



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, September 19, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Dale Phipps, Police Chief
John Morris, Budget Director
Scott Boyd, Fire Chief

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

III. INVOCATION

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. TCAT Kingsport Construction Program Graduates (Alderman Phillips)
2. Keep Kingsport Beautiful Beautification Awards (Sharon Hayes)
3. Law Enforcement Challenge - Traffic Safety Enforcement and Training (Alderman Duncan)

VI. APPOINTMENTS

VII. APPROVAL OF MINUTES

- [1.](#) August 14, 2023 - Work Session
- [2.](#) August 15, 2023 - Business Meeting

VIII. PUBLIC HEARINGS

- [1.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 105, a Portion of Parcel 188.00 Located Along Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District (AF-280-2023) (Jessica McMurray)

COMMENT

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

IX. BUSINESS MATTERS REQUIRING FIRST READING

- [1.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-268-2023) (Winkle/Morris)
- [2.](#) Consideration of a Budget Ordinance to Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY 2024 Grant (AF-292-2023) (Chief Dale Phipps)
- [3.](#) Consideration of a Budget Ordinance to Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY 2024 Coordinator Grant (AF-293-2023) (Chief Dale Phipps)
- [4.](#) Consideration of a Resolution and Ordinance to Approve a Change Order for the Main Street Rebuild and Streetscape Project (AF-295-2023) (Michael Thompson)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance Amending Section 6-1 to Add the Definition of Barrel and to Repeal Section 6-169 in Its Entirety (AF-216-2023) (Chris McCartt)
- [2.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.20, Located Along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District (AF-265-2023) (Ken Weems)

- [3.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.70, Located Along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District (AF-266-2023) (Ken Weems)
- [4.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 106, Parcel 001.00 and Tax Map 092O, Group E, Parcel 043.00 Located Along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District (AF-267-2023) (Jessica McMurray)
- [5.](#) Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund Budget (AF-273-2023) (David Frye)
- [6.](#) Consideration of an Ordinance to Condemn (AF-274-2023) (Ryan McReynolds)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Approve an Agreement with Source Technologies, LLC for Odor and Corrosion Control at Sewer Lift Stations (AF-275-2023) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution Naming the New Bike Park Facility - Brickyard Park Pump Track (AF-276-2023) (Michael Borders)
- [3.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Tennessee Department of Transportation on Behalf of the Kingsport MTPO (AF-284-2023) (Lesley Phillips)
- [4.](#) Consideration of a Resolution to Enter into a Memorandum of Understanding with Kingsport City Schools Designating the Civic Auditorium as a KCS Facility (AF-298-2023) (Michael T. Borders)
- [5.](#) Consideration of a Resolution to Enter into a Lease Agreement with Sons and Daughters of Douglass for a Museum (AF-299-2023) (Michael T. Borders)
- [6.](#) Consideration of a Resolution to Appropriate Funds for the Purchase of Taser 7 Electronic Control Weapons (ECW) from Axon Enterprises Inc. for All Sworn Members of the Kingsport Police Department (AF-285-2023) (Chief Phipps)

XII. CONSENT AGENDA

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

- [1.](#) Consideration of a Resolution to Accept a Grant From Enbridge (AF-283-2023) (Chief Boyd)
- [2.](#) Consideration of a resolution amending the FY 2022/2023 CDBG Sub-recipient Agreement with Holston Habitat for Humanity. (AF-281-2023) (Michael Price)
- [3.](#) Consideration of a Resolution Authorizing the Application and Receiving of Funding through the Tennessee State Museum Grant (AF-282-2023) (Michael Price)
- [4.](#) Consideration of a Resolution to Apply for and Receive a Tennessee Law Enforcement Officer Hiring, Training and Recruitment Program Grant from the State of Tennessee for FY 2024 (AF-290-2023) (Chief Dale Phipps)
- [5.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Law Enforcement Hiring, Training, and Recruitment Program Grant for FY 2024 (AF-291-2023) (Chief Dale Phipps)
- [6.](#) Consideration of a Resolution Authorizing the City Manager to Purchase Chrysler Pacifica Vans for Kingsport City Schools' Activities (AF-296-2023) (David Frye)
- [7.](#) Consideration to Approve Issuance of Certificate of Compliance for a Retail Food Store to Sell Wine (AF-294-2023) (Angie Marshall)
- [8.](#) Consideration of a Resolution to Approve the Stormwater Annual Compliance Report for TDEC (AF-287-2023) (Ryan McReynolds)
- [9.](#) Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Accept a Change Order for Software Products from Data-Drive (AF-297-2023) (Chief D. Phipps)

XIII. COMMUNICATIONS

1. City Manager
 - Report on Debt Obligation

2. Mayor and Board Members

XIV.ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 14, 2023 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper (*arrived after roll call*)

Alderman Paul W. Montgomery

Alderman Tommy Olterman

Alderman James Phillips

I. CALL TO ORDER 4:30 p.m. by Mayor Shull.

II. ROLL CALL by City Recorder/Treasurer Lisa Winkle. Absent: Alderman Darrell Duncan

III. DISCUSSION ITEMS

1. Legislative Update - Mike Billingsley

Mike Billingsley presented information regarding the 2023 Session for the 113th Tennessee General Assembly. He highlighted bills that had been introduced and answered questions as discussion ensued.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the August 15, 2023 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

IX.3 Consideration of an Ordinance Amending Section 6-1 to Add the Definition of Barrel and to Repeal Section 6-169 in its Entirety (AF-216-2023) City Attorney Rowlett provided information on rectifying a discrepancy in the code to reflect state law.

Troy with TDOT gave an update on Memorial Boulevard at the request of Vice-Mayor George. He said he would get more information and report back to the board. He also commented on a corridor study regarding John B Dennis Highway and Stone Drive.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 14, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

The City Manager asked Lisa Winkle to give an update on the bid bonds that were opened this morning. the award went to Wells Fargo out of the nine bidders. Mr. McCartt commented it was a good rate and stated his appreciation to Llsa and her team. He also gave an update on the dental clinic, noting construction design will begin this fall and positive announcements are forthcoming.

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:20 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 15, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Paul W. Montgomery

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Ryan McReynolds, Deputy City Manager

Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer

Angie Marshall, City Clerk/Deputy/City Recorder

I. CALL TO ORDER 7:00 p.m. by Mayor Shull.

II. PLEDGE OF ALLEGIANCE TO THE FLAG led by the New Vision Youth.

III. INVOCATION led by Alderman Montgomery.

IV. ROLL CALL by City Recorder/Treasurer Lisa Winkle. Absent: Alderman Duncan.

V. RECOGNITIONS AND PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards (Sharon Hayes)

2. TimesNews 2023 Readers Choice Family Entertainment, Local Tourist Spot and Fun for the Whole Family Award - Bays Mtn. Park & Planetarium (Vice Mayor George)

3. TimesNews 2023 Readers Choice Senior Services Award - Kingsport Senior Center
(Alderman Montgomery)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 15, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

VI. APPOINTMENTS

1. **Appointments to the Parks and Recreation Advisory Committee** (AF-278-2023) (Mayor Shull)

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

APPOINTMENTS OF PATRICK POTTER AND CARLOS CARVAJAL TO SERVE THREE-YEAR TERMS ON THE PARKS AND RECREATION ADVISORY COMMITTEE EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2026; REAPPOINTMENT OF TONY WILLIAMS TO SERVE A TREE-YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2026; APPOINTMENT OF BOB GRYGOTIS WHO WILL FULFILL THE UNEXPIRED TERM OF ANDREW ZUEHLKE EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2024.

Passed: All present voting "aye."

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

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

1. **July 31, 2023 - Work Session**
2. **August 1, 2023 - Business Meeting**

Passed: All present voting "aye."

VIII. PUBLIC HEARINGS

1. **Consideration of an Ordinance to Amend Zoning of Tax Map 106, Parcel 001.00 and Tax Map 0920, Group E, Parcel 043.00 Located Along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District** (AF-267-2023) (Jessica McMurray)

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG LEBANON ROAD FROM THE R-1B, RESIDENTIAL DISTRICT TO THE PD, PLANNED DEVELOPMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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- 2. Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.20, Located Along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District (AF-265-2023) (Ken Weems)**

Motion made by Alderman Olterman, Seconded by Alderman Phillips.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EASTERN STAR ROAD AND FORDTOWN ROAD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.70, Located Along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District (AF-266-2023) (Ken Weems)**

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORDTOWN ROAD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT AND THE M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

COMMENT

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

IX. BUSINESS MATTERS REQUIRING FIRST READING

- 1. Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund Budget (AF-273-2023) (David Frye)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

2. Consideration of an Ordinance to Condemn (AF-274-2023) (Ryan McReynolds)

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

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

3. Consideration of an Ordinance Amending Section 6-1 to Add the Definition of Barrel and to Repeal Section 6-169 in its Entirety (AF-216-2023) (Chris McCartt)

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, BY; AMENDING SECTION 6-1 RELATING TO INCLUDING THE DEFINITION OF BARRELL; TO REPEAL SECTION 6-169 IN ITS ENTIRETY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of a Budget Adjustment Ordinance for the Urban Mass Transit Assistance Project Fund in FY23 (AF-259-2023) (Chris McCartt)

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

ORDINANCE NO 7101 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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2. Consideration of a Budget Adjustment Ordinance for the General Projects-Special Revenue Fund and the Sewer Project Fund in FY24 (AF-261-2023) (Chris McCartt)

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

ORDINANCE NO 7102 AN ORDINANCE TO AMEND THE GENERAL PROJECTS- SPECIAL REVENUE AND SEWER PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

XI. OTHER BUSINESS

1. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Accept a Change Order for Software Products from Central Square Technologies (AF-272-2023) (Dale Phipps)

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-055 A RESOLUTION APPROVING A CHANGE ORDER TO AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR CHANGES IN DELIVERABLES FOR THE KINGSPORT POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER

Passed: All present voting "aye."

2. Consideration of a Resolution to Purchase One (1) 2023 Hamm HD 8 VV from Sourcewell Contract (AF-263-2023) (Ryan McReynolds)

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

RESOLUTION NO. 2024-056 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO POWER EQUIPMENT COMPANY FOR THE PURCHASE OF A 2023 HAMM HD 8 VV THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 060122-WAI

Passed: All present voting "aye."

