-10 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	9	Blue Bird 72 Passenger School Buses	Central States Bus Sales	City/ Hwy

These units will be a Fleet Replacements

The units listed below will be replaced and disposed of utilizing the current approved City process. The Sourcewell offerings were reviewed by Tommy Starnes and he is in agreement with this recommendation.

Fuel Economy Improvement

N/A

Sourcewell Contract # 063020-BBB

Replacements

1962	2012 Blue Bird 72 Passenger Bus	Mileage	110,990
1963	2012 Blue Bird 72 Passenger Bus	Mileage	132,061
1964	2012 Blue Bird 72 Passenger Bus	Mileage	144,434
1965	2012 Blue Bird 72 Passenger Bus	Mileage	128,868
1966	2012 Blue Bird 72 Passenger Bus	Mileage	120,459
1967	2012 Blue Bird 72 Passenger Bus	Mileage	94,718
1968	2012 Blue Bird 72 Passenger Bus	Mileage	110,684
1969	2012 Blue Bird 72 Passenger Bus	Mileage	137,169
1970	2012 Blue Bird 72 Passenger Bus	Mileage	154,474

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

Blue Bird Body Company - Sales Quotation

Quote 233999 - Kingsport

Market	PLBT	Prod Code	Length	Capacity	Chassis	Wheelbase	Qty	Promise Date
US School Bus	T3FE	RG	3603	72	BB-T3FE	211.0	9	07/10/2025

Quoted To: Kingsport
 1701 E Center St
 Kingsport TN 37664

Quoted By: CENTRAL STATES BUS SALES, INC.

P O Numbers: , , , , , , ID224823, ID224823

Quantity	Base Model / Feature	Description
9	T3FE 3603	ALL AMERICAN

Quote Id: 233999	Standard Options	
1	00198-02	LATCH, LOCKING, DOOR BATTERY CMPT
1	00374-01	RETAINER REAR EMERG DOOR
1	00984	PLYWOOD FLOOR SCREWED DOWN
1	01561	EMERGENCY DOOR ARROWS
1	02230	DOOR SWITCH, STEPWELL LIGHT
1	02324	EXTERIOR SOLID NSBY
1	02325-18	LOGO, BIRD ONLY, VINYL, BLACK
1	02449-12	GALVALUME I/S PNL, FULL HEM, TEXTURIZED
1	02836-14	SEAT BELT, DRV, 3 PT, SINGLE RETRACT, BLACK
1	03110	GRIP HANDLES
1	03118-05	INSULATION, STEPWELL, NR 3
1	03183-01	VISOR, ACRYLIC, LEFT SIDE, ADJUSTABLE
1	03315-01	2 PC CURVED TINTED W/S
1	03471-12	77IN HEADROOM FORWARD CONTROL
1	06266-01	UNDERCOAT, MODIFIED WAX, PREMIUM
1	30001	ACCESSORY POWER SOCKET W/CAP, BATTERY
1	30056-18	HOSE, HTR, EPDM, W/CT CLAMPS
1	30102-15	LIGHTS, CL/MK, LED, 2 AMBER, 2 RED
1	30103-10	LIGHTS, ID, GROMMET MOUNT, LED
1	30105-10	LIGHTS, MKR, LED, INTERMEDIATE
1	30116-05	LIGHTS, DIRECTIONALS, RR, AMBER LED
1	30120-03	LIGHTS, DIR, FRONT AMBER LED
1	30123-02	HEADLAMPS, LED
1	30173-06	LIGHT, 4" LED, STOP/TAIL, VANDAL RESIST
1	30175-03	LIGHT, 7" STOP/TAIL, LED
1	30176-07	LIGHT, 4" BACKUP, LED, VANDAL RESIST
1	30199-01	SYSTEM, WARN, 8-LGT, SEQ
1	30210-02	SWITCH, W/L MASTER, LOC, RH
1	30210-04	SWITCH, W/L START, LOC, RH
1	30210-10	LIGHTS, PILOT, W/L SYSTEM, LOC, RH
1	30210-18	SWITCH, DOOR CONTROL, LOC, RH
1	30211-04	CONTROLS, CONFIG, W/L, OPT #4, 8-LGT, RH
1	30218-02	SWITCH, W/L, MASTER, GREEN PILOT
1	30225-01	SWITCH, W/L START, MANUAL
1	30228-02	INDICATOR, W/L SYSTEM, AMBER/RED
1	30295-05	LOCATION, STOP ARM, FRONT
1	30316-01	WIRING, W/L SYSTEM, 14 GA
1	30331-01	CIRCUIT PROTECTION, FUSES
1	30400-01	PAINT, INTERIOR, ASTRO WHITE

1	30430-02	VINYL,REFL,RR EMER DR YELLOW,3M
1	30483-25	MIRROR,EXT,OPEN VIEW,SPLIT SYSTEM
1	30484-15	MIRROR,CROSSVIEW,EYE-MAX LP
1	30529-02	3" REFLECTOR,STANDARD,3M DIA GRADE
1	30921-03	LATCH,NON-LOCKING,ACCESS DOOR
1	30945-12	BODY CONSTRUCTION FM/CMVSS 221
1	30960-06	STEPWELL, GALVANIZED
1	31015-02	DOOR,EMERGENCY,REAR,2 WINDOW
1	31021-01	COVERING,FLOOR,RUBBER,BLACK
1	31024-02	TRIM,AISLE,ALUMINUM
1	31026-02	STEPTREAD,VINYL,RIBBED
1	31027-01	STEPTREAD,VINYL,BLACK
1	31049-08	HANDRAIL,ENT DR,BARRIER,22.75-23.25
1	31114-01	END CAP,RUB RAIL,STAMPED STEEL
1	31188-01	GLASS,ENT DR,LOWER,CLR,TEMP
1	31189-01	GLASS,ENT DR,UPPER,TEMPERED
1	31200-47	WINDOW ASSY,DRVR,CLEAR,TEMP
1	31201-03	BUZZER,REAR EMERG DOOR
1	38105-31	CAMERA,SYSTEM,BACK UP VIEW
1	40000-13	AXLE,STEER,HENDRICKSON NXT,13200 LBS
1	40004-12	SUSPENSION,SPRG,FRT,SOFTEK,13200
1	40011-01	SPACER BLOCK,FRT SPRING
1	40018-65	AXLE,REAR,S21-140,5.29
1	40048-02	LUBRICATION,OIL,PETROLEUM,AXLE
1	40086-04	BUMPER,REAR,STEEL
1	40088-01	BUMPER,FRONT,STEEL 12IN
1	40098-01	CRUISE CONTROL
1	40108-01	HOSE,COOLING,SILICONE,W/CONST TRQU CLAMP
1	40111-02	FLUID,TRANSMISSION,SYNTHETIC
1	40111-11	ANTIFREEZE,ES COMPLEAT,CUMMINS (BLUE)
1	40171-09	GOVERNOR,ROAD SPEED,75 MPH
1	40215-18	EXHAUST,PRIMARY,SING CAN A/T,CUM
1	40233-09	FILTER,FUEL,FRAME MOUNTED
1	40241-01	FUEL SYSTEM,DSL,60 GAL BFR RH FILL
1	40280-04	GAUGE,SPEEDOMETER, MILES
1	40356-13	TIRE,KUMHO,11R22.5,LRH,KRS12E
1	40390-14	BALANCE FRONT WHEELS
1	40432-14	TRANS,ALLISON,2500PTS 5 SPD
1	40440-23	WHEELS,STEEL,8.25X22.5,BLK,5HH
1	40452-05	WHEELBASE,211 IN

Quote Id: 233999		Optional Features
		----- CHASSIS -----
1	01502	INSULATED DRIVERS AREA
1	07814	LOOM BATTERY CABLES COMPLETE
1	40005-22	SUSPENSION, SPRG, REAR, 1-STAGE, 21000
1	40051-07	BRAKE INTERLOCK, PARKING, AIR BRAKES
1	40052-03	ADJ, SLK, AUTO, MERITOR
1	40053-03	CHAMBERS, BRAKE, AIR, WABCO
1	40070-07	BRAKES, AIR, MERITOR, 6" FRT/7" RR
1	40076-01	BRAKES, ANTI-LOCK (ABS), AIR
1	40081-01	DRYER, AIR, BENDIX AD-9
1	40081-04	VALVE, DRAIN, MANUAL, AIR TANK
1	40134-07	ALTERNATOR, LEECE-NEVILLE, 240 AMP, AVI 160
1	40141-04	BATTERY COMPARTMENT, ROLLER TRAY, CHAS MTD
1	40142-04	BATTERIES, TWO 8D
1	40165-07	TORQUE MGNT, SPL070 DRIVELINE
1	40168-01	HEATER, ENGINE BLOCK, INTERNAL, 750W
1	40179-80	ENG, CUM B6.7, DSL, 220HP@600LB-FT, EPA
1	40216-08	T/PIPE, UNDER BUMPER, T/DOWN, 90 DEG
1	40411-01	TOW HOOKS, FRONT
1	40411-02	TOW HOOKS, REAR
		----- BODY -----
1	00222	EMERGENCY O/S RELEASE AIR PWR DRS
1	00252	STEPWELL PROTECTION
1	00374-02	RETAINER SIDE EMERG DOOR LH
1	00429	EMERGENCY DOOR LS 28IN
1	00505-05	FUEL TANK DOOR, SPRING-LOADED, LOCKING
1	02679	EXTEND WINDOW RAIL
1	02683	EXTEND SEAT RAIL
2	30030-29	VENT, ADVANTAGE, STANDARD
1	30060-01	HEATER, 12K, DRIVERS
1	30060-21	HEATER, 80K, LH, REAR, F/M
1	30195-12	MONITOR, UNIV., EXTERIOR LT, DORAN
1	30245-06	GUARD, STROBE LIGHT
1	30286-02	WIRING, CROSSING ARM, ELECTRIC
1	30296-18	S/ARM, AIR, H/I, REFL, LED, STROBE
1	30298-01	ALERT SYSTEM, REAR, MOTORIST
1	30328-07	BREAKER, ADDITIONAL, 20 AMP IGNITION
1	30337-07	INSULATION, BODY, POLYESTER/FIBERGLASS
1	30448-02	LABEL, INSTRUCTION, CHILD CHECK SYS
1	30450-01	DECAL, CLEAN IDLE, EPA ONLY
1	30456-08	MIRROR, REARVIEW, INT 6X30, W/MONITOR
1	30481-01	MIRROR, REARVIEW, REMOTE CONTROL
1	30482-06	HEATED MIRROR, EXT, 15 MIN TIMER
1	30756-01	HOLDER, CERTIFICATE, 7-5/8 X 9-1/4
1	30797-01	ARMREST, RH, DRIVER, SEAT, NATIONAL
2	30857-54	UPH, FIRE BLOCK, GRAY, BARRIER
1	30905-05	CONSOLE MOUNT, ARM REST
1	30959-03	PANEL, SIDE, 16 GA, 19 3/4 SKIRT
1	30977-16	DOOR, ENT, OUTWARD OPENING W/AIR ACTUATOR
1	30978-07	DOOR CONTROL, AIR PWR, LATCH SW, 3-POS
1	30981-03	LOCK, SECURITY, ENT DOOR
1	31116-07	RUB RAILS, SIDE EMERGENCY DOOR
1	31156-05	LIGHT, STEPWELL, LED, ADA
1	31184-03	GLASS, RR EMER DR, LWR, DK TINT, TEMP

1	31185-03	GLASS,RR EMER DR UPR,DK TINT,TEMP
1	31187-03	GLASS,REAR VISION,DK TINT,TEMP
4	31193-27	WINDOW,S/S,P/O,12",TEMP,TINT
19	31202-29	WINDOW,S/S,12",TEMP,TINT
		----- ELECTRICAL -----
1	00741-02	CIRCUITS,SPARE,BODY HARN,TWO,14 GA
1	01922-04	DAYTIME RUN LGTS,W/O P/BRAKE DEACTIVATE
2	30029-01	WIRING,VENT,ROOF HATCH,BUZZER
1	30057-02	SWITCH,NOISE SUPPRESSION,LATCHING
1	30117-21	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	30121-03	WIRING,DIR,SIDE,FRONT,BELTLINE
1	30151-05	LIGHTS,DOME,120 LUMENS,LED
1	30155-03	LIGHT,1 DOME,DRIVERS,LED,SEPARATE SW
1	30158-03	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	30165-04	LIGHT,RED,OVER R.E.D. OR R.E.W.,LED
1	30165-05	LIGHT,DOOR,RED OVER L/H S.E.D.,LED
1	30184-01	ARM CONDITION,PTI,NOT ACC MAINTAINED
1	30185-02	MONITOR,POST TRIP INSPECT,DORAN
1	30186-01	ARMING,PTI,WARNING LIGHTS
1	30187-01	ALARM CONDITION,PTI,ENT DOOR OPEN
1	30188-01	ALARM INDICATION,PTI,HEADLIGHTS & HORN
1	30196-05	HOODS,WARNING LIGHTS,INDIVIDUAL
1	30200-19	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	30201-01	SEQUENCE,W/L SYSTEM,SEQUENTIAL
1	30210-06	SWITCH,STOP/CROSS CANCEL,LOC,RH
1	30227-01	SWITCH,W/L SYS,CANCEL,CROSS ARM
1	30244-02	LOCATION,STROBE,4 FEET FROM REAR OF ROOF
1	30245-10	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	30246-03	CONTROL,STROBE,S/CONT,W/PILOT
1	30249-03	ACTIVATION, HEADLAMP FLASH W/WARN LGT
1	30260-25	RADIO,AM,FM,MP3,USB,SD,MMC,BT WITH PA
1	30269-06	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	30269-10	SPEAKER,O/S,UND FLR,W/WIRING
1	30286-04	WIRING,MAGNETIC LATCH,CROSSING ARM
1	30292-11	MAGNETIC LATCH,CROSSING CONTROL ARM
1	30297-10	WIRING,S/ARM,AIR W/INDEP FLSHR
1	30310-02	HORN,BACKING SAFETY,112 DB
1	30315-01	WIRING,DRIVERS SEAT,HEATED
1	30325-04	POWER,BAT CONTROL,DOME LIGHTS
1	31166-03	IGNITION CONTROL FOR STEPWELL LGT
1	31201-05	BUZZER,L/H SIDE EMERG DOOR
1	31201-09	BUZZER,MID SEC,P/O WINDOW
4	31201-10	WIRING,P/O WINDOW,DRS BUZ ONLY
1	40453-02	ELECTRONIC STABILITY CONTROL
1	40493-16	PROGRAM,TCM,F/S 2.0,GHG
		----- PAINT -----
1	02330-03	PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
1	06306-02	DECAL,SIDE EMERGENCY DOOR
1	30361-04	LETTERING,BATTERY
4	30365-01	LETTERING,EMERGENCY EXIT,ABOVE EXIT
2	30365-02	LETTERING,EMERGENCY DOOR,ABOVE EXIT
6	30366-01	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK
6	30366-02	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
1	30385-05	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
1	30395-02	BACKGROUND,WARN LGT,3" BLACK
4	30430-04	VINYL,REFL,P/O WINDOW YELLOW,3M

1	30430-07	VINYL,REFL,2IN SIDE YELLOW,3M
1	30430-08	VINYL,REFL,1.75 IN RR YELLOW,3M
1	30430-11	VINYL,REFL,SD EMER DR YELLOW,3M
1	30430-62	VINYL,REFL,SB SIGN,FRT/RR YELLOW
		----- SEATS -----
1	30784-09	PANEL,MODESTY,BARRIER,ENT DOOR
1	30796-18	SEAT,DRV,NATIONAL,AIR,W/HEAT CUSH,CHAR
1	30815-02	CUTTER,SEAT BELT,TIE-TECH
2	30820-09	BARRIER, 39 INCH HIGH BACK
24	30852-05	MODULE,SEAT,COLOR,GRAY
20	30869-03	SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
3	30869-04	SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
1	30869-05	SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U
1	30906-03	COMPARTMENT,DOCUMENT,BARRIER MTD
		----- ACCESSORIES -----
1	00161	EMERGENCY EQUIPMENT CMPT,UPR FRONT
1	00582	FLAPS FRONT, FULL LENGTH
1	00586	FLAPS REAR WITH BB LOGO
1	00661-01	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	00754	TRIANGULAR WARNING DEVICE FLOOR
1	04427	AIR HORN ROOF MOUNTED
1	30600-01	FAK,MULTI-STATE,POLY
1	30675-01	BODY FLUID KIT,TENNESSEE
1	30905-03	HOLDER,CUP
1	31300-26*	WARRANTY, SILVER 3/10
1	40213-07*	ENGINE EMISSIONS CONTROL,EPA,2024
		----- INTERIOR -----
1	00986-12	FLOOR,PLYWOOD,5/8" TREATED
1	01507-02	ACOUSTIC HEADLINING FULL LENGTH
1	03183-11	EDGE TRIM,PADDED,BLACK VINYL,VISOR
1	30026-02	FAN,AUXILIARY,UPPER LEFT,6"
1	30026-03	FAN,AUXILIARY,UPPER CENTER,6"
		----- EXTERIOR -----
1	31198-02	GLASS,SIDE EMER DR,DK TINT,TEMP
		----- WARNING SECTION -----
1	30292-16	CONTROL ARM,CROSS,BEHIND BUMP,ELEC,POLY

Quote Id: 233999		Dealer Options
0		

* Indicates a non-discountable option

Quote Id: 233999		Additional Feature Information
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3036104	LETTERING,BATTERY Color Code A: BLACK User Location: CENTERED ON BATTERY BOX DOOR Lettering: BATTERIES Size: 2
3060001	FAK,MULTI-STATE,POLY User Location: Kingsport TN
3085205	MODULE,SEAT,COLOR,GRAY Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I Category: Fire-Block, Fire-Block Color Code A: GRAY, Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY

Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U
 Category: Fire-Block, Fire-Block
 Color Code A: GRAY,
 Size: Fire-Block, Fire-Block

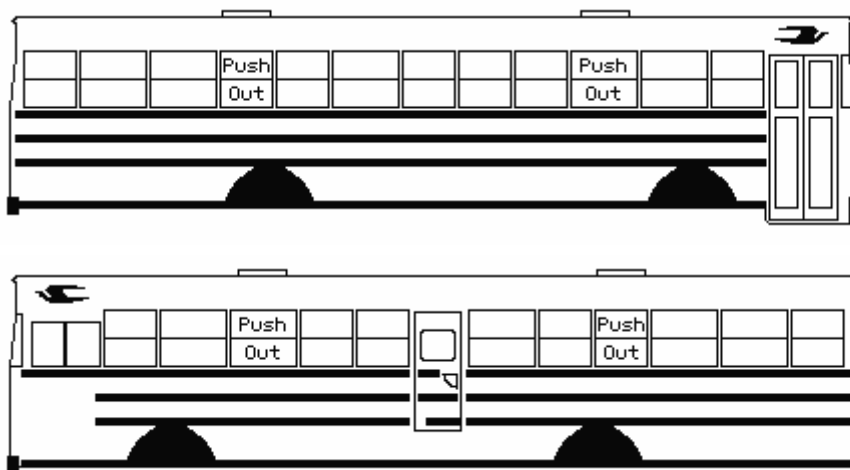
3085205

MODULE,SEAT,COLOR,GRAY
 Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U
 Category: Fire-Block, Fire-Block
 Color Code A: GRAY,
 Size: Fire-Block, Fire-Block

Quote Id: 233999	Lettering / Bus Number
Lettering BLBS	Black Lettering 6" KINGSPORT CITY SCHOOLS
Bus Numbers	, , , , , , , ,
Locations/Color/Size	NONE / NONE / NONE letters
	NONE / NONE / NONE letters
	NONE / NONE / NONE letters
	NONE / NONE / NONE letters

Quote Id: 233999 Body Plan / Seat Plan Information

Body Plan: 5013978

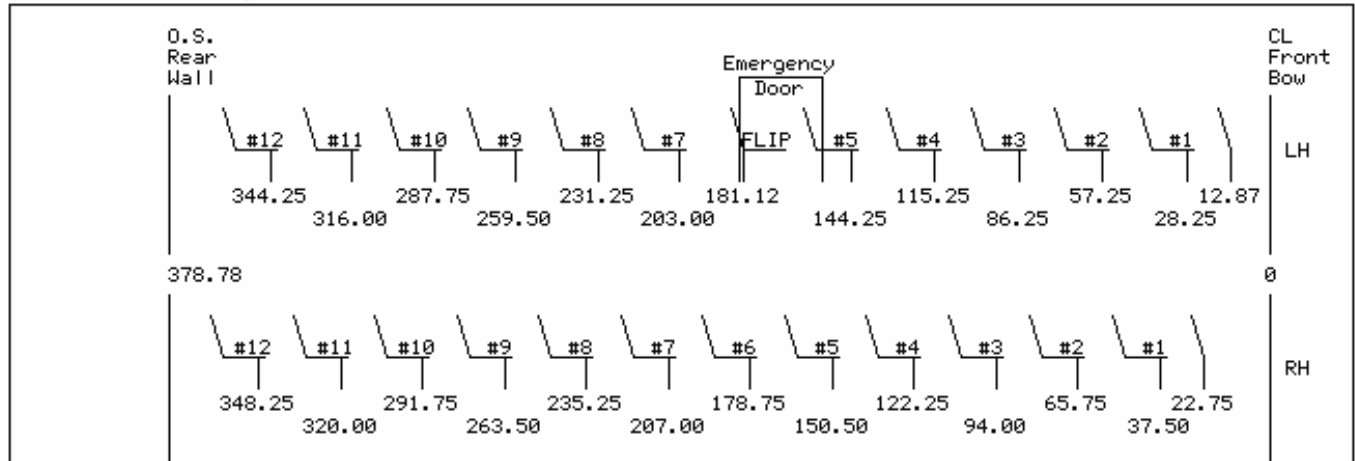


Seat Plan: 34586

SP: 34586 T3FE 3603, 72 CAP



Quote Id: 233999 Seat Plan Spacing Chart



Row	RH Seats	LH Seats
1	39ICVQS	39ICVQS
2	39ICVQS	39ICVQS
3	39ICVQS	39ICVQS
4	39ICVQS	39ICVQS
5	39ICVQS	39ICVQSFM
6	39ICVQS	39ICVQSFS
7	39ICVQS	39ICVQS
8	39ICVQS	39ICVQS
9	39ICVQS	39ICVQS
10	39ICVQS	39ICVQS
11	39ICVQS	39ICVQS
12	39ICVQSRR	39ICVQSRR

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 29.00, 28.25
 LH Knee Clearance: 27.00, 26.25

RH Seat Spacing: 28.00
 RH Knee Clearance: 26.25

T3FE 3603

Capacity	72
Seat Plan #	34586
Wheelbase	211.0

T3FE3603 IMMI 3PT SED6L

DO NOT SCALE



July 26, 2024

Mr. Steve Leonard
Kingsport City Schools
625 West Industry Dr
Kingsport, Tennessee 37660

Dear Mr. Leonard:

Per our conversation, we are currently under contract with Sourcewell for the purpose of supplying Blue Bird buses throughout the State of Tennessee. Using the Sourcewell published pricing, we can provide you with three (9) 72-passenger Blue Bird All American, Type D diesel-powered school buses at \$166,408.00 each for a total of \$1,497,672.00. Delivery is estimated to be in approximately 8-10 months after receipt of a purchase order.

All you need to do to finalize the transaction is to issue a purchase order to us for the amount stated above and reference the Sourcewell contract number 063020-BBB. We will then order the bus through Sourcewell and provide any documentation necessary to finalize the order.

Regards,

Ryan Blake
Sales Manager

RB/sm



Solicitation Number: RFP #063020

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blue Bird Body Company, 3920 Arkwright Road Suite 200, Macon, GA 31210 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities). Participating Entities will purchase Vendor's equipment, products, or services through an authorized independent dealer of Vendor's products ("Participating Dealer") who will sell to Participating Entities in accordance with this Contract and such additional terms and conditions as may be negotiated between the Participating Entities and the Participating Dealers (such terms and conditions may not be less favorable to the Participating Entity than this Contract and Vendor's Proposal).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 15, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor's products and services will only be sold to Participating Entities by and through Participating Dealers. Participating Dealers will provide

the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Participating Dealers may offer close-out or refurbished Equipment or Products if they are clearly indicated in Participating Dealer's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site by the Participating Dealer.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants its products to be free from defects in material and workmanship under normal use and service within the limits described in the Standard Warranty statement provided in the Request for Proposal ("RFP"). Participating Dealers must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer of the product or component. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list and it is understood that Products and Services under this Contract may be purchased only from and through Participating Dealers, and that Participating Entities will submit orders under this contract only to Participating Dealers.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Shipping costs and sales tax will be determined between Participating Entities and Participating Dealers and will be included in any pricing quote provided by a Participating Dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. DELIVERY AND INSPECTION. Participating Entities and Participating Dealers will determine the time, mode, and location for delivery and inspection of purchased Equipment and Products. The handling of any damage or defects noted by the Participating Entity either during or after the vehicle is delivered to the Participating Entity is the responsibility of the Participating Dealer. Any policy as it relates to returns and return shipping will be determined between the Participating Entity and the Participating Dealer. Regardless of any other agreement, the Vendor does not accept any returns of school buses.

The Participating Dealer has the responsibility to ensure that all Equipment, Products and Services sold under this Contract meet the Participating Entities specifications and/or specifications set by state and local governing bodies, or that exceptions to these specifications have been agreed upon in writing between the Participating Entity and the Participating Dealer. Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products to its Participating Dealers, who in turn provide the substandard or inferior Equipment or Products to Participating Entities in the same condition provided to it by Vendor.

B. SALES TAX. Each Participating Entity is responsible for supplying the Participating Dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Pricing provided in Vendor's Proposal does not include sales tax.

C. HOT LIST PRICING. At any time during this Contract, Participating Dealers may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When a Participating Dealer determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell by Vendor in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities. Discounts greater than those listed in the Contract may be available for quantity buys, off-peak season buys, or quotes that exceed base option content listed in the contract pricing. Any such discount will be offered by Participating Dealers on a case-by-case basis.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract through Participating Dealers. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Dealer's employees may be required to perform work at government-owned facilities, including schools. Participating Dealer's employees and agents

must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the Participating Dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell, Vendor and Participating Dealers. Typically, a Participating Entity will issue an order directly to the Participating Dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor or Participating Dealer performance, Participating Entity payment, and any applicable warranty periods or other Vendor, Participating Dealer, or Participating Entity obligations may extend beyond the term of this Contract.

Acceptable forms of payment will be determined between Participating Dealer and Participating Entity. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity, Participating Dealer and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity, Participating Dealer and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Participating Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order. Vendor bears no liability for the Participating Dealer's performance bond and/or its decision to provide a performance bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Participating Dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, Vendor, including their agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities and Participating Dealers may enter into a mutual agreement regarding the circumstances under which an order may be terminated.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities by Participating Dealers, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;

- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities by Participating Dealers. The Administrative Fee must be included in, and not added to, the pricing. Vendor or Participating Dealers may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the other and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by Sourcewell and Vendor.

C. **WAIVER.** If either Sourcewell or Vendor fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract (including all attachments and amendments) contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of Sourcewell and Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of any manufacturing or design defect that existed when the Product left Vendor's possession; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and to the extent the manufacturing or design defect existed when the Equipment or Product left Vendor's possession.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing Sourcewell and Vendor's relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
 - d. Any use of Sourcewell's Intellectual Property by Participating Dealers as described herein must be negotiated between the Participating Dealer and Sourcewell. Vendor bears no responsibility for the act or failure to act of Participating Dealers with respect to Sourcewell's Intellectual Property.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, Sourcewell and Vendor will monitor performance and address unresolved contract issues as follows:

1. *Notification.* Sourcewell and Vendor must promptly notify each other of any known dispute with the terms or performance of this Contract and work in good faith to resolve such dispute between Sourcewell and Vendor within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If Sourcewell and Vendor are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
4. *Participating Dealer.* The provisions of this section apply only to Sourcewell and Vendor. Any dispute between any Participating Entity and any Participating Dealer must be resolved between the Participating Entity and the Participating Dealer. Vendor shall not be held liable for a Participating Dealer's failure to perform in accordance with a Purchase Order or other directive from a Participating Entity.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. Intentionally Omitted.

D. Intentionally Omitted.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements of Participating Dealers based on specific funding specifications. Participating Entities will work with Participating Dealers if additional specific funding specifications are required. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services sold through and by Participating Dealers with United States federal funds. Participating Entities will ensure that Participating Dealers are in compliance with the following provisions, when applicable, and it is not Vendor’s responsibility to ensure that Participating Dealers are in compliance with any such provision.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Blue Bird Body Company

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

DocuSigned by:
By: Albert Burleigh
AA417A61C5BC483...
Albert Burleigh

Title: Director of Operations & Procurement/CPO

Title: Regional Executive Director

Date: 8/27/2020 | 3:11 PM CDT

Date: 8/31/2020 | 8:55 AM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette

Title: Executive Director/CEO

Date: 8/31/2020 | 8:59 AM CDT

RFP 063020 - School Buses with Related Accessories, Supplies, Parts, and Services

Vendor Details

Company Name: BLUE BIRD BODY COMPANY
Address: 3920 Arkwright Rd. Suite 200
Macon, GA 31210
Contact: Albert Burleigh
Email: albert.burleigh@blue-bird.com
Phone: 478-919-7311
HST#:

Submission Details

Created On: Wednesday June 03, 2020 11:08:37
Submitted On: Tuesday June 30, 2020 12:28:33
Submitted By: Albert Burleigh
Email: albert.burleigh@blue-bird.com
Transaction #: f52eb723-f1be-4967-a668-fc9fab2faff9
Submitter's IP Address: 75.38.16.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Blue Bird Body Company
2	Proposer Address:	3920 Arkwright Road, Suite 200 Macon, GA 31210
3	Proposer website address:	www.blue-bird.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Albert Burleigh Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 albert.burleigh@blue-bird.com (478) 919-7311
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Albert Burleigh Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 albert.burleigh@blue-bird.com (478) 919-7311
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Gordon Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 tim.gordon@blue-bird.com (478) 822-2260

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blue Bird Corporation has been servicing the school and activity bus industry since 1927. The company was founded by George Luce and his goal for the first bus designed and built was to "build a better bus" and we hold that focus still today. The Luce family managed and operated the business until the early 90's. Since that time, Blue Bird has gone through three ownership changes that were either private equity or a combination of private equity and public ownership as a division of Henly's Group and traded on the London Exchange. In February of 2015, Blue Bird filed an initial public offering on NASDAQ and is publicly traded under the symbol BLBD.</p> <p>We come to work every day with one common goal, to design, build, sell and service the world's finest school bus. That's what we do - no distractions, no competing priorities. We are heirs to a rich legacy, one of listening to our customers, embracing their needs, and delivering innovations that lead the market.</p> <p>We commit ourselves to four driving priorities - safety, quality, durability, and serviceability. We embody the interests of every child that rides us, every driver that drives us, every service technician that services us and every district that buys us. More than a business, this work is our heritage, and we have been at it since 1927 - that's purpose driven.</p> <p>We are singularly focused on building and selling school buses that customers want and value. The safety of schoolchildren is at the center of all that we do and we will strive every day, just as we have since our beginning in 1927, to provide an unparalleled and affordable product in terms of safety, quality, durability, and serviceability.</p> <p>We will be easy to do business with, responsive to our customers' wants and needs, and provide prompt after-sale support in parts and service through a professional, high-qualified distribution network. Customer satisfaction is our top priority.</p>
8	What are your company's expectations in the event of an award?	To make bus purchases easier for school districts Nationwide and bring value from this RFP to participating entities. We will promote this contract as described in our marketing plan and will strive to increase awareness of the Sourcwell contract, grow dealer participation, and increase sales through the use of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Our 2019 Annual Report has been provided in the document upload section to support the below financial summary.</p> <p>We ended the decade with our best financial performance in more than ten years and are positioned well for future growth. Our fiscal 2019 adjusted EBITDA of \$82 million was 17% above last year and our net sales revenue exceeded \$1 billion for the second consecutive year, setting an all-time record for Blue Bird. We sold more than 11,000 buses for the second year in a row and we grew our alternative-fuel bus sales by more than 20% in a strong, but flat industry.</p>
10	What is your US market share for the solutions that you are proposing?	Our 2019 fiscal year end US market share for school and activity buses is 33.1%
11	What is your Canadian market share for the solutions that you are proposing?	Our 2019 fiscal year end Canadian market share for school and activity buses is 15.8%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In January 2006, Blue Bird filed for Chapter 11 bankruptcy. This was a pre-packaged court filing to strengthen our balance sheet through a debt-for-equity conversion plan. The restructuring of our debt provided for a full recovery to the company's general unsecured creditors.

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Blue Bird is a manufacturer of school buses. In fiscal 2019, we sold approximately 90% of our vehicles through our United States and Canadian dealer network, currently consisting of 47 dealers that, in their territories, are exclusive to us with Type C and D school buses. School buses sold in the United States and Canada through our dealer network are purchased by school districts and private schools, as well as small and medium size contractors that provide services to school districts on a fee basis. Dealers develop collaborative relationships with school districts, district transportation directors, and key officials in their states.</p> <p>Blue Bird has a long history of going to market with the best dealer network in the industry. Although Blue Bird is involved with the customer experience included but not limited to sales, service, and support, the dealers have the day to day responsibility and relationship.</p> <p>The dealer network is a third party and independent businesses with a contractual obligation to Blue Bird and vice versa.</p>
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14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Our products must satisfy various legal, environmental, health and safety requirements at federal, state and municipal levels. At the federal level, "FMVSS," or Federal Motor Vehicle Safety Standards, govern the safety of all motor vehicles sold for use in the United States. More than half of the FMVSS regulations apply to school buses. For example, federal regulations require school buses to be painted "school bus yellow" and to be equipped with specific warning and safety devices. School buses are also built with the body on top of chassis frame rails. This so-called "high floor" construction moves the passenger compartment above the typical automotive "crash zone" and therefore provides an added measure of safety should a collision occur. Steel rollover cages and heavy duty bumpers are designed to provide incremental protection, in contrast with standard transit buses with "low floor" construction that offer lower curb height access with limited or no steel reinforcement.</p> <p>All completed vehicles manufactured by Blue Bird Body Company for use in the United States are manufactured in full compliance with all applicable U. S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at the time of manufacture completion.</p> <p>Per U.S. Code of Federal Regulations Title 49, Subtitle B, Chapter V, Part 567 Certification, the U. S. National Highway Traffic Safety Administration (NHTSA) requires that each vehicle manufacturer self-certify their vehicles to be in full compliance with all applicable FMVSS as evidenced by the presence of the compliance label which must comply with their (NHTSA) content requirements. An FMVSS compliance letter is provided in the document upload section.</p> <p>After a school bus is sold, regulation of the operation of the school bus becomes the responsibility of the state in which it operates. Today, each state has its own rules and regulations pertaining to the manufacture, design, operation and safety of the school buses operated in their jurisdictions. As a result, we cannot manufacture to a single set of specifications, but rather must assure that each manufactured bus conforms to the specifications of the particular jurisdiction in which it will be operated.</p> <p>Blue Bird is licensed in each state we operate as required by state law and each dealer holds the normal business licenses and motor vehicle dealer license from their respective State(s) as required. Many of our dealers are also licensed service and warranty repair locations for major suppliers such as Caterpillar, Cummins, Allison, and Ford. These businesses are bonded and insured.</p> <p>We must also consider the rules and regulations of foreign jurisdictions. In Canada, where our Micro Bird joint venture operates, school buses are governed by the Canadian Motor Vehicle Safety Regulations. These regulations are patterned after the FMVSS regulations, although differences do exist between the two regulatory systems.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	This has not applied to our company

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Blue Bird has a reputation for safety, product quality/reliability/durability, and drivability: Our longevity and reputation in the school bus industry have made us an iconic American brand. We are the only principal manufacturer with chassis and body production specifically designed for school bus applications and the only school bus company to offer compliance with industry recognized safety tests-Altoona Testing, Colorado Rack Test and the Kentucky Pole Test-as a standard specification across our entire product line.</p> <p>Alternative fuel leadership: We are the market leader in propane, gasoline, and CNG fuel powered-buses, having sold approximately eight times more alternative fuel school buses than all of our competitors combined from fiscal 2010 through fiscal 2019. In fiscal 2019 we sold 5,343 propane, gasoline, CNG, and electric powered buses, an increase of 20.7% versus the prior year.</p> <p>Innovative product leadership: We have consistently led the school bus industry with innovative product leadership through several industry firsts, including the first Type D CNG school bus, the first unique school bus chassis, and the first OEM-manufactured propane bus. In fiscal 2016, years ahead of our competition, we launched the industry's first gasoline powered Type C bus (utilizing an exclusive Ford and Roush CleanTech powertrain), and we were first-to-market with Electronic Stability Control. Also in 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. In fiscal 2018, we sold our first Type D electric vehicles and in fiscal 2019 we introduced our Type C electric vehicle.</p> <p>Strong distribution model. We have built an extensive, experienced network of 47 dealers to distribute our buses across the United States and Canada, and during recent years have significantly enhanced our relationships with large fleet operators. Our dealers have an average tenure of more than 29 years with us and do not sell competing Type C or Type D school bus products in the areas assigned to them by us.</p> <p>Highly-skilled and committed workforce: We benefit from a highly-skilled, committed hourly workforce of approximately 1,853 that support our customized assembly operations at our 900,000 square foot integrated chassis manufacturing and body assembly facility and 340,000 square foot component fabrication facility. Our employees are trained to maximize production efficiency by following customized processes developed by us.</p> <p>Excellence in marketing and promotion of our products: Our recent ad campaign in School Transportation News was the #1, top-rated advertisement in the magazine: https://www.dropbox.com/s/q4ypgb2rwn6clpq/Blue_Bird_Award_STN_March_2020.pdf?dl=0</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 2%
18	What percentage of your sales are to the education sector in the past three years	96% which consists of sales to school districts and bus contractors that service school districts
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	With the exception of the current Sourcewell contract, we do not hold any state, provincial, or cooperative purchasing contracts directly. Throughout the U.S. and Canada, our dealer network holds in total over 20 contracts. Our sales utilizing the Sourcewell contract was approximately 365 units from 2017-2019.

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA contract # GS-30F-DA017. We sell buses through our United States General Services Administration ("GSA") contract, an expedited procurement procedure designed to meet the needs of bus customers authorized to purchase through the GSA contracting offices, including the U.S. Air Force, U.S. Army, Homeland Security and the U.S. Department of Agriculture. Volume over last 3 years was approximately 850 units.
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Mobile County Public Schools (AL)	Pat Mitchell	(251) 221-5260
Independence School District (MO)	Daryl Huddleston	(816) 525-5335
BRANDON VALLEY SCHOOL DISTRICT 49-2 (SD)	Wayne Hampton	(605) 582-3514
BROOKINGS SCHOOL DISRICT (SD)	Bill Heldt	605-696-4750

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA	Government	Georgia - GA	GSA contract # GS-30F-DA017	850 units	\$90M
Northwest Independent School District	Education	Texas - TX	RFP	205 units	\$16.7M
Clark County School District	Education	Nevada - NV	RFP	300 units	\$28M
Fulton County School District	Education	Georgia - GA	RFP	164 units	\$13.4M
Pflugerville Independent School District	Education	Texas - TX	RFP	154 units	\$12.3M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Blue Bird sells and services product through a network of dealers. Blue Bird supports that network with Regional Sales, Service, and Parts Managers that live in the territory they represent. Our dealer network in total has approximately 160 sales representatives that are responsible for school bus sales in their respective territories.

24	Dealer network or other distribution methods.	We have built an extensive, experienced network of 47 dealers to distribute our buses across the United States and Canada. Our dealers have an average tenure of more than 29 years with us and do not sell competing Type C or Type D school bus products in the areas assigned to them by us. In addition, our dealers have approximately 100 parts and service locations across the U.S. and Canada, as well as relationships with approximately 250 additional 3rd party service provider partners to provide extensive warranty service coverage in all markets.	*
25	Service force.	Through our dealer's service network, there are over 600 qualified technicians to meet the warranty and retail service needs of our customers.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our 47 dealers have approximately 100 parts and service locations across the U.S. and Canada, as well as relationships with approximately 250 additional 3rd party service provider partners to provide extensive warranty service coverage in all markets. In addition, many of these service locations have mobile service capabilities to improve the response time and added convenience for our customers. Blue Bird field service engineers provide technical support to our dealer network. At the end of fiscal 2019, service engineers had an average of over 25 years of experience with our Company and are strategically placed throughout the United States and Canada to better serve both dealers and end-customers. The network leverages our parts inventory, technical training, and online warranty network to address customer service needs.</p> <p>We maintain a parts distribution center in Delaware, Ohio that fills demand for our Company specific and all-makes parts. Additional demand for parts is fulfilled by drop ship and direct sales. To fulfill demand for parts that are not maintained at the distribution center, we are linked to approximately 40 suppliers that ship directly to dealers and independent service centers.</p> <p>This level of support positions us as the school bus industry experts which furthers our ability to be responsive to our customers parts and service needs.</p> <p>We contract with a 3rd party survey company, The Daniels Group, to monitor our customers' satisfaction with the quality of our products and satisfaction with the performance of our dealer network. We monitor customer responses weekly to ensure we are managing and targeting improvements to our products and dealer network.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our goal is to provide our products to all participating entities by encouraging our U.S. dealer network to participate and actively pursue sales through the Sourcewell contract. With this bid submission, we'll have dealers participating in 37 states. Our goal is to continue to work with the remaining dealers to offer our products to all participating entities in all markets where the contract is allowed.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our goal is to provide our products to all participating entities by encouraging our dealer network in Canada to participate and actively pursue sales through the Sourcewell contract. With this bid submission, we'll have one dealer participating in 2 provinces and 2 territories. Our goal is to continue to work with the remaining dealers to offer our products to all participating entities in all markets where the contract is allowed.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We currently do not have participation from our dealer network in the below states/provinces. If awarded the contract, we will continue to work with our dealers to encourage participation so we can offer our products to all participating entities where the Sourcewell contract is allowed.</p> <p>Currently not participating in the following Canadian Provinces: Manitoba, New Brunswick, Newfoundland & Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, Saskatchewan *</p> <p>Currently not participating in the following U.S. states: Maine, Alaska, Wyoming, Iowa, California, Hawaii, Arizona, North Carolina, Mississippi, New York, Arkansas, West Virginia, and Kentucky</p>
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our existing GSA contract will take precedent as the means for the government to purchase our products. *
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As of this bid submission, we do not have dealer representation in Alaska. When a new dealer is signed, it is our intent to offer our products to participating entities. Currently, our dealer who covers the state of Hawaii is not participating. We will continue to work with our dealer to encourage them to participate. *