3. Consideration of a Resolution to Purchase One (1) 305 Medium Size Excavator with Hammer from TN State Contract # 72872 (AF-277-2023) (Ryan McReynolds)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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

RESOLUTION NO. 2024-057 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO STOWERS MACHINERY CORPORATION UTILIZING TENNESSEE STATE CONTRACT NO.: 72872 FOR A 305 MEDIUM SIZE EXCAVATOR WITH HAMMER FOR USE BY WATER MAINTENANCE DEPARTMENT

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Purchase Ecolane Software for the Kingsport Area Transit Service from SHI International Corporation using a NASPO Contract (AF-279-2023) (Timothy Land)**

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

RESOLUTION NO. 2024-058 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION FOR THE ACQUISITION OF ECOLANE SOFTWARE UNDER THE TERMS OF NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS CONTRACT NO.: AR2488

Passed: All present voting "aye."

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

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

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

- 1. Consideration of a Resolution to Amend and Extend the Lease Agreement with Kingsport Model Trains Project, Inc. for space at Lynn View Community Center (AF-223-2023) (Michael Borders)**

RESOLUTION NO. 2024-059 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR THE USE OF SPACE AT THE LYNN VIEW COMMUNITY CENTER BY KINGSFORT MODEL TRAINS PROJECT, INC. AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 2. Consideration of a Resolution Approving a Release with Donegal Insurance Group for Damage to City Property (AF-271-2023) (Chris McCartt)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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RESOLUTION NO. 2024-060 A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE WITH DONEGAL INSURANCE GROUP AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

- 3. Consideration of a Resolution Authorizing the City Manager to Purchase Phonics Intervention Kits for Kingsport City Schools from Benchmark Education Using TIPS Cooperative Purchasing (AF-251-2023) (David Frye)**

RESOLUTION NO. 2024-061 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO BENCHMARK EDUCATION UTILIZING THE INTERLOCAL PURCHASING SYSTEM CONTRACT NO.: 200903 FOR PHONICS INTERVENTION KITS FOR KINGSPORT CITY SCHOOLS

- 4. Consideration of a Resolution Authorizing the Mayor to Enter into an Agreement with Cintas for Kingsport City Schools Maintenance Department Uniform Rental Service Using Omnia Partners Cooperative Contract (AF-269-2023) (David Frye)**

RESOLUTION NO. 2024-062 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR UNIFORM RENTAL SERVICES FOR THE KINGSPORT CITY SCHOOLS MAINTENANCE DEPARTMENT THROUGH OMNIA PARTNERS COOPERATIVE

- 5. Consideration of a Resolution Authorizing the City Manager to Purchase a Galaxy Outdoor Electronic Message Center for Dobyns-Bennett High School Using Sourcewell Cooperative Purchasing (AF-264-2023) (David Frye)**

RESOLUTION NO. 2024-063 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DAKTRONICS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 030223 FOR A GALAXY OUTDOOR ELECTRONIC MESSAGE CENTER FOR DOBYNS-BENNETT HIGH SCHOOL

- 6. Consideration of a Resolution Authorizing the Application for Funding through the Tennessee Tourism Enhancement Grant (AF-270-2023) (Michael Price)**

RESOLUTION NO. 2024-064 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TOURISM ENHANCEMENT GRANT FROM THE TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 15, 2023 at 7:00 PM

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XIII. COMMUNICATIONS

1. City Manager

At the Mayor's request, Mr. McCartt had Deputy City Manager McReynolds comment on the blue lid trash can pick up by Public Works.

2. Mayor and Board Members

Alderman Phillips commented on the ribbon cutting for Flanagan Bierworks and how this new business ended up in Kingsport, complimenting city staff on their professionalism. He also mentioned the upcoming Hudson General Store ribbon cutting this Friday. Lastly, commended city employee Bobby Harmon and recognized his upcoming retirement after 45 years of service. Alderman Olterman remarked on high school football games. Alderman Cooper provided updates regarding downtown, including the renovation of the State Theatre as well as the upcoming productions at Lamplight Theatre. She also talked about Christmas in Kingsport and the progress being made there. Vice-Mayor George stated the Tennessee Executive Chamber of Commerce is in town this week. She also mentioned next week the World Long Drive will be at Meadowview. Mayor Shull emphasized citizens are always welcome to come speak at business meetings, but if issues arise in the meantime please reach out to the BMA. He also recognized Mr. Harmon and pointed out there are many outstanding city employees.

3. Visitors None.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:53 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 105, a Portion of Parcel 188.00 Located Along Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District.

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

Action Form No.: AF-280-2023
Work Session: September 18, 2023
First Reading: September 19, 2023
Final Adoption: October 3, 2023
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone and Tax Map 105, a portion of parcel 188.00 located along Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 3.70 acres located along Tri-Cities Crossing from the A-1 zone to the B-4P zone. The purpose of the rezoning is to facilitate future retail/commercial development (Southern Tire). No comment was received. During their August 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 7-0. The notice of public hearing was published on September 1, 2023.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on September 19, 2023 to consider the rezoning of Tax Map 105, a portion of parcel 188.00 from the A-1 zoning district to the B-4P zoning district. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract:

BEGINNING AT A POINT, SAID POINT A CORNER TO LOT 1, HORSE CREEK FARMS, G.P. SUBDIVISION (PLAT BOOK 55, PAGE 557) AND HORSE CREEK FARMS, G.P. (DEED BOOK 297SC, PAGE 304). THENCE ALONG LOT 1 SOUTH 28° 13' 07" WEST, A DISTANCE OF 138.72 FEET TO A POINT. THENCE LEAVING LOT 1 AND THROUGH HORSE CREEK FARMS, G.P. NORTH 62° 19' 00" WEST, A DISTANCE OF 420.84 FEET TO A POINT AND NORTH 41° 15' 47" EAST, A DISTANCE OF 537.95 FEET TO A POINT, SAID POINT LOCATED ON THE WESTERLY SIDELINE OF TRI CITIES CROSSING. THENCE ALONG SAID SIDELINE SOUTH 32° 45' 51" EAST, A DISTANCE OF 56.79 FEET AND SOUTH 57° 22' 42" EAST, A DISTANCE OF 250.48 FEET TO A POINT. THENCE LEAVING SAID SIDELINE AND ALONG HORSE CREEK FARMS, G.P. SOUTH 28° 13' 07" WEST, A DISTANCE OF 334.54 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.084 ACRES MORE OR LESS.

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

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



CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 9/01/2023

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG TRI-CITIES CROSSING FROM THE A-1, AGRICULTURAL DISTRICT TO THE B-4P, PLANNED BUSINESS DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract:

BEGINNING AT A POINT, SAID POINT A CORNER TO LOT 1, HORSE CREEK FARMS, G.P. SUBDIVISION (PLAT BOOK 55, PAGE 557) AND HORSE CREEK FARMS, G.P. (DEED BOOK 297SC, PAGE 304). THENCE ALONG LOT 1 SOUTH 28° 13' 07" WEST, A DISTANCE OF 138.72 FEET TO A POINT. THENCE LEAVING LOT 1 AND THROUGH HORSE CREEK FARMS, G.P. NORTH 62° 19' 50" WEST, A DISTANCE OF 420.84 FEET TO A POINT AND NORTH 41° 15' 47" EAST, A DISTANCE OF 537.95 FEET TO A POINT, SAID POINT LOCATED ON THE WESTERLY SIDELINE OF TRI CITIES CROSSING. THENCE ALONG SAID SIDELINE SOUTH 32° 45' 51" EAST, A DISTANCE OF 56.79 FEET AND SOUTH 57° 22' 42" EAST, A DISTANCE OF 250.48 FEET TO A POINT. THENCE LEAVING SAID SIDELINE AND ALONG HORSE CREEK FARMS, G.P. SOUTH 28° 13' 07" WEST, A DISTANCE OF 334.54 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.084 ACRES MORE OR LESS.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE23-0264

Tri-Cities Crossing Rezoning

Property Information			
Address			
Tax Map, Group, Parcel	Tax Map 105 a portion of Parcel 188.00		
Civil District	14		
Overlay District	Gateway District		
Land Use Designation	Retail/Commercial		
Acres	Rezone Site 3.71 acres +/- Total Development Site 6.70 acres +/-		
Existing Use	Vacant land	Existing Zoning	A-1
Proposed Use	Retail/Commercial	Proposed Zoning	B-4P
Owner /Applicant Information			
Name: Horse Creek Farms Address: 465 Rock Springs Drive City: Kingsport State: TN Zip Code: 37660 Email: jill51p@centurylink.net Phone Number: (423) 292-2971		Intent: <i>To rezone from A-1 (Agricultural District) to B-4P (Planned Business District) to accommodate future retail/commercial development.</i>	
Planning Department Recommendation			
The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons: <ul style="list-style-type: none"> • <i>The zoning change is compatible with surrounding retail/commercial zoning.</i> • <i>The zoning change is compatible with the 2030 Future Land Use plan.</i> • <i>The zoning change will appropriately match the proposed use.</i> Staff Field Notes and General Comments: <ul style="list-style-type: none"> • <i>The rezoning site is currently vacant.</i> • <i>Water available at the rezoning site.</i> • <i>Sewer is not currently available, staff are working to determine date of availability</i> • <i>A southern portion of the project site is currently zoned B-4P.</i> 			
Planner:	Jessica McMurray	Date:	August 15, 2023
Planning Commission Action		Meeting Date:	August 17, 2023
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	Portion of Parcel 188.00	
DISTRICT	14	
OVERLAY DISTRICT	Gateway District	
EXISTING ZONING	A-1 (Agricultural District)	
PROPOSED ZONING	B-4P (Planned Business District)	
ACRES	Rezone Site 3.71 acres +/-	Total Development Site 6.70 acres +/-
EXISTING USE	vacant land	
PROPOSED USE	retail/commercial development	