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>In addition to communicating to all dealers through our formal dealer communication process, we plan to announce the contract award through our website and social media platforms. Also, we will encourage all participating dealers to promote their participation through their various communication channels and at local trade shows. In conjunction with Sourcewell, we will provide training to our Regional Sales Managers as well as dealer sales personnel on how to effectively promote the benefits of the Sourcewell contract to their customers.</p> <p>In addition, we will seek out opportunities to partner with other Sourcewell-approved vendors to further improve the value-proposition offered to the Participating Entities. For example, we recently partnered with NCL Government Capital (Sourcewell vendor) to offer a 12-month deferred payment program for our customers. We've included a jointly-developed marketing flyer in the document upload section.</p> <p>Examples of other marketing materials have been provided in the document upload section as well.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our social media presence is, by far, the most popular in our industry. With nearly 50,000 "likes", we have 5 times more followers than our top competitors. Plus, we have a presence on Twitter and LinkedIn. We utilize these digital platforms to bring customers back to our website, www.bluebird.com, and use our Request a Quote form as a measure of success for sales through digital means. We also regularly present digital advertising "whitepapers" through School Bus Fleet magazine's website and School Transportation News' website.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would recommend the use of Sourcewell's website for marketing our partnership. We would request that Sourcewell provide sales training to our Regional Sales Managers and participating dealer sales teams to understand how promote the benefits of this contract to participating entities.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are sold through our dealer network. The availability of e-procurement ordering process can be discussed between a Participating Entity and the Participating Dealer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In addition to any training available through our dealer network or training coordinated through many of our supplier partners, our Blue Bird Academy also offers web-based, video tutorials, and factory-based training for our customers.</p> <p>Technician Training -Blue Bird Academy offers three types of technician training:</p> <ol style="list-style-type: none"> 1. We recently launched our online Blue Bird Technician Certification program and this is open to all technicians: dealer and customer. <ul style="list-style-type: none"> - Associate Level: 100% web-based - \$650/person - Advanced Level: Live training sessions in Fort Valley, GA or regionally, followed up by online courses for real world application of the knowledge and skills learned in the previous level and workshop – Price TBD - Master Level: Hands-on Factory-based proficiency observation of skills learned through online and live training sessions – Price TBD 2. We also offer factory-based and regional training throughout the year which are typically 4-days in length. When held at the factory location in Fort Valley, a plant tour is included. The cost for this varies depending on location. 3. We also will provide on-site service training at a customer's location, by request. The cost for that is based on travel expenses for our trainer.
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37	Describe any technological advances that your proposed products or services offer.	<p>Our performance in recent years has been driven by the implementation of repeatable processes focused on product initiatives, continuous improvement of both competitiveness and manufacturing flexibility, as described below:</p> <p>1. Alternative Fuel Initiatives — Blue Bird is the clear leader in alternative fuel school buses (defined as buses that do not operate on diesel fuel) and we continue to introduce new products to support growing consumer demand for these products.</p> <ul style="list-style-type: none"> • Propane — In 2012, we entered into our exclusive relationship with Ford Motor Company and Roush Clean Tech to offer propane-powered Type C school buses. We have continued to lead the industry with this offering. • We launched the industry's first .05g/bhp-hr NOx propane engine in 2017. This engine operates four times cleaner than the current emission standard and is significantly better for the environment than competitors' published offerings. • We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings. • CNG — Blue Bird was the first OEM to introduce a CNG powertrain for the Rear Engine Type D bus using Cummins Westport technology. In 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. • Electric — Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018. • Gasoline — In 2016, we re-introduced gasoline engines in school buses, again using a Ford engine and transmission and a Roush Clean Tech fuel delivery. This product has been an immediate success and continues to grow the Blue Bird customer base. <p>2. Diesel — Blue Bird works closely with Cummins on diesel engines which continue to be the power source for the majority of school buses sold.</p> <p>3. Product Initiatives — We continue to update and improve our products.</p> <ul style="list-style-type: none"> • Blue Bird introduced the first Electronic Stability Control system on school buses as an optional offering in fiscal 2017, and made it a standard feature in fiscal 2019. We also made rear-view cameras standard in fiscal 2019. <p>4. Manufacturing and Process Initiatives — We have commenced a number of initiatives to continue to build customer loyalty, reduce costs, and enhance competitiveness.</p> <ul style="list-style-type: none"> • We launched our all-new, state-of-the-art paint facility in July 2019. This facility will drive greater reliability, quality, and capacity at a lower cost. • We contracted with industry leaders to revise our production techniques in our plant.
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38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>All emission levels mentioned below are certified by CARB (California Air Resources Board) and/or EPA (Environmental Protection Agency).</p> <p>As mentioned above in Line Item 37:</p> <p>Alternative Fuel Initiatives — Blue Bird is the clear leader in alternative fuel school buses (defined as buses that do not operate on diesel fuel) and we continue to introduce new products to support growing consumer demand for these products.</p> <ul style="list-style-type: none"> • Propane — In 2012, we entered into our exclusive relationship with Ford Motor Company and Roush Clean Tech to offer propane-powered Type C school buses. We have continued to lead the industry with this offering. • We launched the industry's first .05g/bhp-hr NOx propane engine in 2017. This engine operates four times cleaner than the current emission standard and is significantly better for the environment than competitors' published offerings. • We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings. • CNG — Blue Bird was the first OEM to introduce a CNG powertrain for the Rear Engine Type D bus using Cummins Westport technology. In 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. • Electric — Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Zero Emission Vehicle - Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.</p> <p>Ultra Low NOx certification - We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	TVM DBE Goal Concurrence/Certification Letter (Fiscal Year 2020) has been provided in document upload section

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>We are the only principal manufacturer with chassis and body production specifically designed for school bus applications and the only school bus company to offer compliance with industry recognized safety tests-Altoona Testing, Colorado Rack Test and the Kentucky Pole Test-as a standard specification across our entire product line.</p> <p>Colorado Rack and Kentucky Pole Tests were not invented by or exclusive to Blue Bird. Some will downplay the importance of these critical structural benefits and will fall back on compliance to Motor Vehicle Safety Standards. When transporting our most precious cargo, our children, Blue Bird does not settle for minimum construction standards. Both Colorado Rack and Kentucky Pole Tests were developed because minimum FMVSS standard testing, according to Blue Bird, should be taken a step further.</p> <p>Colorado Rack Test: The Colorado Rack test verifies structural integrity and crash-worthiness of school bus designs. The test simulates a rollover crash by applying a constant load along the full length of the bus body. This insures that all pushout windows and emergency exits will be fully functional after an accident occurs. Blue Bird feels it is essential that our buses are constructed to meet the Colorado Rack test standards, insuring safe exit in the event of a rollover crash. All Blue Bird buses are Kentucky Pole tested and designed to keep all passengers safe by providing structural integrity to minimize outside intrusion.</p> <p>Kentucky Pole Test: The Kentucky Pole test is designed to verify that the interior panels above the window will not separate and expose sharp edges in the event of a crash. The test involves a rollover simulation, in which the bus strikes a pole-like object, which forces the roof to bend into the passenger compartment. Standards require that separation of body panels must not occur when the roof bends between 8-10 inches. All Blue Bird buses are Kentucky Pole tested and designed to keep all passengers safe by providing structural integrity to minimize outside intrusion.</p> <p>As previously mentioned, we have the widest range of products and fuel types to best meet the needs of customer throughout the industry.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Our warranties cover all our products and include parts and labor, however, there are some components covered by the component manufacturer. Some examples of this are Cummins diesel engines and Allison transmissions which are covered by these companies. A copy of our standard warranty is provided in the document upload section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty has limitations and exclusions that are detailed on our standard warranty statement which is provided in the document upload section.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our Blue Bird standard warranties do not cover travel time and mileage, however, many of our dealers cover this expense within certain limits.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Certified technicians are available in all geographic regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For those components that are not included in our standard warranty, our Blue Bird dealers can either perform warranty service for those components or can arrange for work to be performed at an authorized warranty repair center.
47	What are your proposed exchange and return programs and policies?	Blue Bird does not offer any exchange or return programs on buses. Any returns or exchanges will be negotiated directly between our dealers and the participating entity.
48	Describe any service contract options for the items included in your proposal.	We offer several service contract options to extend the standard warranty. These include contracts that extend our standard one-year warranty to two, three, five, or six years. We offer tow warranties to provide towing for up to 5 years. We also offer warranties on Roush gas, LPG, and CNG components that extend those warranties up to 10 years. A chart detailing extensions to our standard warranty is provided in the document upload section. Additional service contracts and pricing are provided in our options list.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	The payment terms will be provided directly by the participating dealer when a quote is provided to a participating entity. Our dealers' payment terms range from COD to 60 days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Blue Bird has a partnership with TCF Capital Solutions to offer leasing and financing options through our dealer network. Our dealers also offer additional options for leasing and financing through 3rd party lending institutions. In addition, we recently developed a joint program with NCL Government Capital (a Sourcewell vendor) to offer a special 12-month deferred payment program to customers.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our dealer network will work directly with participating entities to finalize bus specifications and all other details relating to their bus order. Our dealers will process the participating entities purchase orders and place the bus orders through Blue Bird's online order entry system. We will develop a special option feature to designate the order as a Sourcewell order. We will develop a quarterly report to identify Sourcewell orders by dealer and customer to supply Sourcewell on a quarterly basis.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	This would be a matter to be discussed between the Participating Entity and the Participating Dealer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	With this bid proposal, we are providing base content, state-spec products for each market where we've identified a participating dealer. This pricing does not include shipping costs or sales tax (if applicable). Each state/province has its own unique specifications and therefore unique pricing structure. Discounts vary depending on product type, market, and specifications. In addition to these base configurations, we are providing our full list of Blue Bird installed options to allow customers to purchase any option combination that can be validated for their market as well as any fuel type including gasoline, diesel, propane, CNG, and electric (for those products where these options are available). Our option list consists of a list price and a Sourcewell price which is a discount off of list. Additional discounts are available and are generally considered for quantity buys, off-peak season buys, and higher option content buses. These additional discounts generally apply to the base configurations as well as options listed in the Blue Bird option list. To provide the Participating Entity the benefit of these available discounts, we direct our Participating Dealers to submit requests to Blue Bird for additional discount consideration. We will evaluate each quote independently and will return an approved discount and price point to the dealer for submission to the customer. In every case, this price will be as good as or better than the ceiling price provided in this bid. In addition to our available Blue Bird options, Participating Dealers may also offer dealer-installed or vendor-installed options. Those have been included in the pricing file. Those options may also carry an additional discount off of the installed price and, if so, will be detailed in the quote to the Participating Entity. If an option is requested which is not listed, the dealer will provide a quote for this option to the customer.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount off the base bus configuration ranges from 10%-15%. The pricing discount off the available Blue Bird options ranges from 0%-40%.	*
55	Describe any upcharge and/or discount structure that applies on a State-by-State or Province-by-Province basis for Sourcewell Participating Entities in the US or Canada. Upload relevant pricing materials (if applicable) in the document upload section of your response.	Base bus configurations provided are state/province specific and are noted as such in the pricing file. Each market has unique discounts and pricing which is primarily due to individual market conditions and option content levels.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	We offer additional discounts over what's provided in the base bid for quantity buys, off-peak season buys, or higher option content buses.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Customers, from time to time, request options or brands that are not available as a Blue Bird factory-installed option. In that case, dealers have the ability to offer these options as dealer-installed or vendor-installed options. Many of these available options with installed pricing has been provided in the pricing file. For any requested option not listed, the dealer can provide a quote upon request.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The costs that are not included in the bid response include shipping cost (both from the factory to the dealer location and from the dealer location to the customer location), and any applicable sales tax. The shipping costs can vary by product type and location. The sales tax (if applicable) will vary by the transaction amount.	*

59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blue Bird contracts with a 3rd party delivery company for bus deliveries from the factory to the dealer. Before providing a final quote to the customer, the dealer requests a delivery estimate from Blue Bird to add to the price of the quote. This can vary by fuel type of the product and total distance traveled. In addition, the dealer will also incur a cost to transport the product from their location to the customer location. This can also vary by fuel type and total distance traveled.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time of this bid submission, we are not providing bid prices for Hawaii and Alaska. If these markets are supported during the term of the contract, a price for shipping will be provided to the customer when the bus(s) are quoted. Unlike other U.S. markets, these will include cost to transport over water and will typically be much higher than typical shipping costs. Shipping to Canada is handled in the same manner as described in Line Item 59.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to the unique shipping method for AK and HI mentioned above, there is also a unique method for electric-powered and CNG-powered buses. Because EV charging stations are not available throughout all areas of U.S. and Canada, these products are shipped on a flatbed truck and will have higher shipping costs which will be included in the final quote to the customer. CNG buses, due to similar fueling infrastructure limitations, may be shipped via flatbed for some portion of the delivery and may incur higher shipping costs which will be included in the final quote to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	There are some markets where our dealers are listed on existing cooperative contracts. Typically, but not always, there is language prohibiting dealers selling below the contract price. For this reason, in some cases, our pricing will be the same or similar to pricing already established on those contracts. In other markets, pricing will be better or typical to what's offered today in that market.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All pricing requests submitted to Blue Bird by a Participating Dealer for a Participating Entity will require us to review the discounts and final proposed price. We will set up a process to identify these requests as a Sourcewell quote. We will insure that all Sourcewell quotes are priced at or below the contract price. We will track these quotes so we can identify any that become a customer order. We will then verify with dealers on a monthly basis all orders we've identified as Sourcewell orders. This will allow us to verify the correct pricing and reserve the Sourcewell fee for the quarterly payment, as well as collect all the customer detail as required in the reporting process.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a per-unit fee of \$800 for all products sold under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>In this bid proposal, we are including all bus types including Type A Micro Bird, Type C Vision, and Type D (Rear Engine and Front Engine). The Type A Micro Bird includes the G5 model on a Chevrolet 6.0l gas chassis. In the Type C and Type D, we are providing all bus lengths, passenger capacities, and fuel types. The fuel type options are as follows:</p> <ul style="list-style-type: none"> Type C gas Type C diesel Type C propane Type C electric Type D-FE diesel Type D-RE diesel Type D-RE CNG Type D-RE electric
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories would be considered our various bus types and fuel types as described above.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed school bus type is offered within your proposal and, for each available bus type, the engine or power alternatives that you offer within the type. Provide additional comments in the text box provided, as necessary.

Line Item	Bus Type	Offered *	Engine - Gas & Diesel *	Engine - CNG or Propane *	Engine - Hybrid or Alt Fuel *	Electric Powered *	Comments
67	Type A School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Type A is being offered in a gas model. We will add additional Type A fuel types during the term of the contract.
68	Type C School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In this proposal, are base Type C configurations are in gas or diesel, depending on the market, and we include the options to configure our Type C in any of the following fuel types: gas, diesel, propane, or electric.
69	Type D School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In this proposal, we offer a Type D-Rear Engine in diesel with options to upgrade to CNG or Electric. We are also offering a Type D-Front Engine in a diesel.
70	School Activity Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Activity buses are offered in both Type C, Type D-Rear Engine, and Type D-Front Engine in the fuel types mentioned in the individual product categories in line items 68 & 69.

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Some of the metrics that will be tracked:</p> <ul style="list-style-type: none"> - Number of dealers selling products on the Sourcewell contract vs. a year ago. - Total number of units sold on the Sourcewell contract vs. a year ago. - Number of repeat customers who utilized this contract vs. a year ago - Number of new customers who utilized this contract vs. a year ago
72	Describe the safety features and innovations incorporated in the manufacturing of your buses that impact student safety.	<p>First, we pride ourselves on having the safest bus on the road today. We build our buses to the highest standard of safety, exceeding the Federal Motor Vehicle Safety Standard. In our mind, safety is not an option; it is the most important and fundamental attribute of a school bus. Every Blue Bird bus is certified to meet the rigorous testing requirements of Colorado Rack and Kentucky Pole certification. These tests are designed to recreate impact scenarios that are only faced in the worst accident situations, such as rollovers and massive impacts, and ensure the maximum protection for the onboard passengers. Children's safety is our business, that's why we build additional strengthening into every Blue Bird bus - standard practice for us, but optional equipment for our competitors.</p> <p>Second, we don't build a chassis for use in both truck and school bus applications, as we believe that could be a compromised solution. Others do that, but we don't. We provide a purpose-built school bus from the ground up, with safety and reliability top of mind. As such, our bus is full of unique features - from the steep rake of our hood that ensures best-in-class forward vision for the driver, to the extensive use of special fasteners that never need torquing throughout the life of the bus. That's safety built-in!</p> <p>Third, we care about the environment and the future of our planet and will continue to invest in innovation that provides a cleaner world for our children. Our leadership in alternative fuels is a testament to this - with our top 10 dealers alone, the propane buses they sold in 2019 reduced NOx emissions by over 1.2 million pounds! What's more, our exclusive propane buses are certified to NOx levels at one tenth of the EPA's and our competitors' standard. With over 40% growth in our propane bus sales last year, our message is being heard - with Blue Bird propane, you can have the safest, cleanest and lowest-cost-of-ownership of any bus in the market. But that's not all. In 2019, we launched the most extensive range of zero-emission, electric-powered school buses in North America covering all body styles, and have secured over 200 orders to date. We believe in providing innovative products that are both affordable and safe.</p>
73	Identify any bus types, models, configurations, or engine/power alternatives that are not yet available in your bus offerings but that are scheduled to be released during the anticipated term of the Sourcewell contract.	Blue Bird offers the widest range of bus types and fuel types of any school bus manufacturer. We are the only manufacturer to offer electric power in Type A, Type C, and Type D. At this time, we are not announcing any new planned product offerings for the near future but are continuously researching new products and features that meets the emerging demands of our school bus customers.
74	Describe any options, accessories, supplies, parts, and services that you are proposing that are not described in any other section of your response. Upload relevant pricing materials (as applicable) in the document upload section of your response.	Not applicable

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Blue Bird_Annual Report_Fiscal Year 2019.pdf - Saturday June 27, 2020 14:14:28
 - [Marketing Plan/Samples](#) - Marketing.zip - Saturday June 27, 2020 14:14:46
 - [WMBE/MBE/SBE or Related Certificates](#) - Blue Bird Body Company_ FY2020 DBE Goal Concurrence Letter.pdf - Saturday June 27, 2020 14:14:57
 - [Warranty Information](#) - Warranty.zip - Saturday June 27, 2020 14:15:10
 - [Pricing](#) - Pricing.zip - Tuesday June 30, 2020 11:23:01
 - Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Albert Burleigh, Regional Executive Director, Blue Bird Body Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_School Buses_RFP063020 Wed June 17 2020 12:48 PM	<input checked="" type="checkbox"/>	1
Addendum_2_School Buses_RFP063020 Fri June 12 2020 01:32 PM	<input checked="" type="checkbox"/>	1
Addendum_1_School Buses_RFP063020 Mon May 18 2020 12:33 PM	<input checked="" type="checkbox"/>	1



CONTRACT EXTENSION

Contract Number: 063020-BBB

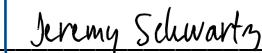
Sourcewell	and	Blue Bird Bus	
202 12th Street Northeast		402 Bluebird Blvd	
P.O. Box 219			
Staples, MN 56479		Fort Valley, Georgia	31030-5088
(Sourcewell)		(Vendor)	

have entered into Contract Number: 063020-BBB for the procurement of: School Buses with Related Accessories, Supplies, Parts, and Services

The Contract has an expiration date of 2024-08-15 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-08-15 . All other terms and conditions of the Contract remain in full force and effect.


Sourcewell

DocuSigned by:

C0FD2A139D06489
 Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

2/14/2024 | 8:35 AM CST
Date

DocuSigned by:

A2BB3C60E7C5474
 Authorized Signature

Tim Gordon
Name

VP Sales and Marketing
Title

2/18/2024 | 2:29 PM CST
Date



AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Lease Agreement for 64 Golf Carts with Yamaha

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

Action Form No.: AF-251-2024
Work Session: September 17, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Michael T. Borders
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will enter a 60-month lease for 64 lithium-ion Yamaha golf carts with Yamaha Financial Services.

Cattails historically has held the leases on golf carts at Cattails. Due to the management agreement expiring on December 12, 2027, before the golf cart lease agreement expiration of fall of 2029, the City of Kingsport will hold the lease. Responses to the request for proposal were opened on July 11, 2024. Four proposals were received.

Staff is recommending the 60-month proposal from Yamaha for 64 (32 Carbon, 32 Evergreen colored) lithium-ion golf carts for \$7,437.44 monthly (including 6.16% interest). The current lease with cattails is \$6,300 monthly for 64 6-year-old golf carts. The city will invoice Cattails for the lease to run through Cattails P&L statement.

The carts are expected to be delivered late September or early October.

Funding is identified in 421-5001-501.20-54.

Attachments:

- 1. Resolution
- 2. Pictures

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE PROPOSAL FOR THE LEASE OF GOLF CARTS FROM YAMAHA FINANCIAL SERVICES FOR 64 GOLF CARTS FOR USE AT CATTAILS AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, responses to a request for proposals were opened on July 11, 2024 for leases for golf carts to be used at Cattails at Meadowview Golf Course; and

WHEREAS, upon review of the proposals, the board finds Yamaha Financial Services is the lowest responsible compliant respondent meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a 60-month lease for 64 lithium-ion Yamaha golf carts with Yamaha Financial Services for \$7,437.44 monthly (including 6.16% interest); and

WHEREAS, funding is identified in 421-5001-501.20-54.

Now therefore,

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

SECTION I. That the proposal for the lease of Golf Carts for Cattails at Meadowview Golf Course, consisting of a 60-month lease for 64 lithium-ion Yamaha golf carts in the monthly amount of \$7,437.44 (including 6.16% interest) is awarded to Yamaha Financial Services.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Lease Agreement with Yamaha Financial Services for 64 lithium-ion Yamaha golf carts, to be used at Cattails at Meadowview Golf Course in the monthly amount of \$7,437.44 (including 6.16% interest), to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

Item XIII.7.

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Phone: (800) 551-2994 Fax (714) 761-7363

August 21, 2024

CITY OF KINGSPORT
415 BROAD STREET
KINGSPORT, TN 37660

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of GOLF CARS. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule # 221777, # 221778
Request for Insurance
Resale Certificate
Invoice For First Payment
ACH Form Required Optional

OTHER Payments required on ACH, Municipal Amortizations # 221777, # 221778

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Item XIII7.

Yamaha Motor Finance Corporation



MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated as of August 21, 2024, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.** having its principal place of business at **6555 Katella Avenue, Cypress, California 90630** (“Lessor”), and CITY OF KINGSPOUR having its principal office at 415 BROAD STREET, KINGSPOUR, TN, 37660.

Lessor and Lessee hereby agree as follows:

- 1. Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the “Equipment”), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
- 2. Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
- 3. Rent.** Lessee shall pay Lessor rent for the Equipment (“Rent”) in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule (“RFP”), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor’s then prevailing rate for late payments specified in Lessor’s invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
- 4. Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the “Dealer”). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee’s execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
- 5. Location, and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor’s prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee’s records to confirm Lessee’s compliance with this Lease.
- 6. Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor’s manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
- 7. Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days’ prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
- 8. Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
- 9. Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor’s expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.
- 10. Warranties.** The Equipment is warranted only in accordance with the manufacturer’s warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER’S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT

LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Lessee shall not transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF KINGSPORT as Lessee YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: Brett Miller
Title: Vice President

EQUIPMENT SCHEDULE # **221777**

 Dated: **August 21, 2024**

1. This Schedule covers the following property ("Equipment"):
32-DR2E AC W/LITHIUM GOLF CARS
2. Location of Equipment:
**CATTAILS AT MEADOWVIEW GOLF COURSE
 1901 MEADOWVIEW PKWY
 KINGSPORT, TN 37660**
3. The initial Term shall be **60** months from the date of delivery of the equipment under section 4 of the Lease.
4. The Lease Terms for the Equipment described herein shall commence upon the date of delivery of the equipment to lessee (the "Commencement") and shall be for the Term provided herein. Lessee shall make payments at the times and the amounts as follows:

Term	Payment	Frequency of Payment	Approval Expiration Date
60	\$3,718.72	Monthly	December 27, 2024

Payment Date:

If your date of delivery is on or between the 1st and the 14th day of a calendar month, then your payment date will be the 15th of the month. If your date of delivery is on or between the 15th and the last day of a calendar month, then your payment date will be the 1st of the following month. This document is valid and effective from **October 28, 2024** until **December 27, 2024**.