PETITIONER

ADDRESS 465 Rock Springs Drive, Kingsport, TN

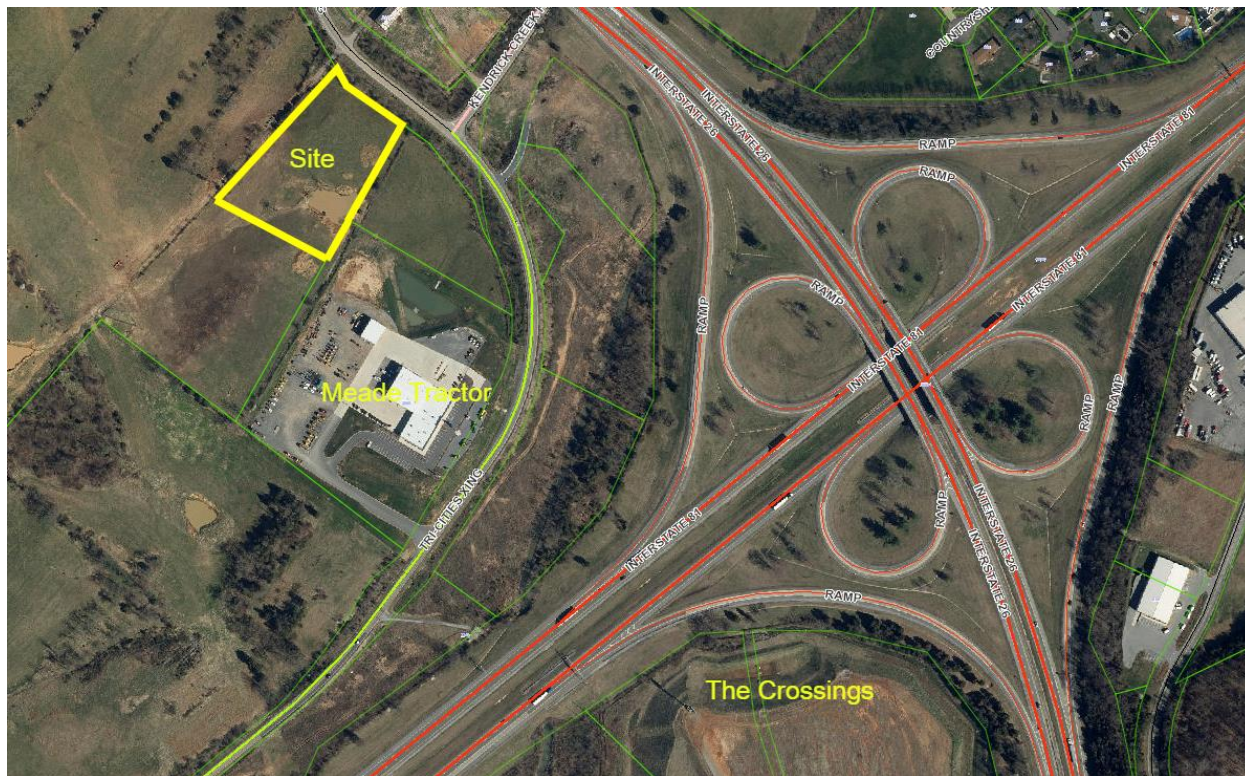
REPRESENTATIVE

PHONE (423) 292-2971

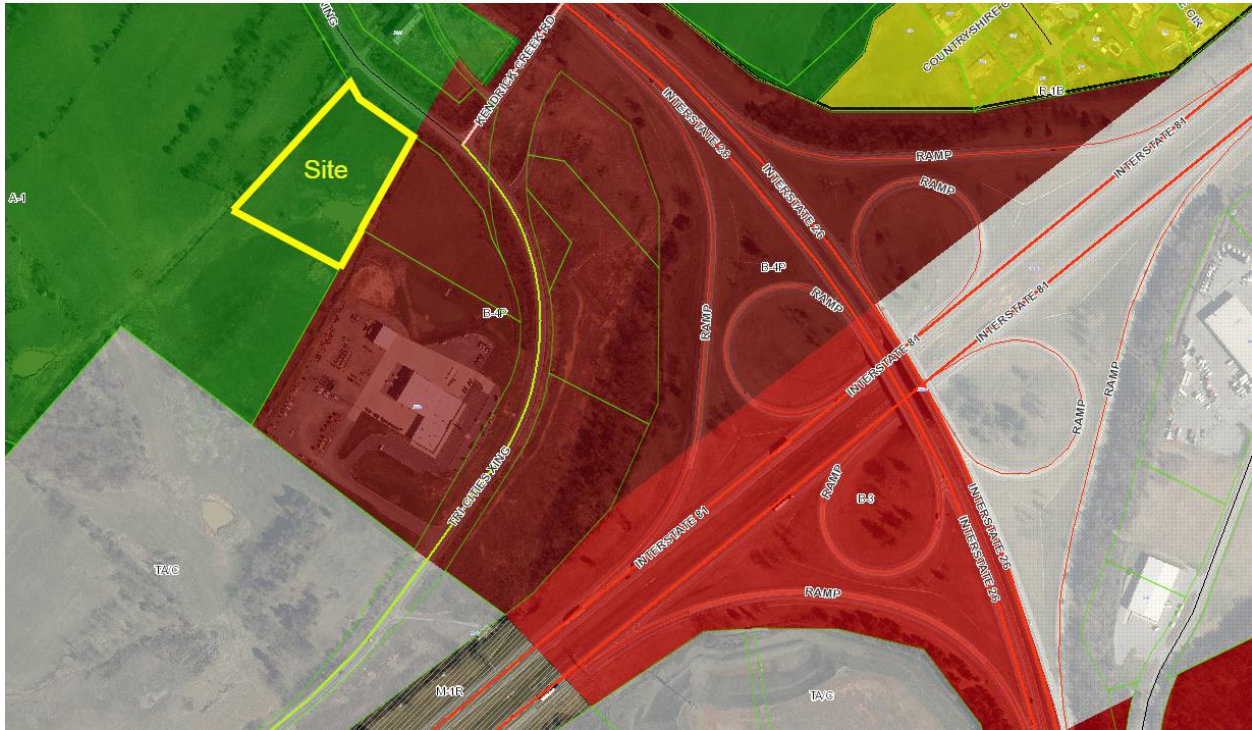
INTENT

To rezone from A-1 (Agricultural District) to B-4P (Planned Business District) to accommodate future retail/commercial development.

Vicinity Map



Surrounding City Zoning Map



Future Land Use Plan 2030



Aerial



View from Tri-Cities Crossing (South)



View from Tri-Cities Crossing & Kendrick Creek Rd (East)



View from Tri-Cities Crossing (North, Google Earth Image)



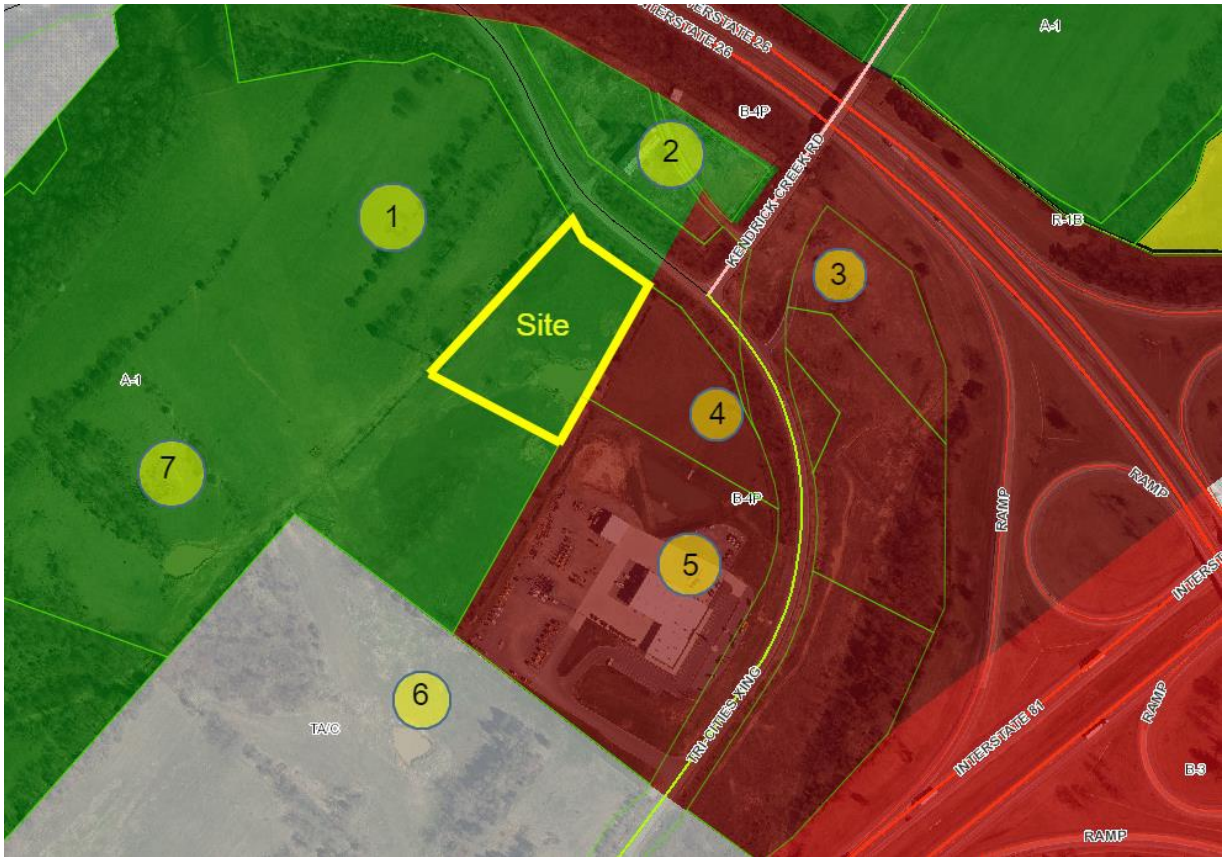
View from Tri-Cities Crossing (East, Google Earth Image)



Aerial View (Google Earth Image)



EXISTING USES LOCATION MAP



Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE23-0264

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City A-1</u> Use: vacant	
East	2	<u>Zone: City A-1</u> Use: agricultural/barn	
Southeast	3	<u>Zone: City B-4P</u> Use: vacant	
South	4	<u>Zone: City B-4P</u> Use: vacant	
Southwest	5	<u>Zone: City B-4P</u> Use: retail/commercial (Meade Tractor)	
West	6	<u>Zone: City TA/C</u> Use: vacant	
Northwest	7	<u>Zone: City A-1</u> Use: vacant	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