5. Other Terms: Payments required on ACH
 Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated **August 21, 2024** between parties (the "Lease"). Yamaha Motor Corporation, U.S.A., Lessor and its subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of the executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of Lessor. The Lessee, by making any payment required under this lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All of the terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part of hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule, and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
LESSEE: CITY OF KINGSPORT

 By: _____
 Signature of Authorized Signer

 By: _____
 Signature of Authorized Signer

 Name: _____
 Print Name

 Name: _____
 Print Name

Title: _____

Title: _____

Item XIII.7.



FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : CATTAILS AT MEADOWVIEW GOLF COURSE
EQUIPMENT SCHEDULE # 221777

CATTAILS AT MEADOWVIEW GOLF COURSE

Initialed By _____

Yield:6.160%

Table with 4 columns: Mon #, Due Date, Payment, Interest. Rows 1-60 showing monthly payments of 3,718.72 and interest decreasing from 1,344.98 to 533.16. Totals: 223,123.20 and 57,516.36.

Item XIII.7



FINANCIAL SERVICES

Yamaha Motor Finance Corporation, U.S.A.

6555 Katella Avenue

Cypress, CA 90630

(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:

August 21, 2024

ADDRESS:

Please Reference our Quote#: 221777, 221778

PHONE:

FAX/EMAIL:

RE: CATTAILS AT MEADOWVIEW GOLF COURSE

(Customer) Account#:

The Customer has leased or will be leasing equipment from Yamaha

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., it's successors and assigns named as LOSS PAYEE.

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an ADDITIONAL INSURED with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than \$1000,000.00 combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address:

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group

6555 Katella Ave, Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

CITY OF KINGSPORT

32-DR2E AC W/LITHIUM GOLF CARS

(Customer)

32-DR2E AC W/LITHIUM GOLF CARS

Equipment Location:

By:

1901 MEADOWVIEW PKWY

(Signature of Authorized Officer)

KINGSPORT TN, 37660

Title

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Address: 6555 KATELLA AVE, CYPRESS, CA 90630

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2-4)
- Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha, and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.
2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.
3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.
4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.
5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.
7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Delivery of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name CITY OF KINGSPORT

Customer Number 477

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
- Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
or Fax to 714-761-7363

EQUIPMENT SCHEDULE # **221778**

 Dated: **August 21, 2024**

1. This Schedule covers the following property ("Equipment"):
32-DR2E AC W/LITHIUM GOLF CARS
2. Location of Equipment:
**CATTAILS AT MEADOWVIEW GOLF COURSE
 1901 MEADOWVIEW PKWY
 KINGSPORT, TN 37660**
3. The initial Term shall be **60** months from the date of delivery of the equipment under section 4 of the Lease.
4. The Lease Terms for the Equipment described herein shall commence upon the date of delivery of the equipment to lessee (the "Commencement") and shall be for the Term provided herein. Lessee shall make payments at the times and the amounts as follows:

Term	Payment	Frequency of Payment	Approval Expiration Date
60	\$3,718.72	Monthly	December 27, 2024

Payment Date:

If your date of delivery is on or between the 1st and the 14th day of a calendar month, then your payment date will be the 15th of the month. If your date of delivery is on or between the 15th and the last day of a calendar month, then your payment date will be the 1st of the following month. This document is valid and effective from **October 28, 2024** until **December 27, 2024**.

5. Other Terms: **Payments required on ACH**
 Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated **August 21, 2024** between parties (the "Lease"). Yamaha Motor Corporation, U.S.A., Lessor and its subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of the executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of Lessor. The Lessee, by making any payment required under this lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All of the terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part of hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule, and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
LESSEE: CITY OF KINGSPORT

 By: _____
 Signature of Authorized Signer

 By: _____
 Signature of Authorized Signer

 Name: _____
 Print Name

 Name: _____
 Print Name

Title: _____

Title: _____

Item XIII.7.



FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : CATTAILS AT MEADOWVIEW GOLF COURSE
EQUIPMENT SCHEDULE # 221778

CATTAILS AT MEADOWVIEW GOLF COURSE

Initialed By _____

Yield:6.160%

Table with 4 columns: Mon #, Due Date, Payment, Interest. Rows 1-60 showing monthly payments of 3,718.72 and interest decreasing from 1,344.98 to 533.16. Totals: 223,123.20 and 57,516.36.

Item XIII.7



2024 CARBON



2024 EVERGREEN

Item XIII.7.



AGENDA ACTION FORM

Consideration of a Resolution to Accept Donations from the Bays Mountain Park Association and Casey Construction

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

Action Form No.: AF-266-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Committee
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will accept a donation from the Bays Mountain Park Association in the amount of \$406,090.71 and \$5,000 from Casey Construction for the Fox Den Playground.

The Bays Mountain Park Association has been receiving donations for the Fox Den Playground as we have worked through different iterations of the project and ultimately developed the biddable project.

Over 150 individual people, organizations, or companies have donated to the association for this project over the past four years. Casey Construction desire this asset for the community and are supporters and frequent visitors to Bays Mountain Park.

The Fox Den Playground would not have been possible without the tremendous community support and outpouring for this project.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING MONETARY DONATIONS
FOR THE FOX DEN PLAYGROUND

WHEREAS, The Fox Den Playground is primarily funded by private donors;

WHEREAS, the Bays Mountain Park Association and Casey Construction have offered to donate \$406,090.71 and \$5,000 respectively for the construction of the Fox Den Playground at Bays Mountain Park.

Now therefore,

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

SECTION I. That the donations to the city from the Bays Mountain Park Association in the amount of \$406,090.71 and from Casey Construction in the amount of \$5,000 are hereby accepted.

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

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Item XIII8.



AGENDA ACTION FORM

Consideration of a Resolution to Award a Bid to Inland Construction Inc. for the Fox Den Playground

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

Action Form No.: AF-256-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Committee
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will award the bid to Inland Construction for the Fox Den Playground Project at Bays Mountain Park (BMP).

The Fox Family and Bays Mountain Park staff began working on a concept for a natural playground at BMP in 2021 as a memorial for their son Parker Fox and to provide additional recreational opportunities. The project began to take shape during the Park Improvement Plan where the ultimate location and design for the project was determined.

Bids for the project were opened on July 9th with four competitive bids being received. Staff is recommending the bid be awarded to Inland Construction Inc. in the amount of \$858,000. Total project costs are \$941,960. Inland Construction is estimating 240 calendar days. The anticipated opening date will be in the summer of 2025.

Of the total project costs \$667,260 are from private donors, the Bays Mountain Park Association, and the Bays Mountain Park Commission. \$274,700 are City funds.

Funding is available in GP2214.

Attachments:

- 1. Resolution
- 2. Pictures

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE FOX DEN PLAYGROUND PROJECT AT BAYS MOUNTAIN PARK TO INLAND CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 9, 2024, for the Fox Den Playground Project at Bays Mountain Park; and

WHEREAS, upon review of the bids, the board finds Inland Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for a natural playground from Inland Construction at an estimated construction cost of \$858,000.00; and

WHEREAS, funding is identified in project number GP2214.

Now therefore,

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

SECTION I. That the bid for the Fox Den Playground Project at Bays Mountain Park, consisting of a natural playground at an estimated cost of \$858,000.00 is awarded to Inland Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Item XIII.9.



AGENDA ACTION FORM

Consideration of a Resolution to Accept a Property Donation on Cleek Road for Greenbelt Parking Lot and Naming the Future Parking Lot “Wallace & Billie Alley Memorial Parking Lot”

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

Action Form No.: AF-249-2024
Work Session: September 17, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: R. Trent
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will accept a donation of land from Wallace D. Alley, Jr., Martin E. Alley and David G. Alley and name the future parking lot the, “Wallace & Billie Alley Memorial Parking Lot”.

The property is approximately .781 acre of property adjacent to Cleek Road that has been identified for a future parking connecting to the Greenbelt’s eastern most trailhead. The family has requested that the future parking lot be named the, “Wallace & Billie Alley Memorial Parking Lot”.

The proposed name qualifies under Section III (e), as individuals who made a substantial contribution for acquisition, of the City of Kingsport, Tennessee’s Public Building Infrastructure, & Facility Naming Policy. The property has an appraised value from 4/15/2024 of \$44,000.

The future parking lot will include approximately 30 parking spaces. Project design is 90% complete. Funding for construction will be through future CIP allocations.

- Attachments:**
1. Resolution
 2. Property Location Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DONATION OF PROPERTY ON CLEEK ROAD FROM THE WALLACE FAMILY FOR A FUTURE GREENBELT PARKING LOT, NAMING THE PARKING LOT THE "WALLACE & BILLIE ALLEY MEMORIAL PARKING LOT"; AND AUTHORIZING THE MAYOR TO EXECUTE THE DONATION AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

WHEREAS, Wallace D. Alley, Jr., Martin E. Alley and David G. Alley, owners of the property located on Cleek Road, would like to donate approximately .781 acre of property for a future greenbelt parking lot, as shown on a survey titled "Survey of a Portion of Wallace Douglas Alley, Jr., Trustee of the Wallace Douglas Alley Jr. Living Trust and Martin Edward Alley and David Gale Alley Property" dated April 1, 2024; and

WHEREAS, the aforementioned property shall serve as a parking lot site to better service the city's needs for parking around the greenbelt walking path; and

WHEREAS, the family has requested that the donated .781 acre of property be memorialized with the name "Wallace & Billie Alley Memorial Parking Lot"; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the donation of approximately .781 acre of property owned by the Wallace and Billie Alley family, as shown on a survey titled "Survey of a Portion of Wallace Douglas Alley, Jr., Trustee of the Wallace Douglas Alley Jr. Living Trust and Martin Edward Alley and David Gale Alley Property" dated April 1, 2024, is approved.

SECTION II. That the future parking lot be memorialized with the name "Wallace and Billie Alley Memorial Parking Lot".

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Donation Agreement with the Wallace & Billie Alley family, LLC of approximately .781 acre of property and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement, including the naming of the future parking lot "Wallace & Billie Alley Memorial Parking Lot", execution of closing documents and acceptance of the Warranty Deed, 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:

DONATION AGREEMENT

THIS DONATION AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of the latest of the dates of execution by the parties hereto as shown by the date of notarization of the

signatures of the parties (hereinafter "Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, (hereinafter "City") and WALLACE D. ALLEY, JR., MARTIN E. ALLEY and DAVID G. ALLEY (hereinafter "Donors").

RECITALS

WHEREAS, the Donors are the owners of a certain parcel of land containing .781 acres, more or less, located in Kingsport, Sullivan County, Tennessee the legal description of which is more particularly set forth on Exhibit A attached hereto and hereby made a part hereof (the "Property"); and WHEREAS, Donors desire to donate the property to City; and WHEREAS, City is willing to accept donation of the Property.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

SECTION 1. PROPERTY DONATION. Subject to the terms and conditions herein, Donors hereby agree to donate the Property to City, and City hereby agrees to accept a donation of the Property. Donation of the Property shall be made by the Donors' execution of a Warranty Deed conveying the Property to City, which conveyance shall be free and clear of all liens and encumbrances except those to which City consents (the "Permitted Exceptions".) All property and interests of Donors to be conveyed hereunder are herein collectively called the "Property".

SECTION 2. CONDITIONS PRECEDENT. Prior to consummation of the donation, the following conditions precedent shall be satisfied.

a. Title Report. City shall, at it's expense, obtain a title report for the Property, which title report shall describe the current status of title to the Property and shall be accompanied by copies of all instruments which create exceptions to the title. City shall have a period of fifteen (15) days after its receipt of the title report and exception documents and the survey described below to examine same and to raise any objections to the title or survey that City has. If City raises any objections to the title or survey, within ten (10) days thereafter the Donors will advise City whether or not the Donors will seek to cure any such objections. If Donors agrees to undertake the cure, it shall have such time as Donors needs to successfully effect the cure. All matters of title and of survey to which City does not object, and all matters of title and survey to which City has objected and Donors cures to the City's satisfaction, shall be Permitted Exceptions. City shall not be required to accept the donation of the Property if there are any matters of title or survey to which City has objected and for which no cure satisfactory to City has been obtained.

b. Environmental Report. City shall, at it's expense, have an acceptable Phase I Environmental Report for the Property.

SECTION 3. DONATION VALUE. Based on an appraisal dated April 19, 2024, by Christopher R. Holt a licensed property appraiser, for purposes of this Donation Agreement the value of the Property shall be the sum of Forty Four Thousand Dollars (\$44,000) subject to the prorations and other adjustments as hereinafter provided. At the closing of the transfer of the Property, the City shall provide proof or confirmation of donation of the Property for intended civic purposes and public benefit; provided, however, the donation value of the Property shall not be construed to create or impose any additional duty, monetary or otherwise, upon the City with respect to the other provisions of this Agreement; and provided, further, the City does not warrant or represent the deductibility of the donation for income tax purposes. Whether the donation may be treated as a proper deduction for income tax purposes is and shall remain solely the responsibility of Donors.

SECTION 4. PAYMENT OF PROPERTY TAXES. Incident to its donation of the Property to City, the closing agent shall prorate the estimated taxes back to the Sellers. Sellers shall pay the outstanding taxes upon receipt of the tax notices.

SECTION 5. NO LIABILITY OF CITY OFFICIALS AND EMPLOYEES. No member, official, or employee of City shall be personally liable to Donors in the event any provision of the Agreement is unenforceable, or there is any default or breach by City, or for any amount which may become due under the Agreement, or on any obligations under the terms of the Agreement.

SECTION 6. CONVEYANCE OF PROPERTY. Donors shall convey clear and marketable title to the Property to City by Warranty Deed to said Property, without any restrictions or encumbrances except the proration real property taxes for the year in which the closing takes place and the Permitted Exceptions.

SECTION 7. CLOSING. Subject to the conditions set out in this Agreement, the closing shall occur on or before thirty (30) days after the Effective Date (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by City (the "Closing"). City and Donors agree to deliver and execute such documents as may be reasonable and necessary in the opinion of counsel for Donors and City to consummate and close the Donation and sale contemplated herein pursuant to the terms and provisions hereof.

SECTION 8. TITLE INSURANCE. City, at its expense, may secure an owner's title insurance commitment to issue a title insurance policy insuring City's fee simple interest in the Property to the extent of the Donation Price.

SECTION 9. POSSESSION. Delivery of possession of the Property to City shall occur at the successful completion of Closing.

SECTION 10. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

DONORS:

Wallace D. Alley, Jr., Martin E. Alley & David G. Alley
2 Spring Creek Wynd
Kingsport, Tennessee 37664

CITY:

City of Kingsport, Tennessee
415 Broad Street
Kingsport, Tennessee 37660

SECTION 11. PRORATIONS. All real property taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

SECTION 12. REZONING. City assumes any and all costs of rezoning the property for civic use.

SECTION 13. SPECIAL ASSESSMENTS. Donors assume the payment of any unpaid deferred charges or special assessments for public improvements levied before the Closing on or against the Property, including any tap fees for water or sewer service.

SECTION 14. REAL PROPERTY TAXES. City shall be responsible for all real property taxes levied against the Property after title is transferred, if any.

SECTION 15. EXPENSES OF DONORS. In closing this transaction, Donors shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) Any expenses needed to provide City with clear and marketable title to the Property;
- (c) The fees and expenses of any attorney or other advisor engaged by Donors in connection with this transaction; and
- (d) The commission or fees charged by any real estate broker or agent retained or used by the Donors in connection with this transaction.

SECTION 16. EXPENSES OF CITY. In closing this transaction, City shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed; and
- (c) Any fees charged in connection with any attorney or other advisor engaged by City in connection with this transaction.

SECTION 17. RISK OF LOSS. The risk of loss or damage to any of the Property described above by fire or other casualty shall remain with the Donors until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of City by written notice of such option to the Donors prior to the scheduled Closing. Should City elect to continue with the Donation following such loss or damage before Closing, City shall the right to close this Agreement at the stated Donation Price.

SECTION 18. DEFAULT. In addition to the default set out in subsection (b) of this Section 18, the failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, is a default.

(a) If City is in default of this Agreement, Donors shall give written notice to City, and City shall have ten (10) business days from the date of the receipt of such notice within which to cure such default.

If the Closing contemplated by this Agreement is not consummated on account of City's default hereunder, Donors shall be entitled to terminate this Agreement.

(b) If Donors are in default of this Agreement, City shall give written notice to Donors, and Donors shall have ten (10) business days from the date of the receipt of such notice within which to cure such default, provided, however, there shall be no cure period for Donors' failure to close. If the Closing contemplated by this Agreement is not consummated on account of Donors' default hereunder City shall be entitled to terminate this Agreement and City shall be entitled to specific performance and all other rights, privileges or remedies available to City at law or in equity, severally or cumulatively. A default of Donors shall include, but is not limited to, the failure or refusal of Donors to close on the sale of the Property, when scheduled, or to convey a clear and marketable title by warranty deed to City, as set forth herein.

SECTION 19. DONORS'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Donors hereby represent and warrant to City solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to City's obligations hereunder, be true and correct on the closing date:

(a) Donors have entered into no other presently effective agreement to sell the Property, or any

portion thereof, nor has it granted any presently effective option for the sale of the Property, or any portion thereof, or right of first refusal or right of first offer with respect thereto;

(b) Donors have no knowledge of pending or contemplated condemnation proceedings affecting the Property, the abutting streets, or *any* part thereof;

(c) Donors are not now a party to any litigation with respect to the Property, and Donors know of no litigation or threatened litigation affecting the title to the Property (and Donors shall give City prompt notice of the institution or threat of *any* such litigation prior to the Closing Date);

(d) Donors are not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, and City has no obligation to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Donors in the transaction contemplated hereby;

(e) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Donors on the Closing Date, and the performance by Donors of Donors' duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the Donation and sale of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which Donors are a party, or any judicial order or judgment of any nature by which Donors are bound; and

(f) All necessary and appropriate action has been taken by Donors authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Donors of the documents and instruments to be executed by Donors on the Closing Date, and the performance by Donors of Donors' duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the Donation and sale of the Property as contemplated herein.

SECTION 20. CITY'S WARRANTIES, REPRESENTATIONS AND COVENANTS. City hereby represents and warrants to Donors solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to Donors' obligations hereunder, be true and correct on the closing date:

(a) The execution and delivery of this Agreement and the performance by City of its obligations hereunder have been duly authorized by all required action of City;

(b) City does not require any consents or approvals from any third party with respect to the execution and delivery of this Agreement or with respect to the performance by City of its obligations hereunder, including the Donation of the Property from Donors;

(c) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by City on the Closing Date, and the performance by City of City's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the Donation of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which City is a party, any judicial order or judgment of any nature by which City is bound; and

(d) All necessary and appropriate action has been taken by City authorizing and approving the execution of and entry into this Agreement, the execution and delivery by City of the documents and instruments to be executed by City on the Closing Date, and the performance by City of City's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the Donation and sale of the Property as contemplated herein.

SECTION 21. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

SECTION 22. MERGER CLAUSE; ENTIRE AGREEMENT; MODIFICATIONS. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Donors. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein, and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

SECTION 23. POST CLOSING SURVIVAL. Wherever in this Agreement Donors or City shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Donors and City.

SECTION 24. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

SECTION 25. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

SECTION 26. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

SECTION 27. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 28. MISCELLANEOUS.

(a) This Agreement is intended to be solely for the benefit of the parties hereto and their respective successors and assigns, and the provisions of this Agreement are not intended to be, and shall not be construed, for the benefit of any third party.

(b) The rights and remedies provided by this Agreement are cumulative in nature and are in addition to, and not in lieu of, any other rights afforded by law.

(c) This Agreement may not be modified except in a writing executed by all of the parties.

(d) Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders.

SECTION 29. FURTHER ACTS. Each party hereto agrees to do execute, acknowledge and deliver all such further acts, assignments, transfers, assurances, and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereto in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the Donation 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 17th day of September, 2024.