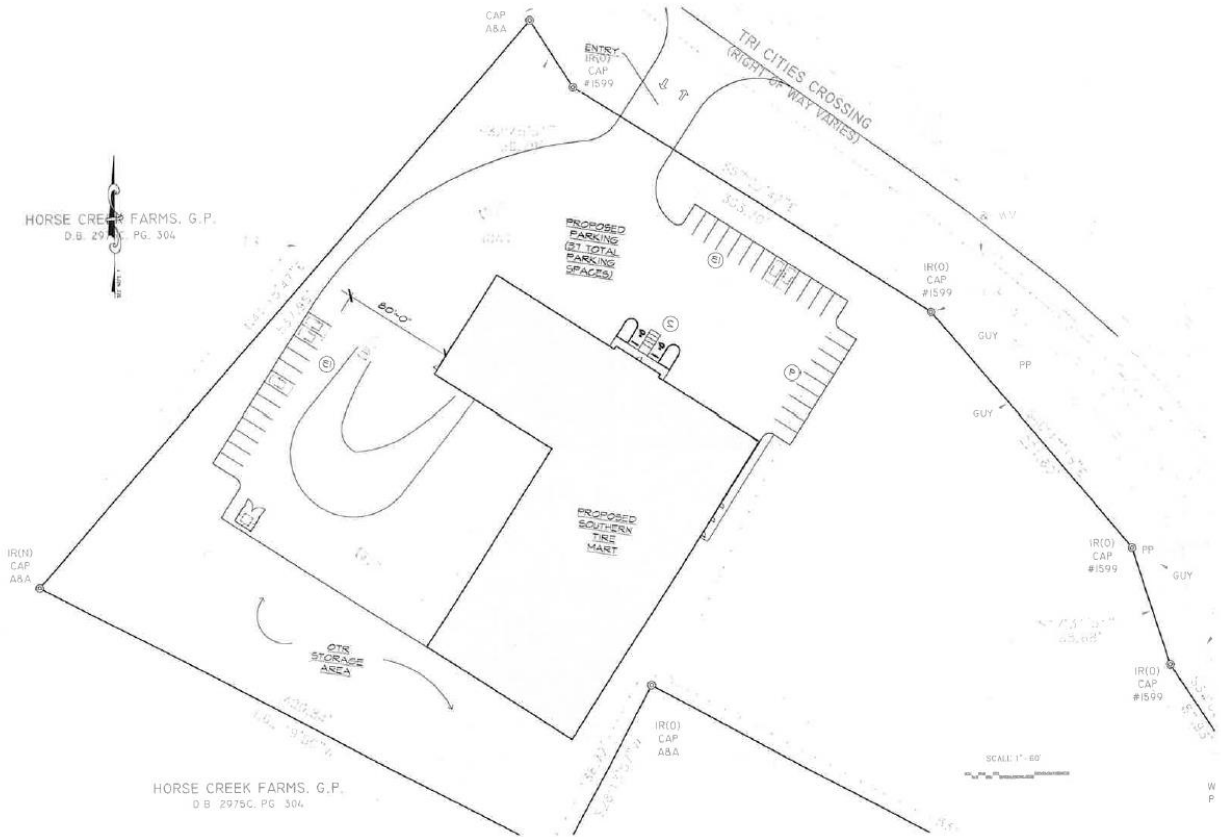
1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal is already surrounded by B-4P zoning to the east, south and west. Rezoning will permit an appropriate use that is suitable for the Future Land Use development.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Abutting property is zoned City B-4P, Planned Business District.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The B-4P rezoning proposal does conform to the 2030 Land Use Plan as an appropriate use.

Proposed use: Retail/Commercial

The Future Land Use Plan Map recommends retail/commercial.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning, as the majority of surrounding parcels are zoned B-4P, Planned Business District.
6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The rezoning site is surrounded by an existing B-4P, Planned Business District. The vacant land mass is appropriately sized for a new development that will meet zoning restrictions of the B-4P zone.

Zoning Development Plan (A Full Size Copy Available For Meeting)



CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from A-1 to B-4P based upon conformance to the Future Land Use Plan.



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY24

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

Action Form No.:	AF-268-2023	Final Adoption:	October 3, 2023
Work Session:	September 18, 2023	Staff Work By:	Lisa Winkle/John Morris
First Reading:	September 19, 2023	Presentation By:	Chris McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The General Project Fund is being amended by appropriating net bond proceeds to the following projects:

- D-B Dome (GP2401): \$21,000,000
- Justice Center (GP2402): \$13,400,000
- Library (GP2300): \$4,401,157
- West End Greenbelt Extension (GP1927): \$375,000
- Pedestrian Bridge (GP2108): \$700,000
- Public Works Facilities (GP2207): \$925,000
- Bridge Improvements (GP2403): \$600,000

The Water Project Fund is being amended by appropriating bond proceeds to the following projects:

- Distribution Sys Upg (WA2403): \$2,000,000
- Horse Creek Area (WA2404): \$500,000
- Mem Blvd Water Relocate (WA2405): \$3,300,000
- Watauga St Water Imp (WA2406): \$1,000,000
- Water Tank Rehab (WA2407): \$1,000,000
- Plant & Distribution Mater Plan (WA2409): \$501,860
- Fieldcrest Annexation (WA2408): \$1,200,000
- AMI Meter Purchase (WA2306): \$300,000
- Wa Valve Loc & Assessment (WA2307): \$100,000

The Sewer Project Fund is being amended by appropriating bond proceeds to the following projects:

- Collection System Upgrades (SW2206): \$1,000,000
- Watauga St Sewer Imp (SW2406): \$1,500,000
- Mem Blvd Sewer Relocate (SW2405): \$4,200,000
- WWTP Electrical Imp (SW2407): \$2,401,660
- Fieldcrest Annexation (SW2408): \$2,500,000

Attachments:

1. Ordinance

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

Item IX1.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND SERIES 2023; FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

WHEREAS, on June 20, 2023, the Board of Mayor and Aldermen (the "Board") of the City of Kingsport, Sullivan and Hawkins Counties, Tennessee (the "Municipality"), adopted Resolution No. 2023-300 to issue General Obligation Public Improvement Bond Series 2023 not to exceed \$63,500,000, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto" (the "Initial Resolution"), authorizing and directing, among other things, the issuance by the Municipality of its general obligation public improvement bonds for the purpose of financing a portion of the costs of certain community improvement projects, consisting of the construction, improvement and renovation of public school facilities; acquisition, construction, renovation, improvement and equipping of public buildings and infrastructure within the Municipality, including the justice center, the library, the greenbelt, municipal bridges, pedestrian bridge, public works convenient center, and public works facility design work; construction, expansion and improvement of the Municipality's water system; construction, expansion and improvement of the Municipality's sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs (collectively, the "Project"); to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bonds;

Section I. That the General Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2023 to fund the DB Dome Replacement project (GP2401) in the amount of \$21,217,279, the Justice Center Expansion project (GP2402) in the amount of \$13,538,644, the Library Renovations project (GP2300) in the amount of \$4,446,694, the West End Greenbelt Extension project (GP1927) in the amount of \$378,800, the Pedestrian Bridge project (GP2108) in the amount of \$707,243, the PW Facilities project (GP2207) in the amount of \$934,570, and the Bridge Improvements project (GP2403) in the amount of \$606,208.

Section II. That the Water Project Fund be amended by appropriating \$9,901,860 in G.O. Public Improvement Bond Series 2023 to the Water Fund for transfer to the Memorial Blvd Water Line Relocation project (WA2405) in the amount of \$3,300,000, the Distribution System Upgrades project (WA2403) in the amount of \$2,000,000, the Fieldcrest Annexation project (WA2408) in the amount of \$1,200,000, the Watauga St Water Improvements project (WA2406) in the amount of \$1,000,000, the Water Tank Rehab project (WA2407) in the amount of \$1,000,000, the Horse Creek Area Upgrades project (WA2404) in the amount of \$500,000, the Plant and Distribution System Mater Plan project (WA2409) in the amount of \$501,860, the AMI Water Meter Replacement project (WA2306) in the amount of \$300,000, and the Water Valve Location & Assessment project (WA2307) in the amount of \$100,000.

Section III. That the Sewer Project Fund be amended by appropriating \$11,601,660 G.O. Public Improvement Bond Series 2023 to the Sewer Fund for transfer to the Memorial Blvd Sewer Line Relocation project (SW2405) in the amount of \$4,200,000, the Fieldcrest Annexation project (SW2408) in the amount of \$2,500,000, the WWTP Electrical Improvements project (SW2407) in the amount of \$2,401,913, the Watauga St Sewer Improvements project (SW2406) in the amount

of \$1,500,000, the Sewer Collection System Upgrade project (SW2206) in the amount of \$1,000,000.

Account Number/Description:

General Project Fund: 311

DB Dome Replacement (GP2401)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-72 GO Bonds Series 2023	0	20,679,857	20,679,857
311-0000-368.21-01 Premium From Bond Sale	0	537,422	537,422
Total:	0	21,217,279	21,217,279

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	21,000,000	21,000,000
311-0000-601.40-41 Bond Sale Expense	0	217,279	217,279
Total:	0	21,217,279	21,217,279

Justice Center Expansion (GP2402)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-72 GO Bonds Series 2023	0	13,195,718	13,195,718
311-0000-368.21-01 Premium From Bond Sale	0	342,926	342,926
Total:	0	13,538,644	13,538,644

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	13,400,000	13,400,000
311-0000-601.40-41 Bond Sale Expense	0	138,644	138,644
Total:	0	13,538,644	13,538,644

Library Renovations (GP2300)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	1,478,444	0	1,478,444
311-0000-368.10-55 Series 2017 A GO Bonds	64,000	0	64,000
311-0000-368.10-56 GO Bonds Series 2018 A	236,000	0	236,000
311-0000-368.10-72 GO Bonds Series 2023	0	4,334,062	4,334,062
311-0000-368.21-01 Premium From Bond Sale	0	112,632	112,632
Total:	1,778,444	4,446,694	6,225,138

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	1,532,044	4,401,157	5,933,201
311-0000-601.20-23 Arch/Eng/Landscaping Fee	246,400	0	246,400
311-0000-601.40-41 Bond Sale Expense	0	45,537	45,537
Total:	1,778,444	4,446,694	6,225,138

West End Greenbelt Ext (GP1927)

	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
311-0000-337.90-10 FTA/TN Section 5303 80%	835,200	0	835,200
311-0000-361.22-00 Int LGIP	35	0	35
311-0000-364.20-00 From Corporations	6,640	0	6,640
311-0000-368.10-40 Series 2011 GO Pub Imp	301	0	301
311-0000-368.10-54 Series 2016 GO (Nov 4)	2,180	0	2,180
311-0000-368.10-72 GO Bonds Series 2023	0	369,283	369,283
311-0000-368.21-01 Premium From Bond Sale	0	9,597	9,597
311-0000-391.01-00 From General Fund	22,510	0	22,510
Total:	866,866	378,880	1,245,746

Expenditures:

311-0000-601.20-22 Construction Contracts	0	375,000	375,000
311-0000-601.20-23 Arch/Eng/Landscaping Serv	200,000	0	200,000
311-0000-601.40-41 Bond Sale Expense	0	3,880	3,880
311-0000-601.90-01 Land	115,200	0	115,200
311-0000-601.90-03 Improvements	551,666	0	551,666
Total:	866,866	378,880	1,245,746

Pedestrian Bridge (GP2108)

	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	0	0	0
311-0000-368.10-66 Series 2019 GO Improvment	64,145	0	64,145
311-0000-368.10-72 GO Bonds Series 2023	0	689,329	689,329
311-0000-368.21-01 Premium From Bond Sale	10,855	17,914	28,769
311-0000-391.01-00 From General Fund	7,000	0	7,000
Total:	82,000	707,243	789,243

Expenditures:

311-0000-601.20-22 Construction Contracts	0	700,000	700,000
311-0000-601.40-41 Bond Sale Expense	0	7,243	7,243
311-0000-601.90-03 Improvements	82,000	0	82,000
Total:	82,000	707,243	789,243

PW Facilities (GP2207)

	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	27,555	0	27,555
311-0000-368.10-69 GO Bonds Series 2021	276,150	0	276,150
311-0000-368.10-72 GO Bonds Series 2023	0	910,898	910,898
311-0000-368.21-01 Premium From Bond Sale	27,121	23,672	50,793
Total:	330,826	934,570	1,265,396

Expenditures:

311-0000-601.20-22 Construction Contracts	0	925,000	925,000
311-0000-601.40-41 Bond Sale Expense	3,271	9,570	12,841
311-0000-601.90-01 Land	75,641	0	75,641
311-0000-601.90-03 Improvements	251,914	0	251,914
Total:	330,826	934,570	1,265,396

Bridge Improvements (GP2403)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-72 GO Bonds Series 2023	0	590,853	590,853
311-0000-368.21-01 Premium From Bond Sale	0	15,355	15,355
Total:	0	606,208	606,208

Expenditures:

311-0000-601.20-22 Construction Contracts	0	600,000	600,000
311-0000-601.40-41 Bond Sale Expense	0	6,208	6,208
Total:	0	606,208	606,208

Account Number/Description:

Water Fund: 411

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
411-0000-392.99-36 GO Bonds Series 2023	0	9,901,860	9,901,860
Total:	0	9,901,860	9,901,860

Expenditures:

411-6999-698.78-72 GO Bonds Series 2023	0	9,901,860	9,901,860
Total:	0	9,901,860	9,901,860

Account Number/Description:

Water Project Fund: 451

Memorial Blvd Water Line Relocation (WA2405)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	3,300,000	3,300,000
Total:	0	3,300,000	3,300,000

Expenditures:

451-0000-601.90-03 Improvements	0	3,300,000	3,300,000
Total:	0	3,300,000	3,300,000

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	0	2,000,000	2,000,000
Total:	0	2,000,000	2,000,000

Expenditures:

451-0000-601.90-03 Improvements	0	2,000,000	2,000,000
Total:	0	2,000,000	2,000,000

<u>Fieldcrest Annexation (WA2408)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	1,200,000	1,200,000
Total:	0	1,200,000	1,200,000

<u>Expenditures:</u>	\$	\$	\$
451-0000-601.90-03 Improvements	0	1,200,000	1,200,000
Total:	0	1,200,000	1,200,000

<u>Watauga St Water Improvements (WA2406)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	1,000,000	1,000,000
Total:	0	1,000,000	1,000,000

<u>Expenditures:</u>	\$	\$	\$
451-0000-601.90-03 Improvements	0	1,000,000	1,000,000
Total:	0	1,000,000	1,000,000

<u>Water Tank Rehab (WA2407)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	1,000,000	1,000,000
Total:	0	1,000,000	1,000,000

<u>Expenditures:</u>	\$	\$	\$
451-0000-601.90-03 Improvements	0	1,000,000	1,000,000
Total:	0	1,000,000	1,000,000

<u>Horse Creek Area Upgrades (WA2404)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	500,000	500,000
Total:	0	500,000	500,000

<u>Expenditures:</u>	\$	\$	\$
451-0000-601.90-03 Improvements	0	500,000	500,000
Total:	0	500,000	500,000

<u>Plant & Distribution Sys Master Plan (WA2409)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	501,860	501,860
Total:	0	501,860	501,860

<u>Expenditures:</u>	\$	\$	\$
451-0000-601.90-03 Improvements	0	501,860	501,860
Total:	0	501,860	501,860

AMI Meter Purchase (WA2306)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-337.16-23 American Rescue Plan	2,000,000	0	2,000,000
451-0000-391.05-56 Series 2019 GO Improve	300,000	0	300,000
451-0000-391.05-72 GO Bonds Series 2023	0	300,000	300,000
Total:	2,300,000	300,000	2,600,000

Expenditures:

451-0000-605.90-04 Equipment	\$ 2,300,000	\$ 300,000	\$ 2,600,000
Total:	2,300,000	300,000	2,600,000

Wa Valve Loc & Assessment (WA2307)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-337.16-23 American Rescue Plan	750,000	0	750,000
451-0000-391.05-56 Series 2019 GO Improve	112,500	0	112,500
451-0000-391.05-72 GO Bonds Series 2023	0	100,000	100,000
Total:	862,500	100,000	962,500

Expenditures:

451-0000-605.90-03 Improvements	\$ 862,500	\$ 100,000	\$ 962,500
Total:	862,500	100,000	962,500

Account Number/Description:

Sewer Fund: 412

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
412-0000-392.99-36 GO Bonds Series 2023	0	11,601,660	11,601,660
Total:	0	11,601,660	11,601,660

Expenditures:

412-6999-698.78-72 GO Bonds Series 2023	\$ 0	\$ 11,601,660	\$ 11,601,660
Total:	0	11,601,660	11,601,660

Account Number/Description:

Sewer Project Fund: 452

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Memorial Blvd Sewer Line Relocation (SW2405)</u>			
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-72 GO Bonds Series 2023	0	4,200,000	4,200,000
Total:	0	4,200,000	4,200,000

Expenditures:

452-0000-601.90-03 Improvements	\$ 0	\$ 4,200,000	\$ 4,200,000
Total:	0	4,200,000	4,200,000

<u>Fieldcrest Annexation (SW2408)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>			
452-0000-391.05-72 GO Bonds Series 2023	\$ 0	\$ 2,500,000	\$ 2,500,000
Total:	0	2,500,000	2,500,000

<u>Expenditures:</u>			
452-0000-601.90-03 Improvements	\$ 0	\$ 2,500,000	\$ 2,500,000
Total:	0	2,500,000	2,500,000

<u>WWTP Electrical Improvements (SW2407)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>			
452-0000-391.05-72 GO Bonds Series 2023	\$ 0	\$ 2,401,660	\$ 2,401,660
Total:	0	2,401,660	2,401,660

<u>Expenditures:</u>			
452-0000-601.90-03 Improvements	\$ 0	\$ 2,401,660	\$ 2,401,660
Total:	0	2,401,660	2,401,660

<u>Watauga St Sewer Improvements (SW2406)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>			
452-0000-391.05-72 GO Bonds Series 2023	\$ 0	\$ 1,500,000	\$ 1,500,000
Total:	0	1,500,000	1,500,000

<u>Expenditures:</u>			
452-0000-601.90-03 Improvements	\$ 0	\$ 1,500,000	\$ 1,500,000
Total:	0	1,500,000	1,500,000

<u>Sewer Collection System Upgrades (SW2206)</u>			
	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>			
452-0000-391.05-69 GO Bonds Series 2021	\$ 600,000	\$ 0	\$ 600,000
452-0000-391.05-72 GO Bonds Series 2023	0	1,000,000	1,000,000
Total:	0	1,000,000	1,600,000

<u>Expenditures:</u>			
452-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 600,000	\$ 1,000,000	\$ 1,600,000
Total:	600,000	1,000,000	1,600,000

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate \$44,000.00 from the Tennessee Highway Safety Office’s (THSO) FY 2024 Grant

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

Action Form No.: AF-292-2023
Work Session: September 18, 2023
First Reading: September 19, 2023
Final Adoption: October 3, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:

Approve the Ordinance.

Executive Summary:

The Tennessee Highway Safety Office (THSO) provides grant funding for programs designed to reduce the number of fatalities, injuries and related economic losses that result from traffic crashes on Tennessee’s roadways. Local governments can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety.

The Kingsport Police Department has been notified that the department has been awarded funding to assist with a Multiple Traffic Violation/Crash Reduction Campaign consisting of overtime enforcement and the purchase of traffic safety equipment.

This grant funding is \$44,000 with no match required. Funding is for a one-year period.

Attachments:

- 1. Ordinance
- 2. Grant Contract

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$44,000 to the TN Highway Safety Office Grant project (NC2405) to enforce traffic safety. No matching funds are required.