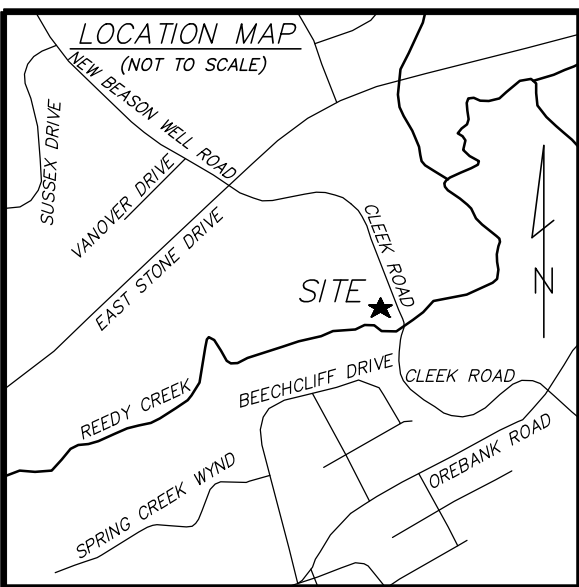
PAUL W. MONTGOMERY, MAYOR

ATTEST:

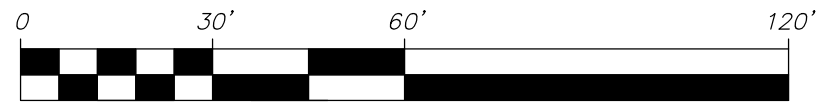
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

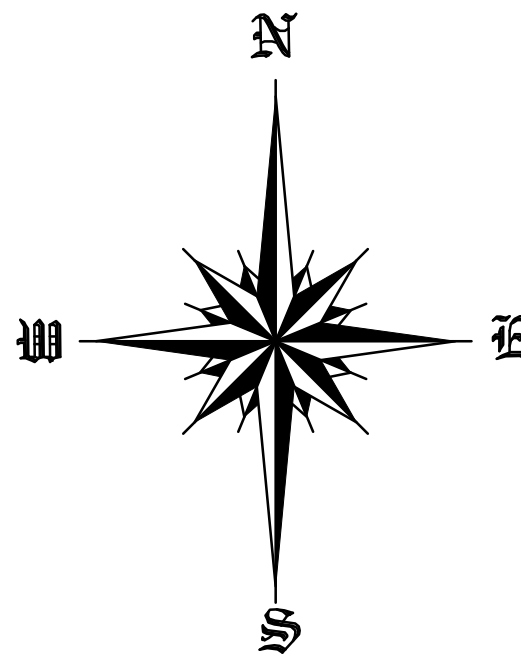


**SURVEY OF A PORTION OF THE
WALLACE DOUGLAS ALLEY JR., TRUSTEE OF THE WALLACE
DOUGLAS ALLEY JR. LIVING TRUST, & MARTIN EDWARD
ALLEY, & DAVID GALE ALLEY PROPERTY
TBD, CLEEK ROAD, KINGSPORT, TN 37660
10TH CIVIL DISTRICT
SULLIVAN COUNTY, TENNESSEE
APRIL 1, 2024**



SCALE: 1" = 30'

(BASIS OF BEARINGS)
TENNESSEE GRID NORTH (NAD83)



SURVEY NOTES

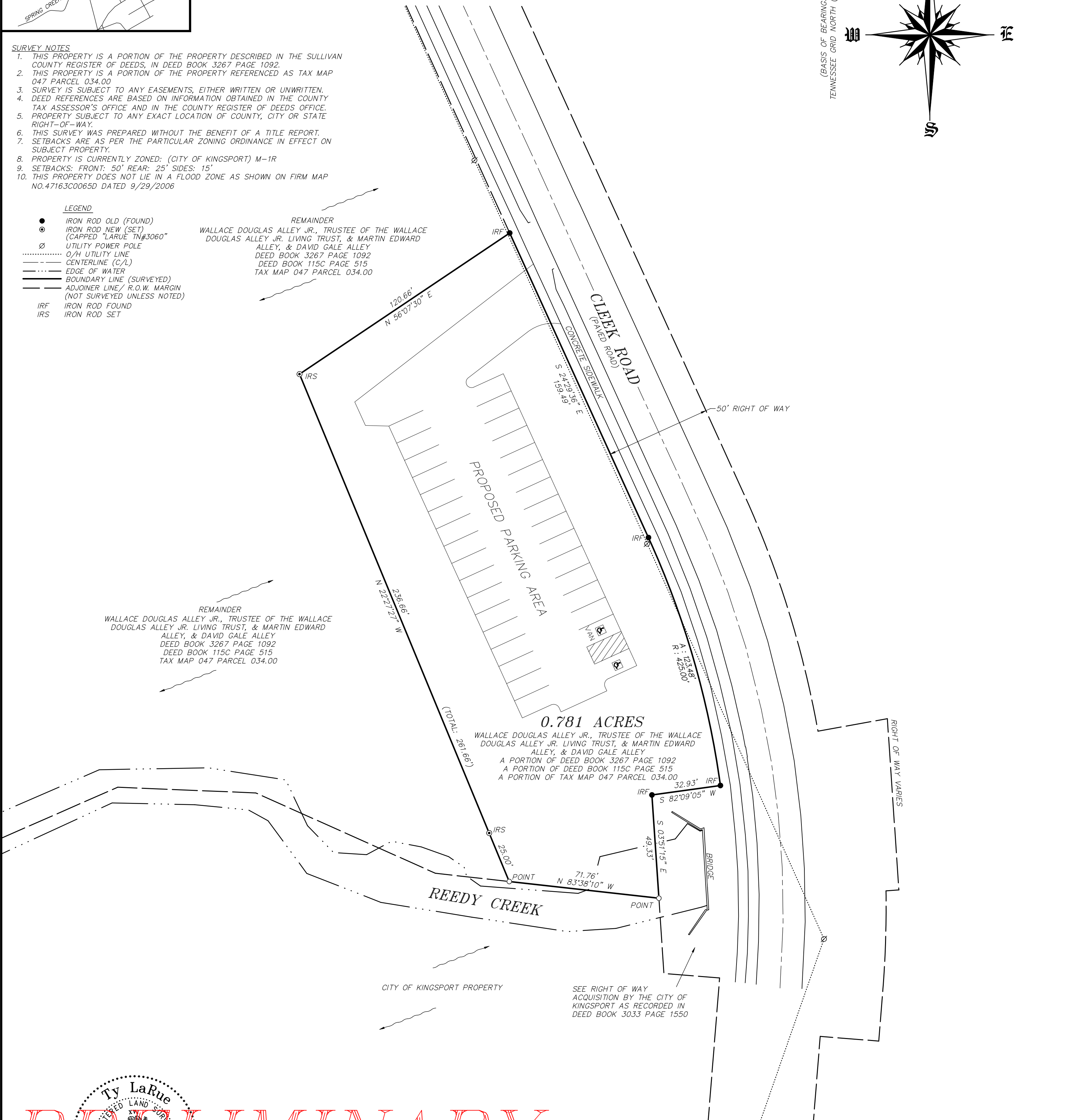
1. THIS PROPERTY IS A PORTION OF THE PROPERTY DESCRIBED IN THE SULLIVAN COUNTY REGISTER OF DEEDS, IN DEED BOOK 3267 PAGE 1092.
2. THIS PROPERTY IS A PORTION OF THE PROPERTY REFERENCED AS TAX MAP 047 PARCEL 034.00.
3. SURVEY IS SUBJECT TO ANY EASEMENTS, EITHER WRITTEN OR UNWRITTEN.
4. DEED REFERENCES ARE BASED ON INFORMATION OBTAINED IN THE COUNTY TAX ASSESSOR'S OFFICE AND IN THE COUNTY REGISTER OF DEEDS OFFICE.
5. PROPERTY SUBJECT TO ANY EXACT LOCATION OF COUNTY, CITY OR STATE RIGHT-OF-WAY.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. SETBACKS ARE AS PER THE PARTICULAR ZONING ORDINANCE IN EFFECT ON SUBJECT PROPERTY.
8. PROPERTY IS CURRENTLY ZONED: (CITY OF KINGSPORT) M-1R
9. SETBACKS: FRONT: 50' REAR: 25' SIDES: 15'
10. THIS PROPERTY DOES NOT LIE IN A FLOOD ZONE AS SHOWN ON FIRM MAP NO.47163C0065D DATED 9/29/2006

LEGEND

- IRON ROD OLD (FOUND)
- IRON ROD NEW (SET)
(CAPPED "LARUE TN#3060")
- ⊕ UTILITY POWER POLE
- O/H UTILITY LINE
- - - CENTERLINE (C/L)
- EDGE OF WATER
- BOUNDARY LINE (SURVEYED)
- ADJOINER LINE/ R.O.W. MARGIN
(NOT SURVEYED UNLESS NOTED)
- IRF IRON ROD FOUND
- IRS IRON ROD SET

REMAINDER
WALLACE DOUGLAS ALLEY JR., TRUSTEE OF THE WALLACE
DOUGLAS ALLEY JR. LIVING TRUST, & MARTIN EDWARD
ALLEY, & DAVID GALE ALLEY
DEED BOOK 3267 PAGE 1092
DEED BOOK 115C PAGE 515
TAX MAP 047 PARCEL 034.00

REMAINDER
WALLACE DOUGLAS ALLEY JR., TRUSTEE OF THE WALLACE
DOUGLAS ALLEY JR. LIVING TRUST, & MARTIN EDWARD
ALLEY, & DAVID GALE ALLEY
DEED BOOK 3267 PAGE 1092
DEED BOOK 115C PAGE 515
TAX MAP 047 PARCEL 034.00



0.781 ACRES

WALLACE DOUGLAS ALLEY JR., TRUSTEE OF THE WALLACE
DOUGLAS ALLEY JR. LIVING TRUST, & MARTIN EDWARD
ALLEY, & DAVID GALE ALLEY
A PORTION OF DEED BOOK 3267 PAGE 1092
A PORTION OF DEED BOOK 115C PAGE 515
A PORTION OF TAX MAP 047 PARCEL 034.00



I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000 AS SHOWN HEREON AND IS DONE IN COMPLIANCE WITH THE "TENNESSEE MINIMUM STANDARDS OF PRACTICE".

© COPYRIGHT I.M.S.C.I. 2024

AQUATIC BUFFER NOTE:
DISTURBANCE IN STREAMS AND FLOODWAYS - THE APPLICANT FOR PROPOSED LAND DISTURBANCE ACTIVITIES IN STREAMS AND DESIGNATED FLOODWAYS SHALL BE REQUIRED TO PROVIDE EVIDENCE OF OBTAINING APPROPRIATE PERMITS FROM FEDERAL AND STATE REGULATORY AGENCIES OR A WRITTEN WAIVER OF SUCH PERMITS PRIOR TO THE ISSUANCE OF A GRADING PERMIT BY THE COUNTY. IN ALL CASES WHERE THE DEVELOPMENT SITE HAS STREAMS AND IS NOT DESIGNATED AS A FLOODWAY ON THE MOST RECENT FLOOD INSURANCE RATE MAP OR OTHER BEST AVAILABLE CERTIFIED DATA, A MINIMUM OF 30 FEET SHALL BE RESERVED ALONG THE HIGHEST WATER MARK OR CREEK BANK ON BOTH SIDES OF THE CHANNEL AS A PROTECTED UNDISTURBED RIPARIAN/BUFFER ZONE AS MADE LAW BY THE TENNESSEE WATER QUALITY CONTROL ACT, T.C.A. 69-3.

CERTIFICATE OF ACCURACY	
I HEREBY CERTIFY THAT THE SURVEY SHOWN AND DESCRIBED HEREON IS AN ACCURATE AND PRECISE SURVEY TO THE ACCURACY REQUIRED BY THE SULLIVAN COUNTY REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, TO THE SPECIFICATIONS OF THE SUBDIVISION REGULATIONS.	
DATE	_____
TENNESSEE REGISTERED LAND SURVEYOR	_____

WALLACE, MARTIN, & DAVID ALLEY DIVISION			
CITY OF KINGSPORT REGIONAL PLANNING COMMISSION			
TOTAL ACRES	0.781 ACRES	TOTAL LOTS	1
ACRES NEW ROAD	0	MILES NEW ROAD	0
OWNER	WALLACE, MARTIN, & DAVID ALLEY	CIVIL DISTRICT	10TH
SURVEYOR	Ty LaRue	CLOSURE ERROR	1: 10,000
SCALE:	1" = 30'		



AGENDA ACTION FORM

Consideration of a Resolution Amending Resolution #2025-040

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

Action Form No.: AF-262-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Committee
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will amend Resolution #2025-040 to include up to \$300,000 to make necessary improvements to suites 120,122, and 123 to make it occupiable for the Kingsport Public Library.

The Kingsport Public Library (KPL) is anticipating bidding the library renovation project in Q4 of 2024 and anticipates operating from the Fort Henry Mall beginning in Q4 of 2024 or Q1 of 2025. KPL’s timeline for operating from the mall is dependent upon contractor and moving company availability. KEDB approved a lease with Hull Properties for suites 120,122, and 123, approximately 15,521 sqft, during their regularly scheduled meeting on August 6th. KEDB is subleasing this property to the City of Kingsport to be occupied by KPL.

The sublease terms are for a period of twenty-four months. There is not a lease payment during this period, but KPL is responsible to pay for utilities, maintenance, and general maintenance of the occupied space.

The amendment of \$200,000 to \$300,000 is necessary due to escalation of electrical and Information Technology infrastructure. The resolution also includes language allowing flexibility of additional dollars if unforeseen circumstances are encountered.

Funding is identified in GP2300.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2025-040 TO INCREASE THE AMOUNT FOR REPAIRS AND RENOVATIONS; REGARDING THE SUBLEASE AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD FOR THE CITY OF KINGSPORT, TENNESSEE FOR SPACE AT THE FORT HENRY MALL FOR THE KINGSPORT PUBLIC LIBRARY AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBLEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on August 20, 2024, the board approved a sublease with Industrial Development Board for the city of Kingsport, Tennessee (KEDB) to lease suites 120, 122, and 123 at the Fort Henry Mall located at 2101 Fort Henry Drive (Res. No. 2025-040) and approved funds of \$200,000.00 for KEDB to make necessary improvements to make the space suitable for the library's needs; and

WHEREAS, since that time, due to escalation of electrical and Information Technology infrastructure, the city would like to increase the amount to \$300,000.00.

WHEREAS, funding is identified in GP2300.

Now therefore,

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

SECTION I. That the increase in the amount given to the Industrial Development Board for the city of Kingsport, Tennessee (KEDB) to make necessary improvements to make the space suitable for the library's needs at the Fort Henry Mall to \$300,000.00, is approved.

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

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Approve the FY24 Stormwater Annual Compliance Report for TDEC

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

Action Form No.: AF-259-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: A. McMullen
Presentation By: R. McReynolds

Recommendation:
Approve Resolution

Executive Summary:
Kingsport’s stormwater permit requires that the municipal separate storm sewer system (MS4) submit an annual report, signed by the Mayor, to the Tennessee Department of Environment and Conservation (TDEC) by September 30 of each calendar year that covers the previous compliance year. This report is submitted online.

A requirement states that prior to submitting the report to TDEC, the MS4 must publicly present the annual report for suggestions and comment. The annual report was posted to the city’s website on August 30, 2024 at <https://www.kingsporttn.gov/wp-content/uploads/2023/08/Stormwater-Annual-Report-combined-1.pdf> where the public is invited to submit questions and comments regarding the City of Kingsport’s 2023 MS4 Annual Report. Public notice was published in the Kingsport Times News on August 21, 2024.

- Attachments:**
1. Resolution
 2. MyTDEC Form FY24 Annual Compliance Report
 3. FY24 Stormwater Annual Report
 4. Solicitor’s Statement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
STORMWATER ANNUAL COMPLIANCE REPORT REQUIRED
BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND
CONSERVATION

WHEREAS, the storm water permit from the Tennessee Department of Environment and Conservation requires the city submit an annual report for its stormwater and storm sewer systems; and

WHEREAS, a public notice to receive suggestions and comments must be issued prior to the adoption of the annual report; and

WHEREAS, on August 30, 2024, the annual report was posted on the city's website: <https://www.kingsporttn.gov/wp-content/uploads/2023/08/Stormwater-Annual-Report-combined-1.pdf>, and was open for the public to submit questions and comments; and

WHEREAS, a public meeting was held by the board of mayor and aldermen on September 17, 2024.

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, the Stormwater Annual Compliance Report required by the Tennessee Department of Environment and Conservation.

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

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

ADOPTED this the 17th day of September, 2024.

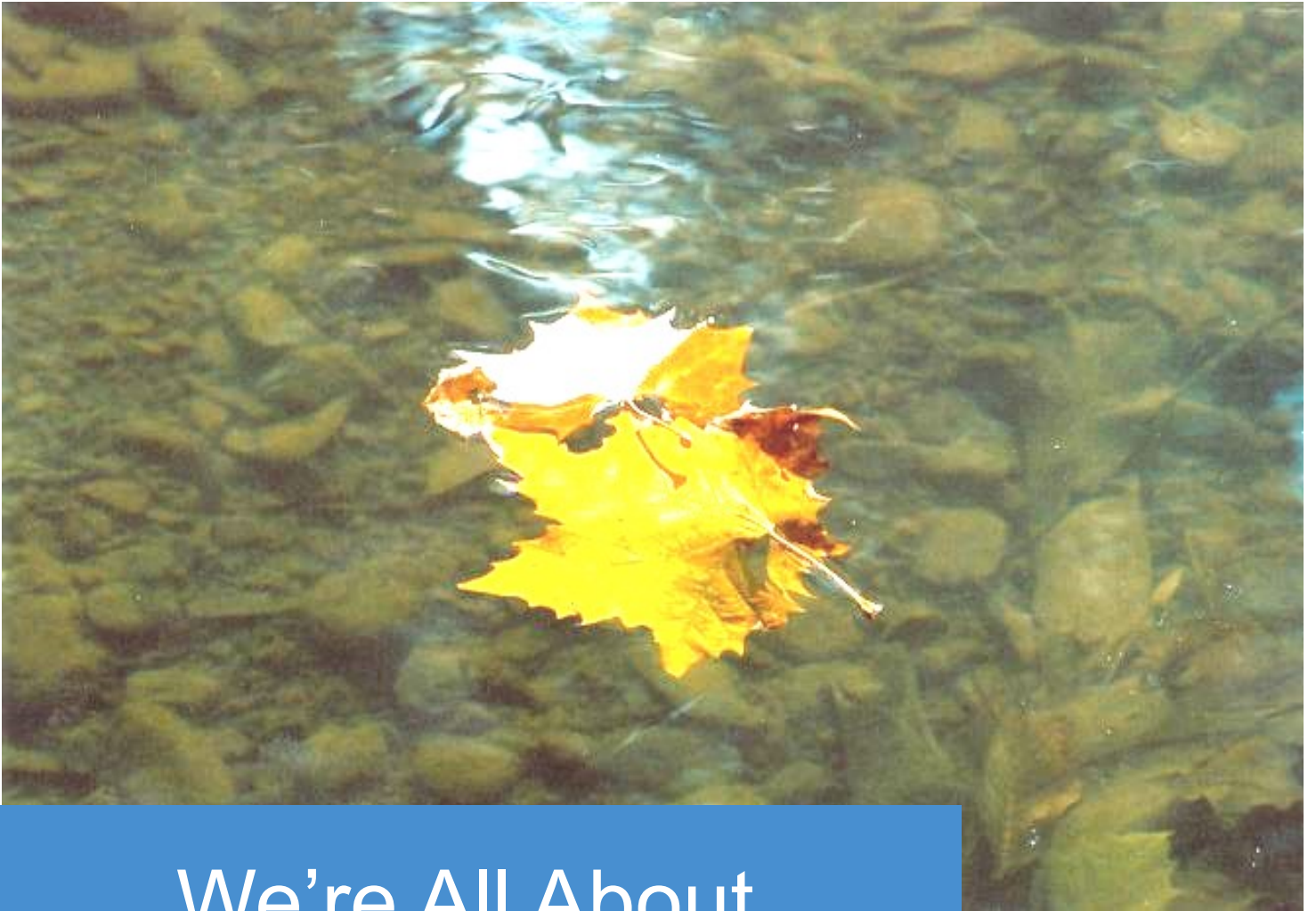
PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



We're All About
CLEAN Water



2024 MS4 Annual Report
STORMWATER MANAGEMENT

Clean Water. Public Health. Serving Citizens.

Item XIV1.

City of Kingsport Stormwater Utility

HISTORY In November 2011, the Stormwater Management Utility was established, as required by The Federal Clean Water Act for cities with more than 10,000 residents, to implement a stormwater program to control and monitor polluted stormwater runoff.

PURPOSE To address stormwater pollution and flooding issues, allowing the City to reduce runoff contaminants, while prioritizing and initiating flood mitigation projects.

The utility is responsible for the operation, construction, maintenance, and rehabilitation of stormwater facilities; for stormwater system planning, property acquisition related to stormwater management, and for review of stormwater development plans for compliance with federal and state regulations, stormwater management ordinances, policies, procedures and manuals.

GOALS Comprehensively examine flooding and stormwater issues in the community;

As a Tennessee Department of Environment and Conservation qualified local program, allow the development community greater flexibility and timeliness in determining how best to meet federal mandates;

Adequately fund stormwater management needs at the lowest possible cost by proactive action;

Reduce flooding;

Improve stream habitat, conditions and water quality. Work toward de-listing of impaired streams within the City limits.



ACTIVITIES / ACCOMPLISHMENTS

In accordance with the City's MS4 NPDES permit, the Stormwater Division must file this report with the Tennessee Department of Environment and Conservation (TDEC) to document the activities completed in the past fiscal year. The activities noted are within the required program areas of the MS4 permit. The City's permit compliance activities are subject to periodic audits by TDEC.

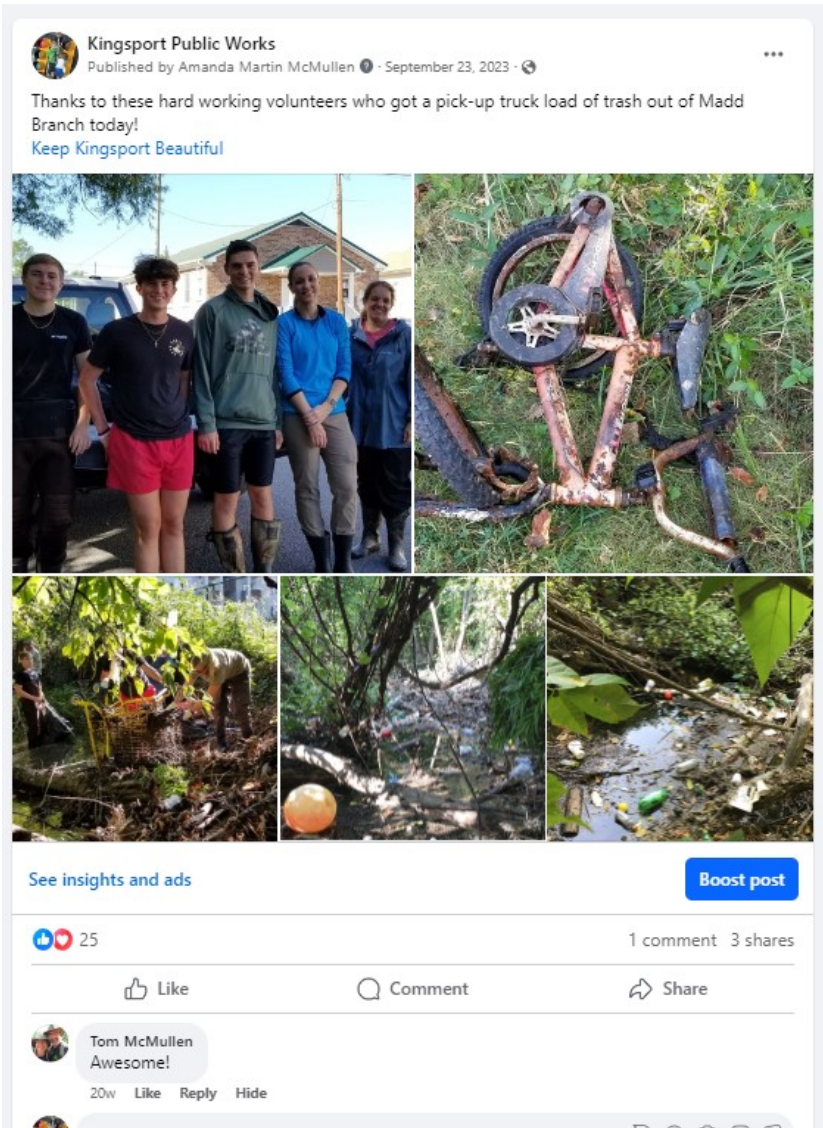
Many activities have been completed that go beyond the requirements of the NPDES permit. This report provides opportunity for activity updates:

- In September 2023, the Stormwater Division held its 6th annual Storm Drain Art Contest. Five storm drains were enhanced with public art, done by local amateur artists, with the purpose being environmental education.

ACTIVITIES / ACCOMPLISHMENTS (continued)

- In March 2024, the Stormwater Division constructed and distributed 50 rain barrels to local residents, with all proceeds going to Keep Kingsport Beautiful. When used, these will catch stormwater runoff and utilize it for lawns and gardens.
- In January 2024, the Stormwater Division distributed stormwater activity booklets to 4th graders within Kingsport City Schools.
- In April 2024, the Stormwater Division gave away 50 tree seedling bundles to local residents. As these seedlings grow, they will reduce stormwater runoff from residents' yards.
- In September 2023, the Stormwater Division hosted a stream clean-up of Madd Branch. Volunteers collected litter and dumped items from in and around the creek.
- In May 2024, Stormy the raindrop appeared at Public Works Day, and along with a Stormwater staff member, helped distribute educational materials to attendees.
- In July 2023, Stormy the raindrop visited the Summer Program at VO Dobbins. A Stormwater staff member gave a short talk to children about Stormwater issues.
- In September 2023, a Stormwater staff member was a presenter at Keep Kingsport Beautiful's Conservation Camp. Pollution in a watershed was demonstrated through a hands-on model.
- Between July 2023 and June 2024, the Stormwater Division did 35 inspections of Storm water quality units. These facility inspections were documented in the Cartegraph database.
- Between July 2023 and June 2024 a Stormwater staff member completed Visual Stream Assessments, per TDEC's non-analytical monitoring requirement, for 9 streams. This data will lead to increased understanding of the impairments of each stream.
- A City of Kingsport staff member does monthly inspections of active construction sites to ensure erosion prevention and sediment control measures are being implemented.
- The City of Kingsport continues to encourage re-development and awards Water Quality credit for reduction of impervious surface.
- The 'ConnectKingsport' cell phone app continues to provide citizens with the ability for real time input of drainage issues and concerns. This app gives citizens a means to notify City staff of drainage problems such as clogged drains and pipes, illicit discharges, and construction site issues.
- 'ConnectKingsport' requests, as well as any subsequent repair work by City staff, is documented within the Cartegraph asset management system. Cartegraph data allow City leaders to optimize decision making processes and increase level of service to citizens.
- Continuing inspections of certain 'hot spots' before and after significant storm events are managed via the Cartegraph asset management system. Crews are dispatched to inspect and clean obstructions from culverts and catch basins that are known to trap debris.
- Kingsport staff members currently hold Regional Chair and Board Member leadership positions with the Tennessee Stormwater Association (TNSA). A member of the Stormwater Division attends the TNSA annual conference.
- A Stormwater staff member currently attends monthly meetings of the Keep Kingsport Beautiful Council.

ACTIVITIES / ACCOMPLISHMENTS (continued)



← Madd Banch Stream Clean-up 2023

Storncy at Public Works Day 2024 →



Item XIV1.

OCTOBER 25 2023

STORM DRAIN ART WINNERS

The winners of this year's Storm Drain Art Contest have completed their works, which are now on full display for the community to enjoy.

The contest – now in its sixth year – is a partnership with the city's stormwater department, the Office of Cultural Arts and Engage Kingsport. The goal of the contest is to raise awareness about the importance of protecting our rivers, stream habitat, and aquatic wildlife.

This year's contest is sponsored by Barge Design Solutions, Gresham Smith, Mattern & Craig and Now or Never Gallery Tattoo.

THE WINNERS AND LOCATIONS OF THEIR ARTWORK:

Trista Demoranville
(on Ravine Road between Holston Valley and the Kingsport Greenbelt)



Chad Crawford
(the roundabout between Dobyns-Bennett High School and the Kingsport Civic Auditorium)



Michele Harbaugh
(on Ormond Drive in front of Johnson Elementary School)



Kaitlyn Snyder
(on Wheatley Street in front of the Head Start office)



Sommer Franklin
(on Clinchfield Street in front of the Kingsport Chamber of Commerce)



Item XIV1.

← 6th Annual Storm Drain Art Contest 2023

Stormy visits VO Dobbins Summer Program 2023



ACTIVITIES / ACCOMPLISHMENTS (continued)



← Tree seedling giveaway 2024



↑ Rain Barrel Sale 2024

← Conservation Camp 2023

Kingsport Public Works
Published by Amanda Martin McMullen · September 12, 2023 ·

The Stormwater Division participated in [Keep Kingsport Beautiful's Conservation Camp](#) today.

See insights and ads [Boost post](#)

5

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We're All About
CLEAN Water

Solicitors Certification Statement

(Date)

{Name and Address of Legal Counsel}

Re: City of Kingsport, Tennessee– (TNS075388)

As counsel for the City of Kingsport, Tennessee the following statement is submitted pursuant to the requirements contained in the State of Tennessee NPDES MS4 General Permit TNS000000 regarding legal authority for the City of Kingsport to implement the MS4 Stormwater Management Program (SWMP).

The City of Kingsport has adequate authority to carry out the program described in MS4 General Permit TNS000000.

The legal authority requirements outlined in the MS4 General Permit TNS000000, subpart 4.7, are addressed within specific chapters and sections of the City of Kingsport's Code of Ordinances, **Part II, Chapter 38 (Environment), Article III (Stormwater Management)**. These requirements are met through **Division 3 (Erosion Prevention and Sediment Control)**, **Division 4 (Permanent Stormwater Management)**, **Division 7 (Inspections, Operation and Maintenance)**, **Division 9 (Nonstormwater Discharges)**, and **Division 10 (Enforcement)**. These sections collectively provide the necessary legal authority.

- a. **Division 9 (Nonstormwater Discharges)** of the City of Kingsport's Code of Ordinances, Part II, **Chapter 38, Article III** prohibits non-stormwater discharges into the storm sewer system. **Division 10 (Enforcement), Sec.38-335 (Civil penalties)** authorize appropriate enforcement procedures and actions.
- b. **Division 3 (Erosion Prevention and Sediment Control)** of the City of Kingsport's Code of Ordinances **Chapter 38, Article III** requires erosion and sediment controls. **Division 3, Sec. 38-144 (Compliance)** along with **Division 10 (Enforcement)** provide for sanctions to ensure compliance.
- c. **Division 4 (Permanent Stormwater Management)** of the City of Kingsport's Code of Ordinances **Chapter 38, Article III** addresses post-construction/permanent stormwater runoff from new development and redevelopment projects. New development or redevelopment projects may not discharge to the MS4 system without an approved stormwater management plan which may contain various **Item XIV1.** conditions, and prohibitions as found in **Sec. 38-169 (Design Criteria)**. **Division 10 (Enforcement)** provides for sanctions

to ensure compliance.

d. The City of Kingsport, Tennessee, has the authority to obtain remedies for noncompliance, seek injunctive relief, assess penalties, and enact the enforcement response plan as required by subpart 4.5 of permit TNS000000. The City may seek injunctive relief for noncompliance if such noncompliance might result in irreparable harm to the MS4 system, the health and safety of workers, or the environment, especially when damages at law would not provide an adequate remedy. Civil penalties are authorized by Chapter 38, Article III, Division 10, Sec. 38-335(a) of the City of Kingsport's Code of Ordinances. These penalties may amount to a sum not exceeding \$5,000 per day per violation. Injunctive relief is also authorized by the aforementioned Titles, Chapters, and Sections of the City's Code of Ordinances.

e. [REDACTED] of the City of Kingsport's Code of Ordinances requires compliance with conditions in ordinance, permits, contract, orders, or other requirements.

f. The City of Kingsport, Tennessee may conduct inspection, surveillance, and monitoring activities and shall have the authority to enter the premises of any discharger in which a discharge source or permanent stormwater control measure is located or in which records are required to be kept to assure compliance with Stormwater Management Program requirements under authority granted in City of Kingsport's Code of Ordinances Chapter 38, Article III, Division 7, Sec. 38-253 (Right of entry).

As stated above, the City of Kingsport, Tennessee has sufficient authority to implement the requirements of its Stormwater Management Program to minimize the discharge of pollutants to the maximum to the maximum extent practicable, and by direct enforcement of its City of Kingsport's Code of Ordinances Chapter 38, Article III.

Sincerely,

NPDES MS4 Annual Report

version 1.8

(Submission #: HQ5-GJPP-KN4P6, version 1)

Details

Originally Started By AMANDA MCMULLEN

Submission ID HQ5-GJPP-KN4P6

MS4 Owner Name City of Kingsport

Status Draft

Form Input

General Information

Permit Number
TNS075388

MS4 Owner/Operator (e.g. City of ...)
City of Kingsport

County
Sullivan

Reporting Period

Per subpart 5.1

- a. The Annual Report shall cover the period beginning on July 1st and ending on June 30th;
- b. The Annual Report shall be due on September 30th after the end of the reporting period.

Reporting Period Start Date
07/01/2023

Reporting Period End Date
06/30/2024

MS4 Population At NOI Submittal
Population greater than or equal to 50,001

Name and contact information of MS4 Responsible Authority (e.g. Mayor ...)

Prefix

Hon.

First Name **Last Name**
Paul *Montgomery*

Title
Mayor

Company Name
City of Kingsport

Phone Type **Number** **Extension**
Business 423-229-9412

Email
PaulMontgomery@kingsporttn.gov

Address
415 BROAD ST
KINGSPORT, TN 37660

Designated MS4 Stormwater Management Program Contact

Prefix

Mr.

First Name

CHAD

Last Name

AUSTIN

Title

ASSISTANT UTILITY DIRECTOR-Engineering/Operations Utility Services Division

Company Name

CITY OF KINGSPORT

Phone Type

Business

Number

4232299454

Extension

Email

ChadAustin@KingsportTN.gov

Address

1113 KONNAROCK RD

KINGSPORT, TN 37664

MCM 1: Public Education

Below report on the educational activities completed during the reporting year. Delete unused rows (click X at end of row). Add rows (add row button on bottom of table) to report add activities.

Provide the number of activities completed during the reporting year for the Public (Subpart 4.2.1.1. of the permit).

8

Provide the number of activities completed during the reporting year for the Engineering and Development Community (Subpart 4.2.1.2. of the permit).

3

For new employees: provide the total number of employees NOT educated in accordance with the PIE plan within 6 months?

0

For existing employees: provide the total number of employees NOT educated in accordance with the PIE plan within the permit term.

0

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.1.1. the MS4 is required to conduct six (6) activities during the reporting year addressing each of the four (4) management measures for the public. A single activity may address multiple management measures. You may need to use the scroll bars to view the whole table. To Add a Row - Click Add Row near the bottom right of the table. To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.1.1.a.General awareness of the impacts on water quality.)

Management Measure: SCM/BMP Maintenance (Select Yes if the activity listed in this row addressed the 4.2.1.1.b. Awareness of the importance of maintenance activities for operators of permanent Best Management Practices (BMPs)/Stormwater Control Measures (SCMs).)

Management Measure: Storage, Use, Disposal of Fluids (Select Yes if the activity listed in this row addressed the 4.2.1.1.c. Awareness of the proper storage, use, and disposal of pesticides, herbicides, fertilizers oil and other automotive-related fluids.)

Management Measure: Illicit Discharges (Select Yes if the activity listed in this row addressed the 4.2.1.1.d. Awareness of identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the

Item XIV1.

activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. school age children, Homeowners with SCMs) A broad based event such as tabling at a festival may list general public as the specifically targeted audience.

of Audience (Enter the approximate number of individuals that were reached with this activity.)

Sponsored Activities (Identify if the event sponsored monetarily e.g. money or as a donation in kind e.g. goods or services by the MS4 program. If it was not a sponsored activity, leave N/A in the cell.)

Provide the status of your MS4 program’s public education and outreach activities for the Public audience during the reporting period.

Target Audience	Activity Description	Management Measure: Impacts on Water Quality	Management Measure: SCM/BMP Maintenance	Management Measure: Storage, Use, Disposal of Fluids	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Spc Ac
Public	TNSA social media campaign	Yes	Yes	Yes	Yes	07/01/2023	Facebook subscribers	1583	Moi
Public	Kingsport Alerts Facebook Page	Yes	Yes	Yes	Yes	04/03/2024	Kingsport residents	364	N/A
Public	Storm Drain Art article	Yes	No	No	No	09/01/2023	Kingsport Times news subscribers	8275	N/A
Public	Stormy School Visits	Yes	No	Yes	Yes	07/13/2023	local children	61	N/A
Public	Stormwater activity booklets	Yes	No	Yes	Yes	01/24/2024	local 4th graders	570	N/A
Public	City website Stormwater Page	Yes	Yes	Yes	Yes	07/01/2023	residents	972	N/A
Public	Annual Water Quality Report	Yes	No	Yes	Yes	07/01/2023	water customers	37000	N/A
Public	Newspaper SCM article X4	No	Yes	No	No	04/03/2024	Kingsport Times News subscribers	8275	N/A

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.1.2. the MS4 is required to conduct two (2) activities during the reporting year addressing each of the two (2) management measures for the Engineering and Development Community. A single activity may address multiple management measures. You may need to use the scroll bars to view the whole table.
 To Add a Row - Click Add Row near the bottom right of the table
 To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Long Term Water Quality Impacts (Select Yes if the activity listed in this row addressed the 4.2.1.2.a Awareness of the stormwater ordinances, regulations, and guidance materials related to long-term water quality impacts.)

Management Measure: Construction Water Quality Impacts (Select Yes if the activity listed in this row addressed the 4.2.1.2.b. Awareness of stormwater ordinances, regulations, and guidance materials related to construction phase water quality impacts.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. restaurants, Engineers, Developers) A broad based event such as tabling at a local trade show may list commercial and development community as the specifically targeted audience.

of Audience (Enter the approximate number of individuals that were reached with this activity.)

Provide the status of your MS4 program's public education and outreach activities for the Engineering and Development Community during the reporting period.

Target Audience	Activity Description	Management Measure: Long Term Water Quality Impacts	Management Measure: Construction Water Quality Impacts	Date of Activity	Specifically Targeted Audience	# of Audience
Engineering and Development Community	Pre-construction meetings	Yes	Yes	07/01/2023	contractors and developers	120
Engineering and Development Community	Fats, Oils and Grease Program	Yes	No	07/01/2023	restaurants and food service	158
Engineering and Development Community	City website Stormwater Page	Yes	Yes	07/01/2023	engineers and developers	972

Supporting Documentation for Activities described in this section.

NONE PROVIDED

Comment

Supporting data available upon request.

Notes:

NONE PROVIDED

MCM 2: Public Involvement And Participation

Below report on the involvement/participation activities completed during the reporting year. Delete unused rows (click X at end of row). Add rows (add row button on bottom of table) to report add activities.

Is your Stormwater Management Program Plan documentation available online?

Yes

Provide the web address for the Stormwater Management Program plan documentation

<https://www.kingsporttn.gov/city-services/public-works/water-services/stormwater/>

Was the MS4 program documentation formally placed on public notice during the reporting year?

Yes

Provide a copy of the public notice and response to comments.

[MS4 SWMP Public Notice.pdf - 09/03/2024 09:33 AM](#)

Comment

NONE PROVIDED

Subpart 4.2.2. requires the following in the annual report
Detail applicable changes as directed in subpart 4.4.1
This requirement will be located in the Program Modifications Section

Is information for all construction site projects accessible to the public?

Yes

Number of comments received from the public on construction site projects.

3

Are all comments from the public on construction site projects considered?

Yes

Number of reports (or complaints) during the reporting period received from the public via public reporting system (IDDE reports)?

4

Provide the number of activities completed during the reporting year for the General Public (Subpart 4.2.2.1. of the permit).

8

Provide the number of activities completed during the reporting year for the Commercial and Development Community (Subpart 4.2.2.2. of the permit).

2

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.2.1. the MS4 is required to conduct six (6) activities during the reporting year addressing each of the four (4) management measures for the general public. A single activity may address multiple management measures.
 You may need to use the scroll bars to view the whole table.
 To Add a Row - Click Add Row near the bottom right of the table
 To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Pollution Prevention (Select Yes if the activity listed in this row addressed the 4.2.2.1.a Pollution Prevention Management Measure.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.2.1.b. Impacts on water quality or local stormwater management issues.)

Management Measure: Storage, Use, Disposal of Fluids (Select Yes if the activity listed in this row addressed the 4.2.2.1.c. Storage, use, and disposal of household hazardous waste, automotive related fluids, pesticides, herbicides, and fertilizers use.)

Management Measure: Illicit Discharges (Select Yes if the activity listed in this row addressed the 4.2.2.1.d. Identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. school age children, Homeowners with SCMs) A broad based event such as tabling at a festival may list general public as the specifically targeted audience.

of Audience (Enter the approximate number of individuals that were reached with this activity.)

Sponsored Activities (Identify if the event sponsored monetarily e.g. money or as a donation in kind e.g. goods or services by the MS4 program. If it was not a sponsored activity, leave N/A in the cell.)

Provide the status of your MS4 program’s public involvement/participation activities for the General Public audiences during the reporting period.

Target Audience	Activity Description	Management Measure: Pollution Prevention	Management Measure: Impacts on Water Quality	Management Measure: Storage, Use, Disposal of Fluids	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sp A
General Public	Stream Clean-up	Yes	Yes	Yes	Yes	09/23/2023	community volunteers	7	N/A
General Public	Keep Kingsport Beautiful Conservation Camp	Yes	Yes	Yes	No	09/12/2023	local 4th graders	800	N/A
General Public	Public Works Day	Yes	Yes	Yes	Yes	05/24/2024	local families	400	N/A
General Public	Storm Drain Art	Yes	Yes	No	No	09/01/2023	local artists	18	N/A
General Public	Tree Seedling Giveaway	Yes	Yes	No	No	04/22/2024	Kingport residents	100	N/A

Target Audience	Activity Description	Management Measure: Pollution Prevention	Management Measure: Impacts on Water Quality	Management Measure: Storage, Use, Disposal of Fluids	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sp A
General Public	Rain Barrel sale	Yes	Yes	No	No	03/12/2024	Kingsport residents	50	N/A
General Public	IDDE reporting	No	No	No	Yes	07/01/2023	Kingsport residents	4	N/A
General Public	Keep Kingsport Beautiful litter pickup X3	Yes	Yes	Yes	Yes	04/13/2024	community volunteers	95	N/A

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.2.2. the MS4 is required to conduct two (2) activities during the reporting year addressing each of the two (2) management measures for the Commercial and Development Community. A single activity may address multiple management measures. You may need to use the scroll bars to view the whole table.
 To Add a Row - Click Add Row near the bottom right of the table
 To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Pollution Prevention (Select Yes if the activity listed in this row addressed the 4.2.2.2.a Pollution Prevention Management Measure.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.2.2.b. Impacts on water quality or local stormwater management issues.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. restaurants, Engineers, Developers) A broad based event such as tabling at a local trade show may list commercial and development community as the specifically targeted audience.

of Audience (Enter the approximate number of individuals that were reached with this activity.)

Provide the status of your MS4 program's public involvement/participation activities for the Commercial and Development Community during the reporting period.

Target Audience	Activity Description	Management Measure: Pollution Prevention	Management Measure: Impacts on Water Quality	Date of Activity	Specifically Targeted Audience	# of Audience
Commercial and Development Community	Fats, Oils and Grease Program	Yes	Yes	07/01/2023	restaurant and food service	400
Commercial and Development Community	Pre-development meetings	Yes	Yes	07/01/2023	development community	68

Supporting Documentation for Activities described in this section.

NONE PROVIDED

Comment

Supporting data available upon request.

Notes:

NONE PROVIDED

MCM 3: Illicit Discharge Detection & Elimination (IDDE)

Is the storm sewer map available through Spatial Rest Services?

Yes

Provide location for Spatial Rest Service for Map Layer(s)

<https://kingsporttn.maps.arcgis.com/home/index.html>

The number of potential illicit discharges reported by the public.

4

The number of potential illicit discharges reported by internal personnel.

2

Total number of potential illicit discharges reported (from any source) that are under investigation at the time of the annual report.

1

Were all potential illicit discharges investigated within 7 days of receipt?

Yes

Number of identified illicit discharges

5

Were all initial enforcement actions on confirmed illicit discharges taken within seven (7) calendar days of the investigation?

Yes

Number of corrective actions plans received for confirmed illicit discharges.

3

Were all corrective actions plans reviewed in accordance with established procedures?

Yes

Total number of non-stormwater discharges or flows investigated.

0

Significant Contributor of Pollutants to the MS4

1.3.3.2. Non-stormwater Discharges

The permittee is authorized to discharge the following non-stormwater sources provided that the permittee has not determined these sources to be significant contributors of pollutants to the MS4:

- Water line flushing
- Landscape irrigation
- Diverted stream flows
- Rising ground waters
- Uncontaminated groundwater infiltration (Infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, c manholes. Infiltration does not include, and is distinguished from, inflow.)
- Uncontaminated pumped groundwater
- Discharges from potable water sources
- Foundation drains
- Air conditioning condensate
- Irrigation water
- Springs
- Water from crawl space pumps
- Footing drains
- Lawn watering
- Individual residential car washing
- Flows from riparian habitats and wetlands
- Dechlorinated swimming pool discharges

- Street wash water
- Discharges or flows from firefighting activities

Subpart 8.1 Definitions

Significant Contributor is defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.

MCM 4: Construction Site Stormwater Runoff Pollutant Control

For reporting construction activities in this section, count all activities e.g., projects, sites that were active during the reporting period. It is understood that activities will overlap multiple reporting years. For example: If a project plan is submitted and reviewed in reporting year 1, that plan review will go only on the report for that year. If that same project begins construction in reporting year 2, it would be included in the year 2 report for active construction activity, but not the year 1 report. If a construction activity is terminated in the beginning of a reporting year before the first inspection for that reporting year is required, that activity may be left off the count.