Account Number/Description:
Fund 111: General Project/Special Rev
Fund

<u>TN Highway Safety Office Grant (NC2405)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-337.60-10 Safety/Homeland Security	0	44,000	44,000
Total:	0	44,000	44,000
 <u>Expenditures:</u>	 \$	 \$	 \$
111-0000-601.10-11 Overtime	0	30,000	30,000
111-0000-601.10-20 Social Security	0	3,520	3,520
111-0000-601.10-30 Health Insurance	0	535	535
111-0000-601.10-41 TCRS Retirement	0	7,200	7,200
111-0000-601.10-43 ICMA/Retirement	0	2,135	2,135
111-0000-601.10-50 Life Insurance	0	130	130
111-0000-601.10-52 Long Term Disability	0	80	80
111-0000-601.10-60 Workmen's Comp	0	270	270
111-0000-601.10-61 Unemployment Ins.	0	130	130
Total:	0	44,000	44,000

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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 1, 2023	End Date September 30, 2024	Agency Tracking # Z24THS149	Edison ID 78563 (PT)		
Grantee Legal Entity Name Kingsport Police Department			Edison Vendor ID 1562		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.600			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Community-Based Traffic Safety Enforcement and Education					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$44,000.00			\$44,000.00
TOTAL:		\$44,000.00			\$44,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Kingsport Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Kingsport Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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 undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
- (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. 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.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("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 Forty Four Thousand Dollars and Zero Cents (\$44,000.00) ("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 Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 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 Safety and Homeland Security, Tennessee Highway Safety Office.
 - (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.

- 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 sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. 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.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Chris Tincher, Captain
 Kingsport Police Department
 200 Shelby Street
 Kingsport, Tennessee Tennessee37660
 ChrisTincher@KingsportTN.gov
 Telephone # (423) 229-9498
 FAX # (423) 224-2786

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- 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 five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. 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 subsection 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 subsections 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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Kingsport Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Kingsport Police Department
Subrecipient's Unique Entity Identifier (SAM)	YE45C4JZC5U1
Federal Award Identification Number (FAIN)	69A37523300004020TN0
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$44,000.00
Total amount of federal funds obligated to the subrecipient	\$44,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,971,702.69
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate \$20,000.00 from the Tennessee Highway Safety Office’s (THSO) FY 2024 Coordinator Grant

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

Action Form No.: AF-293-2023
Work Session: September 18, 2023
First Reading: September 19, 2023
Final Adoption: October 3, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:

Approve the Ordinance.

Executive Summary:

The Kingsport Police Department has been notified that we were approved for \$20,000.00 in grant funds for the upcoming '24 fiscal year. The grant will be utilized to pay for Officer Matt McGuire’s travel/training to various traffic related workshops and conferences. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance
- 2. Grant Contract

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$20,000 to the THSO Coordinator Grant project (NC2406) to enforce traffic safety. No matching funds are required.

Account Number/Description:

Fund 111: General Project/Special Rev Fund
THSO Coordinator Grant (NC2406)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-337.60-10 Safety/Homeland Security	0	20,000	20,000
Total:	0	20,000	20,000
 <u>Expenditures:</u>	 \$	 \$	 \$
111-0000-601.10-11 Overtime	0	450	450
111-0000-601.10-20 Social Security	0	40	40
111-0000-601.10-30 Health Insurance	0	50	50
111-0000-601.10-41 TCRS Retirement	0	120	120
111-0000-601.10-50 Life Insurance	0	30	30
111-0000-601.10-52 Long Term Disability	0	20	20
111-0000-601.10-60 Workmen's Comp	0	50	50
111-0000-601.10-61 Unemployment Ins.	0	40	40
111-0000-601.20-40 Travel Expense	0	1,500	1,500
111-0000-601.20-41 Registration Fees/Tuition	0	1,500	1,500
111-0000-601.30-20 Operating Supplies & Tool	0	16,200	16,200
Total:	0	20,000	20,000

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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 1, 2023	End Date September 30, 2024	Agency Tracking # Z24THS150	Edison ID 78563 (PT)		
Grantee Legal Entity Name Kingsport Police Department			Edison Vendor ID 1562		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.600			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Network Coordinator					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$20,000.00			\$20,000.00
TOTAL:		\$20,000.00			\$20,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Kingsport Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Kingsport Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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 undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
- (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. 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.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("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 Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("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 Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 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 Safety and Homeland Security, Tennessee Highway Safety Office.
 - (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.

- 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 sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. 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.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Matthew McGuire, Corporal
 Kingsport Police Department
 200 Shelby Street
 Kingsport, Tennessee Tennessee37660
 mcguire@kingsporttn.gov
 Telephone # (423) 229-9498
 FAX # (423) 224-2786

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- 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 five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles

purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection 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 subsections 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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Kingsport Police Department:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Kingsport Police Department
Subrecipient's Unique Entity Identifier (SAM)	YE45C4JZC5U1
Federal Award Identification Number (FAIN)	69A37523300004020TN0
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$20,000.00
Total amount of federal funds obligated to the subrecipient	\$20,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,971,702.69
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%



AGENDA ACTION FORM

Consideration of a Resolution and Ordinance to Approve A Change Order for the Main Street Rebuild and Streetscape Project

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

Action Form No.: AF-295-2023 Final Adoption: October 3, 2023
 Work Session: September 18, 2023 Staff Work By: H. Clabaugh
 First Reading: September 19, 2023 Presentation By: M. Thompson

Recommendation:
 Approve the Resolution
 Approve the Ordinance

Executive Summary:
 Construction is progressing on the Main Street Rebuild and Streetscape project. Contract revisions are necessary due to unexpected issues and essential modifications to the plans. The primary items include removal/transport of unforeseen contaminated soils not identified during preliminary testing; changes from resurfacing to reconstruction of the pavement section between Wexler and Sullivan Streets; and additional quantity requirements for stone and other related roadway materials. A change order to complete these items has been submitted and additional details are included in the attached supplemental information. A request for an additional 158 days for completion of this project is also included in this change order. The revised completion date is April 8, 2025.

It is requested to approve the change order for \$2,028,751.22 to complete these items. Contingency of \$11,792.96 will be applied to the Stormwater and Sewer items, resulting in a request for \$2,016,958.26 to fund this change order for Roadway and Water items.

- Current change order: \$ 2,028,751.22
- C.O. portion that is MTPO funds: \$ 1,572,997.80
- C.O. portion that is Utility funds: \$ 67,185.88
- C.O. portion that is General funds: \$ 388,567.54

Funding sources are GP1516, ST2110, SW1901, and WA1901.
 Funds in WA2001, WA2204, and WA2301 are available and will be transferred to WA1901.

- Attachments:**
1. Resolution
 2. Ordinance
 3. Supplemental Information

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

Item IX4.

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 3 TO AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND SUMMERS-TAYLOR, INC. FOR THE MAIN STREET REDEVELOPMENT PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER

WHEREAS, on March 15, 2016, by Resolution No.: 2016-123, the board approved an agreement with the Tennessee Department of Transportation for the Main Street Redevelopment project; on March 16, 2021, by Resolution No.: 2021-174, the board approved an amendment to the Tennessee Department of Transportation agreement no.: 160028 for the Main Street Redevelopment project; and on June 21, 2022, by Resolution No.: 2022-268, the board awarded the bid for the Main Street Redevelopment project to Summers-Taylor, Inc. for improvements to roadway and streetscape at an estimated cost of \$17,610,480.00; and

WHEREAS, the project has been delayed due to unexpected issues with contaminated soil which will add an additional 158 days to the timeline and change order no. 3 has been issued by Summers-Taylor, Inc. for these essential modifications of the cost and time;

WHEREAS, the change order no. 3 in the amount of \$2,028,751.22 has been issued to meet these unexpected issues; and

WHEREAS, funding is available in GP1516, ST2110, SW1901, and WA1901 and funds in project nos.: WA2001, WA2204, and WA2301 are available and will be transferred to WA1901.

Now therefore,

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

SECTION I. That the third change order to the contract with Tennessee Department of Transportation and Summers-Taylor, Inc. is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a third change order to the contract with Tennessee Department of Transportation and Summers-Taylor, Inc. for the Main Street Redevelopment project, 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 this resolution.

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ORDINANCE NO.

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

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

SECTION I. That the General Projects-Special Revenue Fund be amended by reducing the Misc Projects project (NC2325) in the amount of \$388,568.

SECTION II. That the General Project Fund be amended by appropriating \$388,568 from the General Fund and \$1,800,598 in Federal Highway Administration funds from the State of Tennessee to the Main Street Improvements project (GP1516).

SECTION III. That the Water Project Fund be amended by transferring \$25,583 from the Master Plan Water Upgrades project (WA2001), \$2,664 from the Master Water Plan Upgrade project (WA2204), and \$27,146 from the Pump Station Improvements project (WA2301) for a total of \$55,393 to the Main Street Water Line Replacement project (WA1901). Close WA2001 and WA2204.

Account Number/Description:

General Fund: 110

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	755,000	(388,568)	366,432
110-4804-481.70-36 General Project Fund	0	388,568	388,568
Total:	755,000	0	755,000

General Projects-Special Revenue Fund: 111

Misc Projects (NC2325)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	500,000	(388,568)	111,432
Total:	500,000	(388,568)	111,432

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-04 Equipment	500,000	(388,568)	111,432
Total:	500,000	(388,568)	111,432

General Projects Fund: 311

Main Street Improvements (GP1516)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	35,917	0	35,917
311-0000-337.52-10 FHWA / TN FHWA 80%	14,388,640	1,800,598	16,189,238
311-0000-368.10-47 2014 A GO Bonds	93,361	0	93,361
311-0000-368.10-51 Series 2015 A (OCT) GO PI	398,526	0	398,526
311-0000-368.10-54 Series 2016 GO (Nov 4)	602,295	0	602,295
311-0000-368.10-55 Series 2017 A GO Bonds	1,432,666	0	1,432,666
311-0000-368.10-66 Series 2019 GO Improvement	192,321	0	192,321
311-0000-368.21-00 Premium from Bond Sale	111,732	0	111,732
311-0000-391.01-00 From General Fund	124,413	388,568	512,981

Total: 17,379,871 2,189,166 19,569,037

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Serv	793,527	0	793,527
311-0000-601.40-41 Bond Sale Expense	13,825	0	13,825
311-0000-601.90-01 Land	95,500	0	95,500
311-0000-601.90-03 Improvements	16,477,019	2,189,166	18,666,185

Total: 17,379,871 2,189,166 19,569,037

Water Project Fund: 451

Master Plan Water Upgrade (WA2001)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
451-0000-391.05-56 Series 2019 GO Improvement	176,101	(25,583)	150,518