Identify if the regulatory mechanisms for construction site runoff control have been updated to be consistent with the CGP?
In Effect

Total number of active construction activities (or sites).
27

Number of new development and redevelopment projects reviewed in accordance with established policies and procedures.
34

Were all new development and redevelopment projects reviewed in accordance with the established policy and procedure?
Yes

Number of active non-priority construction activities.
23

Were all nonpriority active construction activities inspections conducted accordance with Stormwater Management Program.
Yes

Number of active priority construction activities.
4

Total number of active non-priority construction activities with incomplete inventory information.
0

Did all Priority Construction Activities have Pre-Construction meetings?
Yes

Were all priority Construction Activities inspected at least once per calendar month?
Yes

MCM 5: Post Construction/ Permanent Stormwater Management

Has an offsite mitigation program or payment in lieu into a public stormwater fund been developed as outlined in subpart 4.2.5.3.?
No

Did all of the projects approved meet the buffer requirements of subpart 4.2.5.4?
Yes

Does the Stormwater Management Program implement alternative buffer widths?
No

The 2009 scorecard can be found on TDEC's website.
[Water Quality Scorecard](#)

Scorecard
NONE PROVIDED
Comment
NONE PROVIDED

Number of all new development and redevelopment projects reviewed.
34

Number of new development and redevelopment projects reviewed in accordance with the established policy and procedure.
34

Number of sites verified that 100% of SCMs are installed per design specifications in accordance with approved plan.
7

Were all SCMs verified to be installed per design specifications in accordance with approved plan within 90 days of installation?
Yes

Does the permittee have adequate legal authority as required by 4.2.5.7 for all SCMs installed?
Yes

Number of SCMs that have not been properly operated or maintained.
16

Please Note: This question is asking for the number of SCM that have **NOT** been properly operated or maintained. These are going to be the SCMs with issues that require some action to return to proper operations such as maintenance or repairs.

Have enforcement actions been taken in accordance with the appropriate legal authority or ERP?
Yes

Number of public requests for SCM inventory.
0

Are all SCMs in the inventory tracking system?
Yes

Do all SCMs in the inventory tracking system have complete information?
Yes

SCM inventory tracking system information

NONE PROVIDED

Comment

NONE PROVIDED

MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations

Number of applicable Municipal Operations and Facilities under subpart 4.2.6.2.
6

Do all applicable Municipal Operations and Facilities have a O&M Facility Plan?
Yes

Number Municipal Operations Facilities NOT inspected in accordance with the Stormwater Management Program in the previous 12 months.
1

Please note that this question is asking for the number of facilities **NOT** inspected during reporting period.

Stormwater Management Program Modification

Have any municipal facilities covered under this permit been added during the reporting term?
No

In the table below identify if any changes were made to your Stormwater Management Program during the reporting period.

For minor modifications that add, but neither subtract nor replace, components, controls, or requirements to the Stormwater Management Program provide a description of that modification. - See Subpart 4.4.1.1.a

For minor modifications that replace an ineffective or infeasible BMP, or SCM which is specifically identified in the Stormwater Management Program provide a description of the analysis of why the former BMP was ineffective or infeasible; Expectations on the effectiveness of the replacement BMP or SCM; and an analysis, if applicable, of why the replacement BMP or SCM will ensure the optimization of equipment use. a description of that modification. - See Subpart 4.4.1.1.e

Item XIV1.

For major modifications that subtract BMPs, SCMs, components, controls, or requirements of the Stormwater Management Program provide a description of the analysis of why the component was ineffective or infeasible; and detailed explanation of why, with the elimination of this component, the Stormwater Management Program will continue to achieve a reduction in pollutants to the MEP and shall not cause or contribute to violations of State water quality standards in the receiving stream. - See Subpart 4.4.1.2.a.

Where any changes were made to the program elements during the reporting period?

Program Elements	Changes	Modifications that Add Components	Replaced an Ineffective or Infeasible BMP or SCM	Subtracted BMP, SCM, Components, Controls etc.
MCM 1	Yes	added activities to PIE Plan to fulfill new permit requirements	NONE PROVIDED	NONE PROVIDED
MCM 2	Yes	added activities to PIE Plan to fulfill new permit requirements	NONE PROVIDED	NONE PROVIDED
MCM 3	No	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED
MCM 4	No	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED
MCM 5	No	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED
MCM 6	No	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED
QLP	No	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED
Enforcement	No	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED
Monitoring & Program Evaluation	No	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED

Other Program Changes not Identified above
NONE PROVIDED

Summary Of Enforcement Actions

Note: Non-traditional MS4s may not have legal authority to enforce one or more MS4 permit requirements. For example, a university campus regulated as a MS4 permittee or co-permittee may not have the legal authority to enforce MS4 permit requirements against another entity.

Summary of Enforcement Actions Taken during the reporting year

Action	IDDE	Construction	Permanent Stormwater/Post-Construction	Total
Verbal Warnings	3	12	0	15
Written Notice of Violation	0	4	16	20
Citations or Administrative Orders	0	0	0	0
Stop Work Orders	0	0	0	0
Withholding of Plan Approvals or Other Authorizations	0	0	0	0
Civil Penalties	0	0	0	0
Additional Measures	0	0	0	0
				Sum: 35

Results Of Information Collected And Analyzed (Monitoring)

Was monitoring for the reporting year performed in accordance with either 4.6.1.1.1 (Option 1) or 4.6.1.1.2 (Option 2)?
Yes

Provide a summary describing the results of information collected and analyzed, including monitoring data (analytical and non-analytical), if any, during the reporting period. If no monitoring was completed, explain.

Visual Stream Assessments done for Gaines Branch, Leslie Branch, Madd Branch, Miller Branch, Tranbarger Branch, unnamed tributary of Reedy Creek, Rock Springs Branch, Horse Creek, and Slate Branch.

For your convenience, links to the required standard templates for reporting the results of your monitoring data are provided below. EDD Sheets (Field Stream Survey and Habitat Sheets, Macroinvertebrate Taxa Report, and the TDEC E. coli and Field Water Parameter Report) are in the section labelled Water Quality Assessment Publications as excel files.

[Publications](#)

Attach results of all analytical and non-analytical monitoring data collected during this reporting period.

- [GAINES REPORT wfieldsheets.pdf - 08/22/2024 09:50 AM](#)
- [LESLIE REPORT wfieldsheets.pdf - 08/22/2024 09:52 AM](#)
- [MADD REPORT wfieldsheets.pdf - 08/22/2024 09:54 AM](#)
- [MILLER REPORT wfieldsheets.pdf - 08/22/2024 09:55 AM](#)
- [TRANBARGER REPORT wfieldsheets.pdf - 08/22/2024 09:56 AM](#)
- [UNNAMED REPORT wfieldsheets.pdf - 08/22/2024 09:57 AM](#)
- [Slate REPORT wfieldsheets.pdf - 08/22/2024 10:05 AM](#)
- [Rocksprings REPORT wfieldsheets.pdf - 08/22/2024 10:09 AM](#)
- [HORSE REPORT wfieldsheets.pdf - 08/22/2024 10:17 AM](#)

Comment

NONE PROVIDED

Legal Authority

Per subpart 4.7.1. The initial solicitor’s statement is required in the 2024 annual report for existing permittees and in the third annual report for new permittees.

If modifications are made to the legal authority that necessitate a new evaluation by a solicitor, a new certification statement must be submitted.

Per subpart 4.1.2. All updates to the legal authority (ordinances/resolutions etc.) required by changes to the permit shall be fully implemented and adopted.

Attach a signed solicitor’s certification statement.

NONE PROVIDED

Comment

NONE PROVIDED

In order to facilitate the review of the legal authority, please indicate if you used the 2023 MTAS MS4 Model Ordinance?

NONE PROVIDED

Attach Legal Authority - Ordinances, Resolutions, etc

- [7168_SW Mgmt.pdf - 09/06/2024 07:19 AM](#)

Comment

NONE PROVIDED

Attach Legal Authority - Enforcement Response Plan and List or Table of Progressive Enforcement Actions

- [ERP-2017-106.pdf - 09/06/2024 07:18 AM](#)

Comment

NONE PROVIDED

Stormwater Management Program Evaluation

Stormwater Management Program Evaluation

In accordance with subpart 4.6.2. The permittee shall conduct an annual evaluation of the Stormwater Management Program to evaluate compliance with the terms and conditions of the permit, including the effectiveness of the BMPs, components, or controls of its stormwater management program, and the status of achieving the measurable requirements in the permit.

Summarize the results of the permittee’s annual evaluation of the current Stormwater Management Program.

Compliant

Identify modifications or replacement of an ineffective activity/control measure/component/BMP.

None

Summarize the assessment results, and any modifications and improvements scheduled to be implemented in the next reporting period to improve the program or remedy deficiencies or weaknesses

Activities added to PIE Plan to fulfill new permit requirements for MCM1 and MCM2.

Is MCM 1: Public Education and Outreach on Stormwater Impacts compliant with Permit Requirements?

Yes

Is MCM 2: Public Involvement/Participation compliant with Permit Requirements?

Yes

Is MCM 3: Illicit Discharge Detection and Elimination (IDDE) compliant with Permit Requirements?

Yes

Is MCM 4: Construction Site Stormwater Runoff Control compliant with Permit Requirements?

Yes

Is MCM 5: Post-Construction/Permanent Stormwater Management in New Development and Redevelopment compliant with Permit Requirements?

Yes

Is MCM 6: Pollution Prevention/Good Housekeeping compliant with Permit Requirements?

Yes

Is Monitoring Program (subpart 4.6.1.1) compliant with Permit Requirements?

Yes

The following questions are from subpart 5.2 Annual Report Requirements.

Is the permittee compliant with the permit terms and conditions?

Yes

This determination should be made as to the status of the program at the end of the reporting period and the requirements applicable at that date. For example, the permanent stormwater program changes are not required to be implemented until 24 months after the effective date of the permit. So if the MS4 has not yet implemented those changes at the first annual report, they would still be in compliance, if their program meets the previously established requirements.

Please Explain

NONE PROVIDED

Is the permittee relying on another governmental entity to satisfy some of the permit obligations?

No

Enter additional or clarifying information not elsewhere reported in this document.

NONE PROVIDED

Any other data specifically requested by the Division to substantiate statements and conclusions reached in the Annual Reports.

[Stormwater Annual Report.pdf - 09/06/2024 07:24 AM](#)

Comment

NONE PROVIDED

Attachments

Date	Attachment Name	Context	User
9/6/2024 7:24 AM	Stormwater Annual Report.pdf	Attachment	AMANDA MCMULLEN
9/6/2024 7:19 AM	7168.SW Mgmt.pdf	Attachment	AMANDA MCMULLEN
9/6/2024 7:18 AM	ERP-2017-106.pdf	Attachment	AMANDA MCMULLEN
9/3/2024 9:33 AM	MS4 SWMP Public Notice.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 10:17 AM	HORSE REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 10:09 AM	Rocksprings REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 10:05 AM	Slate REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 9:57 AM	UNNAMED REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 9:56 AM	TRANBARGER REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 9:55 AM	MILLER REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 9:54 AM	MADD REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 9:52 AM	LESLIE REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN
8/22/2024 9:50 AM	GAINES REPORT wfieldsheets.pdf	Attachment	AMANDA MCMULLEN



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 Approx. \$25,181 from the Department of Justice FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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

Action Form No.: AF-260-2024
Work Session: September 16, 2024
First Reading: N/A

Final Adoption: September 17, 2024
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Police Department has ongoing grant opportunities with the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grants (JAG). We have been notified that we are eligible for approx. \$25,181 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technological improvements.

There are no matching fund requirements.

- Attachments:**
1. Resolution
 2. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2024 Local Solicitation.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2024 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 2024 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 \$25,181.00.00, 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 2024 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 \$15,181.00 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 2024 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 17th day of September, 2024

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG)

Program—Local Solicitation

Assistance Listing Number 16.738

Grants.gov Opportunity Number: O-BJA-2024-172239

Solicitation Release Date: September 4, 2024

Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on October 16, 2024

Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on October 22, 2024

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Synopsis

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Funding Category

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1—Applicants with eligible allocation amounts of less than \$25,000	587	\$9,041,009	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2—Applicants with eligible allocation amounts of \$25,000 or more	553	\$75,880,039	10/1/2023	48

Eligibility

- Special district governments
- City or township governments
- County governments
- Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

The eligible allocations by state for the fiscal year (FY) 2024 JAG Program can be found at: <https://bja.ojp.gov/program/jag/overview>.

Eligible allocations under the JAG Program are posted annually on the JAG web page. See the [Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds](#) section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or email grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. ET Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the “How To Apply” section, [Experiencing Unforeseen Technical Issues](#).

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the [System for Award Management \(SAM.gov\)](#).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in [Grants.gov](#) and is completed in JustGrants. See the [Submission Dates and Time](#) section for the [Grants.gov](#) and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit by the Grants.gov deadline the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). See the [Submission Dates and Time](#) section for application deadlines.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the [Submission Dates and Time](#) section for application deadlines.

Program Description

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Statutory Authority

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10101-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year’s overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which generally consists of the following:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine whether the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state’s final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state’s 3-year violent crime average. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is

\$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation that includes all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#), click on their respective state, and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2024 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.

7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments, and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local criminal justice agencies and community-based public safety partners. Key areas of priority for BJA include: Prevention and Prosecution of Hate Crimes, Election Security, Enhancing Justice System Reform Strategies, Advancing Equity and Support for Underserved Communities, and Violent Crime Reduction.

BJA encourages recipients of FY 2024 JAG funds to coordinate with federal criminal justice agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below.

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, whom they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics’ [National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation’s (FBI’s) [Uniform Crime Reporting \(UCR\) program](#) and [FBI's Crime Data Explorer \(CDE\)](#) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often

underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a [November 2023 United Against Hate Virtual Forum](#), Attorney General Merrick Garland addressed the recent spike in hate crimes, and reemphasized that, “Combating hate-fueled violence remains central to the Justice Department’s mission.” A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. [Research from the National Institute of Justice](#) (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) doing so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA’s portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) Programs, can be found [Hate Crime | Bureau of Justice Assistance](#).

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department’s efforts to combat threats against election workers, read the [Deputy Attorney General’s memo](#). The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led DOJ’s efforts to address threats of violence against election workers, and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate, in partnership with FBI Field Offices and U.S. Attorneys’ Offices throughout the country.

[On January 9, 2024, the Department provided updated information](#) pertaining to its efforts to “ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference.”

The [broad criminal justice purposes supported by the JAG Program](#) permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers,

administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement [Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#). The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, support for mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning, assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses, and the right to counsel. Visit <https://www.strengthenthesixth.org/> for more information.

Finally, BJA has launched a [Justice Reinvestment Initiative \(JRI\) website](#) which provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the federal government, the Department is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, as well as removing barriers to ensure equal opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities. BJA encourages JAG recipients to use funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety, as well as efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, rural communities, and indigent defense representation. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Violent Crime Reduction

In May 2021, the Department launched a [comprehensive violent crime reduction strategy](#) to protect American communities from violent crimes, including gun violence. On December 11, 2023, Attorney General Merrick B. Garland [announced](#) the release of the Justice Department's [Violent Crime Reduction Roadmap](#), a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts toward those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies

in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., [18 U.S.C. § 922\(g\)](#)) are prevented from doing so by ensuring complete, accurate, and timely access to the [FBI's National Instant Criminal Background Check System \(NICS\)](#) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded under this solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material; see the "DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database" section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace)

- Purchase a NIBIN Enforcement Support System (NESS)

Additionally, JAG funds awarded under this solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

Limitations on the Use of JAG funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Other Program Requirements

A unit of local government that applies for and receives an FY 2024 JAG award must note the following:

Trust Fund

Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (Which Incorporates the 30-Day Governing Body Review Requirement)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing

body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

Please note that only direct JAG award recipients must provide this certification to OJP and that prior to making any subawards (including subawards to disparate jurisdictions), the direct JAG award recipient must collect a completed certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs)

An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If grantees use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY24 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

Body-worn Cameras (BWCs)

A JAG award recipient that proposes to use FY 2024 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG—Body-Worn Camera \(BWC\) Policy Certification](#).

Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards <https://citech.org/compliance-testing-program/compliant-product-lists/>. In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor](#)

[Mandatory Wear Policy Certification](#). Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Interoperable Communications

States (including any subrecipients) that are using JAG funds for emergency communications activities should comply with current SAFECOM Guidance, which is available at:

<https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with JAG funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database

If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS.

JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS. No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories

As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System

In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2024 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS—FBI](#).

Solicitation Goals and Objectives

Goals

In general, the JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables please see the "[How To Apply](#)" section on the [Application Goals, Objectives, Deliverables, and Timeline Web-Based Form](#).

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 1,140

Category 1: 587

Category 2: 553

Anticipated Maximum Dollar Amount per Award:

Category 1 anticipated maximum amount: Up to \$25,000

Category 2 anticipated maximum amount: Up to \$4,023,772

Period of Performance Start Date: October 1, 2023

Period of Performance Duration (Months):

Category 1: 24 months

Category 2: 48 months

Anticipated Total Amount To Be Awarded Under This Solicitation: \$84,921,048

Category 1—Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2—Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1: Applicants with eligible allocation amounts of less than \$25,000	587	Up to \$25,000	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2: Applicants with eligible allocation amounts of \$25,000 or more	553	Up to \$4,023,772	10/1/2023	48

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The FY 2024 enacted budget represents the largest cut to base resources that the Department of Justice (DOJ) has faced in the last 10 years. Therefore, to mitigate significant budget shortfalls, the funding available for this solicitation has been reduced by 2.5%. The Department understands how critical our grants are to our state, local, and tribal partners, and does not take this action lightly.

The allocations by state for the FY 2024 JAG Program can be found at:

<https://bja.ojp.gov/program/jag/allocations>.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the “[Administrative, National Policy, and Other Legal Requirements](#)” section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a State.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as “submitted” or “agency tracking number assigned.”

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern on October 16, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on October 22, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant’s submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant’s Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [Application Resource Guide](#).

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

Standard Applicant Information

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information). Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of [insert] will use JAG funds to hire credible messengers as part of a community-based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system to transition to NIBRS, and the city of [insert] will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

[Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High Risk Status\)](#) for additional guidance on how to complete the questionnaire.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1—Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2—Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2024 JAG funds, the subaward process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "[Goals and Objectives](#)" section. Applicants can visit [OJP's performance measurement page](#) at www.ojp.gov/performance for more information on performance measurement activities at OJP.

A list of performance measure questions for this program can be found at <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semiannual, performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

[Note on Project Evaluations](#)

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [OJP Grant Application Resource Guide](#).

[Budget and Associated Documentation](#)

[Funding Restrictions](#)

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

[Budget Worksheet and Budget Narrative \(Attachment\)](#)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

For additional information about how to prepare a budget for federal funding, see the [“Application Resource Guide”](#) section on [Budget Preparation and Submission Information](#) and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

[Costs Associated With Language Assistance \(if applicable\)](#)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the [Application Resource Guide](#) for information on costs associated with language assistance.

[Unmanned Aircraft Systems](#)

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

[Budget/Financial Attachments](#)

[Pre-Agreement \(Pre-Award\) Costs \(if applicable\)](#)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the “Costs Requiring Prior Approval” section in the [DOJ Grants Financial Guide Post-Award Requirements](#) for more information.

[Indirect Cost Rate Agreement \(if applicable\)](#)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

[Consultant Rate \(if applicable\)](#)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable

and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

[Limitation on Use of Award Funds for Employee Compensation for Awards Over \\$250,000; Waiver \(if applicable\)](#)

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

[Disclosure of Process Related to Executive Compensation \(if applicable\)](#)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions.

Applicants to this funding opportunity are not required to provide this disclosure.

[Additional Application Components](#)

The applicant will attach the additional requested documentation in JustGrants.

[Memorandum of Understanding \(MOUs\) and Other Supportive Documents \(if applicable\)](#)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

[Research and Evaluation Independence and Integrity Statement \(if applicable\)](#)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

[Certifications and Assurances by the Chief Executive of the Applicant Government Body Armor Mandatory Wear Policy Certification](#) (If applicable)

[Body-worn Camera Policies Certification](#) (If applicable)

[ERPO Certification](#) (if applicable)

[Disclosures and Assurances](#)

The applicant will address the following disclosures and assurances.

[Disclosure of Lobbying Activities](#)

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

[Applicant Disclosure of Duplication in Cost Items](#)

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [Application Resource Guide for additional information](#).

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the [Application Resource Guide](#) for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the [Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#)” under the “Civil Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <https://www.ada.gov/> or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “[Program Description](#)” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports—Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semiannual performance reports, final financial and performance reports, and (if applicable) an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1—Eligible Allocation Amounts of Less Than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked as final.
- An annual performance report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked as final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2—Eligible Allocation Amounts of \$25,000 or More

Recipients must submit the following:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

A list of performance measures can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>

Application Checklist

BJA FY24 Edward Byrne Memorial Justice Assistance Grant Formula Program—Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference [The OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov

- Confirm your entity’s registration in the [System for Award Management \(SAM.gov\)](#) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see [Application Resource Guide](#)).

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 in the [Application Resource Guide](#)).
- Sign up for Grants.gov email [notifications](#) (optional) (see [Application Resource Guide](#)).
- Read [Important Notice: Applying for Grants in Grants.gov](#) (about [browser compatibility and special characters in file names](#)).
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [Application Resource Guide](#)).

Review the Overview of Post-Award Legal Requirements

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#)” in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/allocations>.

Review Eligibility Requirement

- Review “Eligibility” in the Synopsis section and “Eligibility Information” section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**

- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [“Application Resource Guide” section on Experiencing Unforeseen Technical Issues](#)).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Data Requested with Application
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
- Indirect Cost Rate Agreement (if applicable) (see [Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [Application Resource Guide](#))
- [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#)
- [Memorandum of Understanding](#) (if applicable)
- [Body Armor Certification](#) (if applicable)
- [Body-Worn Camera Certification](#) (if applicable)
- [ERPO Certification](#) (if applicable)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [Application Resource Guide](#))

- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [Application Resource Guide](#))
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable) (see [Application Resource Guide](#))

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Signatory Authority Form Allowing the Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2024

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

Action Form No.: AF-261-2024
Work Session: September 16, 2024
First Reading: N/A

Final Adoption: September 17, 2024
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The U.S. Department of Justice requires grant acceptance, application, and grant reporting to occur solely online (electronically). Additionally, the U.S. Department of Justice requires that the authorized representative or their formal designee complete and accept an application as well as, if awarded, annual/semi-annual and/or quarterly documents for grant reporting purposes. Such application and any acceptance conditions would be reviewed and approved by the city attorney and signed in hard copy by the mayor before electronic submission by the chief of police or designee. Information regarding the formal delegation of such authority must be placed in a file and available on-site for immediate review if requested.