Total: 176,101 (25,583) 150,518

Expenditures:

451-0000-605.20-23 Arch/Eng/Landscaping Serv	35,100	(25,583)	9,517
451-0000-605.90-03 Improvements	141,001	0	141,001

Total: 176,101 (25,583) 150,518

Master Water Plan Upg (WA2204)

Master Water Plan Upg (WA2204)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
451-0000-391.05-69 GO Bonds Series 2021	293,971	0	293,971
451-0000-391.45-00 From Water Fund	60,000	(2,664)	57,336

Total: 353,971 (2,664) 351,307

Expenditures:

451-0000-605.20-23 Arch/Eng/Landscaping Serv	0	43,108	43,108
451-0000-605.90-04 Equipment	353,971	(45,772)	308,199

Total: 353,971 (2,664) 351,307

Pump Station Imp (WA2301)

Revenues:

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 170,205	\$ (27,146)	\$ 143,059
Total:	170,205	(27,146)	143,059

Expenditures:

451-0000-605.90-19 Pump Stations

	\$ 170,205	\$ (27,146)	\$ 143,059
Total:	170,205	(27,146)	143,059

Main St Waterline Replacement (WA1901)

Revenues:

451-0000-391.05-47 Series 2017 B GO Bonds 17,829
451-0000-391.05-48 GO Bonds Series 2018 B 1,149,252
451-0000-391.05-56 Series 2019 GO Improve 103,899
451-0000-391.05-69 GO Bonds Series 2021 5,044
451-0000-391.45-00 From Water Fund 428,976

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 17,829	\$ 0	\$ 17,829
	1,149,252	0	1,149,252
	103,899	25,583	129,482
	5,044	0	5,044
	428,976	29,810	458,786
Total:	1,705,000	55,393	1,760,393

Expenditures:

451-0000-605.90-01 Land 2,000
451-0000-605.90-03 Improvements 1,703,000

	\$ 2,000	\$ 0	\$ 2,000
	1,703,000	55,393	1,758,393
Total:	1,765,000	55,393	1,760,393

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 03**

Project Title/Termini:	<u>Main Street Rebuild and Streetscape</u>		
Owner:	<u>City of Kingsport</u>	PIN:	<u>123325.00</u>
Address:	<u>415 Broad Street</u>	State Project No.:	<u>82LPLM-F3-071</u>
	<u>Kingsport, TN 37660</u>	Federal Project No.:	<u>STP-M-9108(48)</u>
		Contract No.:	<u>160028</u>
County:	<u>Sullivan</u>		

Whereas, we Summers-Taylor, Inc with Zurich American Insurance Company, as a Surety, entered into a contract with the City of Kingsport, on July 13, 2022, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

1. Substitute use of poly service lines for water services in lieu of copper.
2. Add gate valves at the City's request.
3. Delete the 4" Jack/Bore item due to re-routing power for lighting
4. Change the pavement section from Wexler Street to Sullivan Street from a resurfacing pavement section to a reconstruction pavement section.
5. Revise pavement section modification for entire length of Main Street to include 10" stone, 4" A-S, 2" B-M2, and 1-1/4" E placed on top of geotextile fabric and geogrid.
6. Extend the contract completion date to additional time associated with any delays and additional scope added to the project.

As a result of this Change Order, contract time shall:

Not Change, Increase by 158 days, Decrease by _____ days

Original Construction Completion Time: _____ days (Date: November 1, 2024)

Original Contract Amount: \$17,610,480.00

Approved Change Orders: \$444,016.00

Current Change Order: \$2,028,751.22

Pending Change Orders: \$0.00

Total Change Orders: \$2,472,767.22

Contract Completion Time with Change Orders: _____ days (Date: April 8, 2025)

Supplemental Agreement and/or Request for Construction Change
Change Order Request # 03

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
FOR	COMPLETE	LIST	OF ITEMS			\$	\$
SEE	ATTACHMENT	"A"				\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
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						\$	\$
						\$	\$
						\$	\$

Now, Therefore, We, Summers-Taylor, Inc., Contractors, and Zurich American Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: _____ Date _____
 Engineer/CEI (Signature)

By: _____ Date _____
 Contractor (Signature)

By: _____ Date _____
 Surety (Signature)

By: _____ Date _____
 Owner (Signature)

Approved for Eligibility

By: _____ Date _____
 Local Programs (Signature)

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over - QTY Under	Contract Price	Amount Due Change
	New Items						
203-05	Undercut	CY	0	300	300	\$225.00	\$67,500.00
411-01.11	ACS Mix (PG64-22) Grading E Rdwy	TON	0	1,660	1,660	\$131.31	\$217,974.60
611-02.11	Conflict Box - Concrete	CY	0	2	2	\$3,532.19	\$8,477.26
611-07.02	Conflict Box - Steel Bar Reinforcement	LBS	0	515	515	\$8.10	\$4,171.50
793-99.01	Flowable Fill (Per Conduit)	LF	0	43,724	43,724	\$18.22	\$796,651.28
795-08.03	4" Gate Valve Assembly	EACH	0	5	5	\$1,860.49	\$9,302.45
795-08.04	6" Gate Valve Assembly	EACH	0	5	5	\$2,128.21	\$10,641.05
795-09.37	3/4" Poly Service Pipe	LF	0	900	900	\$68.44	\$61,596.00
795-09.38	1" Poly Service Pipe	LF	0	210	210	\$73.42	\$15,418.20
795-09.39	2" Poly Service Pipe	LF	0	250	250	\$73.50	\$18,375.00
999-01.01	Core Drill for Storm Drain (>18" diam)	EACH	0	2	2	\$5,380.42	\$10,760.84
999-01.03	Core Drill for Sewer Manhole	EACH	0	2	2	\$3,555.52	\$7,111.04
999-01.05	Rail Monitor During Boring Operations (2 Tracks per Each)	EACH	0	3	3	\$9,660.00	\$28,980.00
798-99.01	Installation ONLY for 3660 Segra Pull Boxes	EACH	0	9	9	\$2,616.34	\$23,547.06
798-99.03	Brightspeed 3660 Pull Boxes	EACH	0	12	12	\$6,109.62	\$73,315.44
999-01.06	Crushed Concrete Backfill for Utility Trenches	TON	0	7,994	7,994	\$45.58	\$364,366.52
795.99.05	KATS Building Meter Vault Enclosure	EACH	0	1	1	\$17,023.31	\$17,023.31
795-99.07	Double Valve Box	EACH	0	1	1	\$5,321.91	\$5,321.91
						SUBTOTAL	\$1,740,533.46

Item IX4.

TDOT PIN No. 123325.00
Change Order Request #03

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over - QTY Under	Contract Price	Amount Due Change
	Changed Quantity						
202-03.02	Removal of Rigid Pavement	CY	2,107	3,152	1,045	\$130.00	\$135,850.00
203-01	Road & Drainage Excavation (Unclass)	CY	1,710	4,958	3,248	\$225.00	\$730,800.00
303-01	Min. Agg., Type A Base, Gr. D	TON	9250	13,738	4,488	\$59.00	\$264,792.00
307-01.01	Asp Conc Mix (PG64-22)(BPMB-HM) Grad A	TON	1,922	0	-1,922	\$191.00	-\$367,102.00
307-01.20	Asp Conc Mix (PG 64-22)(BPMB-HM) Grad A-S	TON	1,458	3,203	1,745	\$176.00	\$307,120.00
307-01.08	Asp Conc Mix (PG64-22)(BPMB-HM) Grad B-M2	TON	1,259	2,011	752	\$187.00	\$140,624.00
411-01.10	ACS Mix (PG64-22) Grading D	TON	1,660	0	-1,660	\$186.00	-\$308,760.00
501-01.03	Portland Cement Conc Pvmt (10")	SY	500	-953	-1,453	\$149.63	-\$217,412.39
603-05.19	Haul Off Contaminated Soils	TON	4,500	7,000	2,500	\$41.00	\$102,500.00
702-03	Combined C&G	CY	583	554	-29	\$519.00	-\$15,051.00
710-02	Aggregate Underdrain (with pipe)	LF	4,880	8,660	3,780	\$36.00	\$136,080.00
740-10.04	Geotextile (Type IV)(Stabilization)	SY	5,750	20,581	14,831	\$4.95	\$73,413.45
740-07.04	Geogrid Reinforcement Type 2	SY	5,750	20,581	14,831	\$5.70	\$84,536.70
791-05.01	Bore/Jack 4" - Steel Casing Pipe - Unconsolidated	LF	120	0	-120	\$975.00	-\$117,000.00
793-14.02	Concrete Encasement Per Duct	LF	17,765	1,376	-16,389	\$32.00	-\$524,448.00
793-11.20	Handhole 3048	EACH	61	49	-12	\$4,620.00	-\$55,440.00
795-01.05	8" DIP Restrained Joint Water Line	LF	1260	2500	1240	\$150.00	\$186,000.00
795-01.06	8" DIP Slip Joint Water Line	LF	3912	2672	-1240	\$127.00	-\$157,480.00
795-09.12	2" Copper Service Pipe	LF	250	0	-250	\$105.00	-\$26,250.00
795-09.29	1" Copper Service Pipe	LF	210	0	-210	\$85.50	-\$17,955.00
795-09.75	5/8" Copper Service Pipe	LF	900	0	-900	\$74.00	-\$66,600.00
						SUBTOTAL	\$288,217.76
						CHANGE ORDER REQUEST #03	\$2,028,751.22

Item IX4.



AGENDA ACTION FORM

Consideration of an Ordinance Amending Section 6-1 to Add the Definition of Barrel and to Repeal Section 6-169 in Its Entirety

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

Action Form No.: AF-216-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: September 19, 2023
Staff Work By: Rowlett
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

In 2018, the State of Tennessee changed its definition of Beer, and the city made a change to the *Kingsport Code of Ordinances* Section 6-1 to conform with state law. Section 6-169 also included a definition of Beer which was not changed to reflect the change in state law.

This Ordinance will amend Section 6-1 of the code to add the definition for Barrel, which is also in Section 6-169, and thereafter repeal Section 6-169 in its entirety.

Attachments:

- 1. Ordinance

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, BY; AMENDING SECTION 6-1 RELATING TO INCLUDING THE DEFINITION OF BARRELL; TO REPEAL SECTION 6-169 IN ITS ENTIRETY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 6-1 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to add a definition of Barrel, to read as follows:

Sec. 6-1. Definitions.