Attachments:
1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
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 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone

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

Action Form No.: AF-238-2024
Work Session: September 16, 2024
First Reading: n/a
Final Adoption: September 17, 2024
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:
Approve the Resolution

Executive Summary:
The owner of 311 Cherokee Street has requested approval for a new mural to be installed on the southwest side of the building. The proposal conforms to zoning criteria for new murals in the B-2, Central Business District. This mural proposal has been approved by the Public Art Committee. Murals proposed in the B-2 zone also require approval from the Board of Mayor and Aldermen.

- Attachments:**
1. Staff zoning analysis
 2. Mural proposal

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MURAL FOR 311 CHEROKEE STREET SITUATED IN THE B-2 CENTRAL BUSINESS DISTRICT

WHEREAS, the owner of 311 Cherokee has requested approval for a new mural to be installed on the southwest side of the building; and

WHEREAS, 311 Cherokee Street is situated in the B-2 Central Business District, and pursuant to *Kingsport Code of Ordinances* § 114—194(g)(3) murals are not permitted in the B-2 District except as approved by the Board of Mayor and Alderman; and

WHEREAS, the proposed work has been analyzed by staff against the criteria for a mural set forth in *Kingsport Code of Ordinances* § 114-1 and deemed to meet the criteria.

Now therefore,

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

SECTION I. That the proposed mural to be painted on the southwest side of the building located at 311 Cherokee Street is approved.

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

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Staff Analysis of the Mural Proposal for 311 Cherokee Street

Zoning criteria for new murals in the B-2, Central Business District, are found in the definition of a mural that resides in the City's zoning code. Murals in the B-2 zone are required to be placed on a wall and must not contain references to the premises or to the products and/or service offered for sale on the premises.

It is staff's opinion that the proposed mural, shown below, meets the criteria to be placed on the wall of 311 Cherokee Street. The owner of 311 Cherokee Street stated that she wanted something that would be a great place for taking pictures. The proposal is 14 feet tall and 14 feet wide. The artist is Ashley Madden.

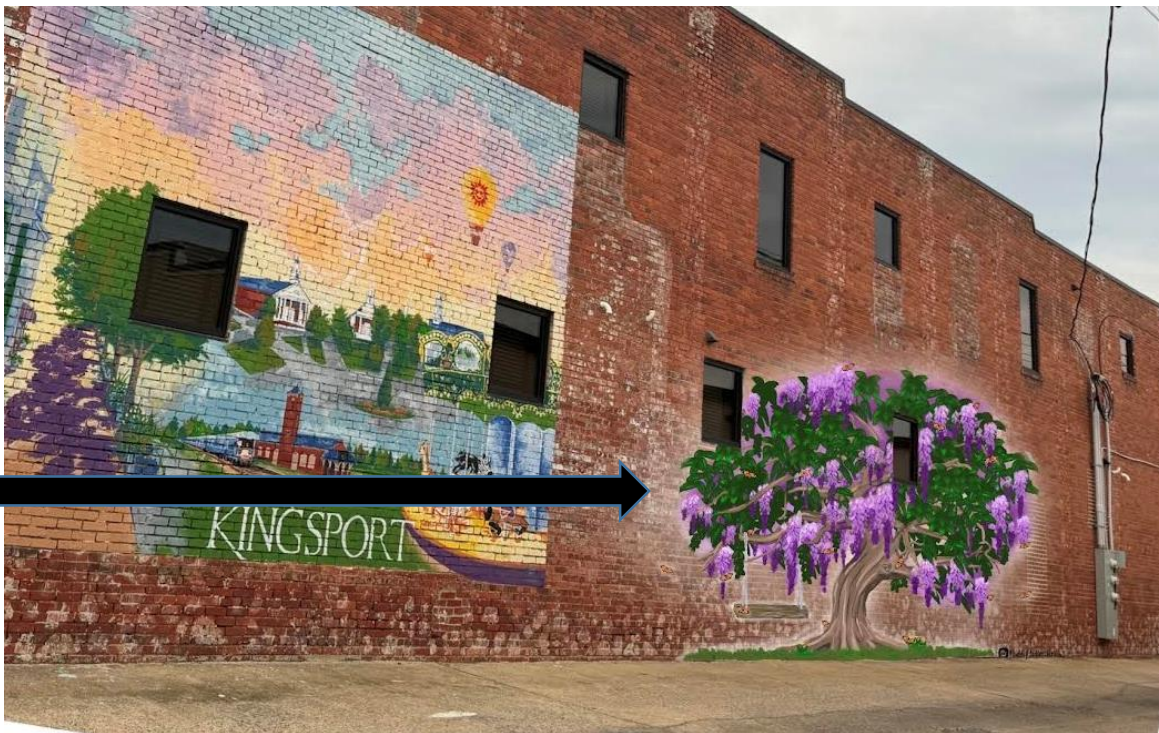


311 Cherokee Street Mural Proposal

New Mural for 311 Cherokee Street (14' x 14'):



311 Cherokee Street Building Wall Location for the New Mural:





AGENDA ACTION FORM

Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone

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

Action Form No.: AF-258-2024
Work Session: September 16, 2024
First Reading: n/a
Final Adoption: September 17, 2024
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:
Approve the Resolution

Executive Summary:
The owner of 101 Cherokee Street has requested approval for a new mural to be installed on the southwest side of the building which faces E. Main Street. The proposal conforms to zoning criteria for new murals in the B-2, Central Business District. This mural proposal has been approved by the Public Art Committee. Murals proposed in the B-2 zone also require approval from the Board of Mayor and Aldermen.

- Attachments:**
1. Staff zoning analysis
 2. Mural proposal

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MURAL FOR 101 CHEROKEE STREET SITUATED IN THE B-2 CENTRAL BUSINESS DISTRICT

WHEREAS, the owner of 101 Cherokee has requested approval for a new mural to be installed on the southwest side of the building; and

WHEREAS, 101 Cherokee Street is situated in the B-2 Central Business District, and pursuant to *Kingsport Code of Ordinances* § 114—194(g)(3) murals are not permitted in the B-2 District except as approved by the Board of Mayor and Alderman

WHEREAS, the proposed work has been analyzed by staff against the criteria for a mural set forth in *Kingsport Code of Ordinances* §114-1 and meets the criteria

Now therefore,

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

SECTION I. That the proposed mural to be painted on the southwest side of the building located at 101 Cherokee Street is approved.

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

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Staff Analysis of the Mural Proposal for 101 Cherokee Street

Zoning criteria for new murals in the B-2, Central Business District, are found in the definition of a mural that resides the City's zoning code. Murals in the B-2 zone are required to be placed on a wall and must not contain references to the premises or to the products and/or service offered for sale on the premises.

It is staff's opinion that the proposed mural, shown below, meets the criteria to be placed on the wall of 101 Cherokee Street. The proposal is 78 feet wide and 13.5 feet tall, dropping to 9 feet tall on the right side (as viewed from E. Main Street). The artist is Joseph Maye.



101 Cherokee Street Mural Proposal

Mural Proposal for 101 Cherokee St: 78' long; 13.5' tall, dropping to 9' tall:



101 Cherokee Street Building Wall Location for the New Mural
(yellow highlighted portion):





AGENDA ACTION FORM

Consideration of a Resolution to Amend Resolution No. 2023-280 Transfer of Real Property to the Industrial Development Board

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

Action Form No.: AF-263-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Jessica Harmon
Presentation By: Jessica Harmon

Recommendation:

Approve the Resolution.

Executive Summary:

This resolution will amend Resolution No. 2023-280 which was to transfer property at 1180 Riverbend Drive to the Industrial Development Board.

The Board of Mayor and Aldermen, at their June 20, 2023 meeting voted to transfer a piece of real property located at Tax Map 77H Group C Parcel 2.55 (commonly known as 1180 Riverbend Drive) to the Industrial Development Board for economic development purposes.

Staff has identified an error in the legal description for that item and needs to correct it. This resolution amends the legal description in the previous resolution to be correct.

Attachments:

1. Resolution
2. Previously approved resolution
3. Correct legal description

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO TS DESIGNS FOR THE ST.
ANDREWS GARTH PHASE 2 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, TS Designs (Todd Stevens) entered into a Materials Agreement in the total amount of \$41,312.60, with the city for provision of certain water and sewer materials by the city for St. Andrews Garth, Phase 2; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$37,848.08 for St. Andrews Garth, Phase 2; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to TS Designs (Todd Stevens) in the amount of \$37,848.08 for St. Andrews Garth, Phase 2, is approved.

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

RESOLUTION NO. 2023-280

A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED AT 1180 RIVERBEND DRIVE TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE QUITCLAIM DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD

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

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

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

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

Now therefore,

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

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

LEGAL DESCRIPTION 1180 RIVERBEND DRIVE

BEGINNING AT A POINT LOCATED ON THE NORTHERLY SIDELINE OF RIVERBEND DRIVE, SAID POINT A CORNER TO LOT 6, FIRST SOUTHEAST DEVELOPMENT, LLC (PLAT BOOK 58, PAGE 271). THENCE ALONG SIDELINE SOUTH 43° 40' 06" WEST, A DISTANCE OF 493.54 FEET TO A POINT, SAID POINT THE PC OF A CURVE TO THE LEFT. THENCE ALONG SAID CURVE HAVING A RADIUS 363.00 FEET AN ARC LENGTH 182.51 FEET AND A CHORD SOUTH 29° 15' 53" WEST, A DISTANCE OF 180.59 FEET TO A POINT, SAID POINT BEING A PRC. THENCE LEAVING SAID SIDELINE WITH NEW LINES THROUGH TRACT B, RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 50) NORTH 55° 23' 13" WEST, A DISTANCE OF 121.99 TO A POINT; SOUTH 44° 04' 55" WEST, A DISTANCE OF 194.98 FEET TO A POINT; SOUTH 56° 56' 26" WEST, A DISTANCE OF 282.20 FEET TO A POINT; SOUTH 20° 26' 23" WEST, A DISTANCE OF 164.82 FEET TO A POINT; SOUTH 07° 42' 39" EAST, A DISTANCE OF 194.11 FEET TO A POINT AND SOUTH 61° 48' 55" EAST, A DISTANCE

OF 161.73 FEET TO A POINT, SAID POINT A CORNER TO LOT 8, LOTS 7 & 8, RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 154). THENCE ALONG LOT 8 SOUTH 58° 05' 20" EAST, A DISTANCE OF 1040.12 FEET TO A POINT AND NORTH 28° 48' 51" EAST, A DISTANCE OF 733.19 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 2, REPLAT OF LOT 2 BRADLEY FARM SUBDIVISION (PLAT BOOK 52, PAGE 506). THENCE ALONG LOT 2 SOUTH 35° 16' 30" EAST, A DISTANCE OF 298.47 FEET TO A POINT, SAID POINT A CORNER TO LOT 9, DIVISION OF FIRST SOUTH EAST DEVELOPMENT LLC PROPERTY (PLAT BOOK 58, PAGE 324). THENCE ALONG LOT 9 AND AN UNNUMBERED LOT SOUTH 34° 19' 56" EAST, A DISTANCE OF 587.63 FEET TO A POINT, SAID POINT A CORNER TO A 3.209 ACRE TRACT, FIRST BANK & TRUST COMPANY (PLAT BOOK 55, PAGE 222) AND LOT 2, BLOCK 2 WEST HOLSTON HILLS (PLAT BOOK 4, PAGE 10). THENCE ALONG LOT 2 SOUTH 70° 22' 40" WEST, A DISTANCE OF 98.74 FEET TO A POINT, SAID POINT A CORNER TO LOT 1, BLOCK 2, WEST HOLSTON HILLS. THENCE ALONG LOT 1 SOUTH 70° 22' 40" WEST, A DISTANCE OF 346.83 FEET TO A POINT, SAID POINT LOCATED ON THE NORTHERLY TERMINUS OF WESLEY ROAD. THENCE ALONG SAID TERMINUS SOUTH 70° 22' 40" WEST, A DISTANCE OF 54.85 FEET TO A POINT AND SOUTH 26° 38' 09" WEST, A DISTANCE OF 17.79 FEET TO A POINT, SAID POINT A CORNER TO UNITED STATES OF AMERICA (DEED BOOK 125A, PAGE 91). THENCE ALONG UNITED STATES OF AMERICA SOUTH 28° 58' 52" WEST, A DISTANCE OF 65.25 FEET TO A POINT, LOCATED ON THE NORTH BANK OF THE SOUTH HOLSTON RIVER. THENCE ALONG SAID BANK THE FOLLOWING CALLS: SOUTH 86° 05' 00" WEST, A DISTANCE OF 37.74 FEET TO A POINT; NORTH 80° 37' 00" WEST, A DISTANCE OF 75.86 FEET TO A POINT; NORTH 65° 36' 00" WEST, A DISTANCE OF 96.97 FEET TO A POINT; NORTH 53° 36' 00" WEST, A DISTANCE OF 146.88 FEET TO A POINT; NORTH 59° 15' 00" WEST, A DISTANCE OF 125.72 FEET TO A POINT; NORTH 75° 30' 00" WEST, A DISTANCE OF 120.09 FEET TO A POINT; NORTH 51° 37' 00" WEST, A DISTANCE OF 44.81 FEET TO A POINT; NORTH 21° 34' 00" WEST, A DISTANCE OF 32.28 FEET TO A POINT; NORTH 57° 58' 00" WEST A DISTANCE OF 216.23 FEET TO A POINT; NORTH 50° 58' 00" WEST, A DISTANCE OF 182.63 FEET TO A POINT; NORTH 65° 14' 00" WEST, A DISTANCE OF 151.49 FEET TO A POINT; NORTH 57° 30' 00" WEST, A DISTANCE OF 209.42 FEET TO A POINT; NORTH 52° 44' 00" WEST, A DISTANCE OF 95.39 FEET TO A POINT; NORTH 47° 13' 00" WEST, A DISTANCE OF 186.64 FEET TO A POINT; NORTH 42° 25' 00" WEST, A DISTANCE OF 60.73 FEET TO A POINT; NORTH 34° 46' 00" WEST. A DISTANCE OF 117.50 FEET TO A POINT; NORTH 13° 13' 00" WEST, A DISTANCE OF 79.67 FEET TO A POINT; NORTH 05° 02' 00" EAST, A DISTANCE OF 94.33 FEET TO A POINT; NORTH 44° 00' 00" EAST, A DISTANCE OF 211.67 FEET TO A POINT; NORTH 25° 25' 00" EAST, A DISTANCE OF 209.97 FEET TO A POINT; AND NORTH 28° 40' 00" EAST, A DISTANCE OF 150.00 FEET TO A POINT, SAID POINT A CORNER TO LOT 23, CLIFFSIDE DEVELOPMENT (PLAT BOOK 4, PAGE 206A). THENCE LEAVING SAID BANK AND ALONG LOT 23 NORTH 86° 58' 49" EAST, A DISTANCE OF 380.17 FEET TO A POINT AND NORTH 17° 59' 49" EAST, A DISTANCE OF 313.79 FEET TO A POINT, SAID POINT A CORNER TO LOT 21. THENCE ALONG LOT 21 NORTH 79° 12' 28" EAST, A DISTANCE OF 152.31 FEET TO A POINT; NORTH 70° 51' 07" EAST, A DISTANCE OF 154.12 FEET TO A POINT AND NORTH 30° 25' 53" WEST, A DISTANCE OF 330.35 FEET TO A POINT, SAID POINT A CORNER TO LOT 19. THENCE ALONG LOT 19 NORTH 50° 47' 55" EAST, A DISTANCE 23.69 FEET TO A POINT, SAID POINT A CORNER TO LOT 6, FIRST SOUTHEAST DEVELOPMENT LLC PROPERTY (PLAT BOOK 58, PAGE 271). THENCE ALONG LOT 6 SOUTH 30° 25' 53" EAST, A DISTANCE OF 375.06 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 20.235 ACRES, MORE OR LESS AND IS A PART OF TRACT B RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 50).

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, appropriate

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

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

ADOPTED this the 20th day of June, 2023.

ATTEST:


PATRICK W. SHULL, Mayor


ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:


RODNEY B. ROWLETT, III, City Attorney

LEGAL DESCRIPTION

BEGINNING AT A ½" IRON ROD (NEW) WITH A&A CAP, SAID ROD LOCATED ON THE SOUTHERLY SIDELINE OF A CUL-DE-SAC FOR RIVERBEND DRIVE AND A CORNER TO LOT 8 RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE 154). THENCE LEAVING SAID SIDELINE AND ALONG LOT 8 SOUTH 60° 08' 41" WEST, A DISTANCE OF 83.66 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP AND SOUTH 28° 59' 38" WEST. A DISTANCE OF 521.05 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP, SAID ROD A CORNER TO TRACT B, RIVERBEND DEVELOPMENT (PLAT BOOK 55, PAGE, 49). THENCE THROUGH TRACT B NORTH 61° 48' 55" WEST, A DISTANCE OF 161.73 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP; NORTH 07° 42' 39" WEST, A DISTANCE OF 194.11 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP; NORTH 20° 26' 23" EAST, A DISTANCE OF 164.82 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP; NORTH 56° 56' 26" EAST, A DISTANCE OF 282.20 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP; NORTH 44° 04' 55" EAST, A DISTANCE OF 194.98 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP; AND SOUTH 55° 23' 13" EAST, A DISTANCE OF 121.99 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP, SAID ROD LOCATED ON THE WESTERLY SIDELINE OF RIVERBEND DRIVE. THENCE ALONG SAID SIDELINE BY A CURVE TO THE RIGHT HAVING A RADIUS 64.00 FEET AN ARC LENGTH 44.98 FEET AND A CHORD SOUTH 34° 59' 44" WEST, A DISTANCE OF 44.06 FEET TO A ½" IRON ROD (NEW) WITH A&A CAP, SAID ROD THE PRC TO A CUL-DE-SAC. THENCE ALONG SAID CUL-DE-SAC WITH A CURVE TO THE LEFT HAVING A RADIUS 75.50 FEET AN ARC LENGTH 130.65 FEET AND A CHORD SOUTH 05° 33' 18" WEST, A DISTANCE OF 114.95 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 3.865 ACRES, MORE OR LESS AND IS KNOWN AS LOT B – 1, RESUBDIVISION OF TRACT B, RIVERBEND DEVELOPMENT, CITY OF KINGSPORT, TENNESSEE PROPERTY AS SHOWN IN PLAT BOOK 58, AT PAGE 517.



AGENDA ACTION FORM

Consideration of a Resolution Clarifying the Match Requirement for the Connected Community Facilities Grant

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

Action Form No.: AF-257-2024
Work Session: September 16, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Stephanie Griffin
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will approve a resolution clarifying the match of the \$2,000,000 Connected Community Facilities Grant with available match funds of \$222,222.22.

The Kingsport Public Library submitted a Tennessee Department of Economic and Community Development (TNECD) Connected Community Facilities Grant application for the full potential award amount of \$2,000,000 on July 12, 2024. The reimbursement grant requires a 10% match which Resolution 2024-279 approved.

In submitting the application for the full grant amount of \$2,000,000 the form auto populates to a project cost of \$2,222,222.22. This requires the City to approve a new resolution clarifying a match of \$222,222.22.

If the application is successful, the funds will be utilized toward the construction and furniture fixture & equipment costs of the Kingsport Public Library renovation project.

Award announcements are anticipated in September 2024.

Matching funds are identified in GP2300.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 2024-279 TO CLARIFY THE AMOUNT OF THE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND PROPER TO APPLY FOR AND RECEIVE A CONNECTIVE COMMUNITY AND FACILITIES 2.0 GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

WHEREAS, on June 18, 2024, the city applied for a Connected Communities and Facilities 2.0 Grant administered by the Tennessee Department of Economic and Community Development for the library renovation project (Res. No. 2024-279); and

WHEREAS, the amount previously approved was \$2,000,000.00 for the grant, which included a required 10% match of \$200,000.00; and

WHEREAS, since that time, staff have learned that the total funding available through the grant is \$2,222,222.22, which includes the required 10% match of \$222,222.22; and

WHEREAS, the matching funds are available in fund GP2300.

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 Connected Communities and Facilities 2.0 Grant through the Tennessee Department of Economic and Community Development in the amount of \$2,222,222.22, which includes the required 10% match of \$222,222.22.

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 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

Item XIV7.

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Kingsport Mayor to Execute and File Applications and Necessary Documents for Federal Assistance on Behalf of the City of Kingsport

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

Action Form No.: AF-248-2024
Work Session: September 17, 2024
First Reading: N/A
Final Adoption: September 17, 2024
Staff Work By: Candace Sherer
Presentation By: Candace Sherer

Recommendation:
Approve the Resolution.

Executive Summary:
When a new Mayor is appointed, the Federal Transit Administration (FTA) and the Tennessee Department of Transportation (TDOT) requests signatory authority be formally transferred from the previous Mayor to the new one. The resolution and designation form states Mayor Paul Montgomery or his designee is authorized to execute and file awards, contracts and necessary documents to FTA and TDOT on behalf of the City of Kingsport.

- Attachments:**
1. Resolution
2. Sample Designation Form

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DESIGNATION OF SIGNATURE AUTHORITY FOR THE FEDERAL TRANSIT AWARD MANAGEMENT SYSTEM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Federal Transit Administration utilizes a system known as the Transit Award Management System through which are submitted to both the Federal Transit Administration and the Tennessee Department of Transportation, annual certifications and assurances as well as all applications for and acceptances of funding for federal assistance; and

WHEREAS, Paul W. Montgomery, as the newly elected mayor, must be designated as an authorized user of the Transit Award Management System in order to execute the necessary documents; and

Now therefore,

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

SECTION I. That Paul W. Montgomery, as mayor of the City of Kingsport, Tennessee is hereby designated as an authorized user of the Federal Transit Administration's Transit Award Management System.

SECTION II. That the 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 Designation of Signature Authority for the Transit Management System (TrAMS), 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 actions contemplated by this resolution.

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

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

ADOPTED this the 17th day of September, 2024.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



KATS – Kingsport Area Transit Service

September 3, 2024

DESIGNATION OF SIGNATURE AUTHORITY
FOR THE TRANSIT MANAGEMENT SYSTEM (TrAMS)

The City of Kingsport hereby designates the following individuals: Paul W. Montgomery, Kingsport Mayor, Chris Campbell, Transit Manager, and Rodney B. Rowlett, III, City of Kingsport Attorney as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

Paul W. Montgomery, City of Kingsport Mayor

(Date)

Rodney B. Rowlett, III City of Kingsport Attorney

(Date)

Chris Campbell, Transit Manager

(Date)