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

Barrel means 31 gallons.

SECTION II. That Section 6-169 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby repealed in its entirety.

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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.20, Located Along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District

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

Action Form No.: AF-265-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: **September 19, 2023**
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

Approve ordinance amending the zoning ordinance to rezone Tax Map 120, Parcel 3.20, located along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District.

Executive Summary:

This is an owner-requested rezoning of approximately 15.67 acres located along Eastern Star Road and Fordtown Road from the B-3 zone to the R-3 zone. The purpose of the rezoning is to facilitate future multifamily residential development at the rezoning site. Neutral public comment was received on this item by city staff in the field and during the Planning Commission meeting. During their July 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 6-0. The notice of public hearing was published on July 31, 2023.

Attachments:

- 1. Zoning Ordinance

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

Item X2.

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EASTERN STAR ROAD AND FORDTOWN ROAD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Beginning at a new iron pin on the easterly right of way line of Eastern Star Road, corner to property of Breckenridge Village, LLC (Tax Map 120, Parcel 27.30);thence with the easterly right of way line of Eastern Star Road four calls: N 26°47' E, 133.52' to an new iron pin; N 18°25' E, 53.61' to a highway monument; N 18°25' E, 204.27' to an new iron pin and with a curve to the left with an arc length of 192.92' and a radius of 476.63 to a point on the southerly right of way line of Fordtown Road; thence with the southerly right of way line of Fordtown Road N 61°34' E, 634.42' to an old iron pin, corner to property of Taylor Properties #2, L.P. (Tax Map 120, Parcel 3.30);thence with Taylor Properties #2, L.P. (Tax Map 120, Parcel 3.30) S 28°33' E, 669.69' to an old iron pin, corner to property of Breckenridge Village, LLC (Tax Map 120, Parcel 27.30); thence with Breckenridge Village, LLC (Tax Map 120, Parcel 27.30) five calls: S 42°04' W, 818.39' to an new iron pin; N 52°03' W, 159.74' to an new iron pin; N 29°27' W, 161.89' to an new iron pin; N 42°05' W, 103.84' to an new iron pin; and N 83°56' W, 220.11' to the point of beginning, containing 15.67 acres.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.70, Located Along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District

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

Action Form No.: AF-266-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: **September 19, 2023**
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

Approve ordinance amending the zoning ordinance to rezone Tax Map 120, Parcel 3.70, located along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District.

Executive Summary:

This is an owner-requested rezoning of approximately 6.3 acres located along Fordtown Road from the B-3 zone and M-1R zone to the R-3 zone. The purpose of the rezoning is to facilitate future multifamily residential development at the rezoning site. Neutral public comment was received on this item by city staff in the field and during the Planning Commission meeting. During their July 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 6-0. The notice of public hearing was published on July 31, 2023.

Attachments:

- 1. Zoning Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORDTOWN ROAD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT AND THE M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1 (B-3 Portion):

Beginning at an old iron pin on the northerly right of way line of Fordtown Road, corner to property of Free Service Enterprises General Partner (Tax Map 120, Parcel 3.75); thence with Free Service Enterprises General Partner (Tax Map 120, Parcel 3.75) N 28°18' W, 591.83' to an old iron pin, corner to property of Miller Parke, LLC (Tax Map 120, Parcel 3.00); thence with Miller Parke, LLC (Tax Map 120, Parcel 3.00) N 64°41' E, 249.34' to a point on divisional line between City of Kingsport Zones B-3 and M-1R; thence with the divisional line between City of Kingsport Zones B-3 and M-1R S 22°00' E, 582.37' to a point on the northerly right of way line of Fordtown Road; thence with the northerly right of way line of Fordtown Road S 61°42' W, 185.10' to the point of beginning, containing 2.92 acres.

Tract 2 (M-1R Portion):

Beginning at an old iron pin on the northerly right of way line of Fordtown Road, corner to property of Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65); thence with the northerly right of way line of Fordtown Road S 61°42' W, 285.37' to the divisional line between City of Kingsport Zones B-3 and M-1R; thence with the divisional line between City of Kingsport Zones B-3 and M-1R N 22°00' W, 582.37' to a point corner to property of Miller Parke, LLC (Tax Map 120, Parcel 3.00); thence with Miller Parke, LLC (Tax Map 120, Parcel 3.00) N 64°41' E, 227.34' to an old iron pin, corner to property of Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65);

thence with Dean Dairy Fluid, LLC (Tax Map 120, Parcel 3.65) S
27°44' E, 567.06' to the point of beginning, containing 3.37 acres.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 106, Parcel 001.00 and Tax Map 092O, Group E, Parcel 043.00 Located Along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District

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

Action Form No.: AF-267-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: **September 19, 2023**
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Recommendation:

Approve ordinance amending the zoning ordinance to rezone and Tax Map 106, parcel 001.00 and Tax Map 092O, Group E, parcel .043.00 located along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District.

Executive Summary:

This is an owner-requested rezoning of approximately 4.46 acres located along Lebanon Road from the R-1B zone to the PD zone. The purpose of the rezoning is to facilitate future single-family development (14 single family homes). One neutral comment was received by a neighbor to the rezoning site during the Planning Commission meeting. During their July 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 6-0. The notice of public hearing was published on July 31, 2023.

Attachments:

- 1. Zoning Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG LEBANON ROAD FROM THE R-1B, RESIDENTIAL DISTRICT TO THE PD, PLANNED DEVELOPMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1:

BEGINNING AT A POINT IN THE NORTHWESTERLY SIDELINE OF LEBANON ROAD, SAID POINT BEING COMMON CORNER WITH LEONARD HOOD; THENCE WITH THE NORTHWESTERLY SIDELINE OF LEBANON ROAD THE FOLLOWING THREE CALLS: (1) S 32°33'27" W 52.05' TO A IRON ROD, (2) N 56°52'33" W 50.02' TO A R.O.W. MONUMENT, AND (3) S 10°41'13" W 146.11 TO A IRON ROD, BEING COMMON CORNER WITH DROKE; THENCE WITH DROKE S 66°31'27" W 136.16' TO A IRON ROD, BEING COMMON CORNER WITH DISHMAN; THENCE WITH DISHMAN THE FOLLOWING TWO CALLS: (1) N 29°08'33" W 80.00' TO A IRON ROD AND (2) N 31°06'16" W 123.40' TO AN IRON ROD, BEING COMMON CORNER WITH DROKE; THENCE WITH DROKE N 37°52'56" W 348.27' TO A IRON ROD, BEING COMMON CORNER WITH THE DIOCESE OF EAST TENNESSEE; THENCE WITH THE DIOCESE OF EAST TENNESSEE THE FOLLOWING TWO CALLS: (1) N 51°42'16" E 417.90' TO A IRON ROD, AND (2) S 42°07'27" E 32.81' TO A IRON ROD; THENCE S 21°50'32" E 370.75' TO A IRON PIPE, COMMON CORNER WITH LEONARD HOOD; THENCE WITH HOOD S 21°45'39" E 136.28' TO THE POINT OF BEGINNING, CONTAINING 4.46 ACRES, MORE OR LESS, AS SHOWN ON PLAT DATED AUGUST 23, 2022 BY HENSON LAND SURVEYS.

Tract 2:

BEGINNING AT A IRON PIPE IN THE WESTERLY SIDELINE OF LEBANON DRIVE, CORNER TO LOUDY; THENCE WITH THE LINE OF LOUDY S 64°18'51" W 172.98' TO A IRON ROD, CORNER TO APOLLO INVESTMENT PROPERTIES; THENCE WITH THE

LINE OF APOLLO INVESTMENT PROPERTIES N 21°50'32" W 82.44' TO A IRON ROD, CORNER TO HT PROPERTIES; THENCE WITH THE LINE OF HT PROPERTIES N 64°16'58" E 170.39' TO A IRON ROD IN THE WESTERLY SIDELINE OF LEBANON DRIVE; THENCE WITH THE WESTERLY SIDELINE OF LEBANON DRIVE, S 23°38'32" E 82.40' TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES, MORE OR LESS, AS SHOWN ON PLAT DATED JULY 6, 2023, BY HENSON LAND SURVEYS.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund Budget

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

Action Form No.: AF-273-2023
Work Session: August 14, 2023
First Reading: August 15, 2023
Final Adoption: September 19, 2023
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2024 budget amendment number two at their meeting on August 8, 2023. This amendment increases the General Purpose School Fund budget by \$63,585. The estimated revenue for Other Local Revenues is being increased by \$63,585 for a \$60,000 donation received from Andy and Amanda Eidson to replace the D-B marquee and a \$3,585 donation from the Adams PTO to purchase rubber mulch for the Adams playground.

Attachments:
1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING
JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other Local Revenue by \$63,585. The expenditure budget will be amended by increasing the appropriations for Dobyys-Bennett Non-Instructional Equipment by \$60,000 and by increasing the budget for John Adams Non-Instructional Equipment by \$3,585.

Fund 141: General Purpose School Fund

<u>Revenues:</u>		\$	\$	\$
141-0000-369-4990	Other Local Revenue	914,300	63,585	977,885
<i>Totals</i>		<u>914,300</u>	<u>63,585</u>	<u>977,858</u>
 <u>Expenditures:</u>		 \$	 \$	 \$
141-7600-871-0790	D-B Non-Inst Equipment	54,227	60,000	114,227
141-7612-871-0790	Adams Non-Inst Equipment	17,938	3,585	21,523
<i>Totals</i>		<u>72,165</u>	<u>63,585</u>	<u>135,750</u>

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn

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

Action Form No.: AF-274-2023
Work Session: August 14, 2023
First Reading: August 15, 2023

Final Adoption: September 19, 2023
Staff Work By: P. Gilmer/R. Trent
Presentation By: R. McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:

The Public Works Department has requested easements and right-of-ways for the Phase 2 Sanitary Sewer Lining Project 2022. The attached ordinance authorizes and directs the city attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on the Phase 2 Sanitary Sewer Lining Project 2022.

Attachments:
1. Ordinance to Condemn

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

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works project:

Phase 2 Sanitary Sewer Lining Project 2022

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of a Resolution to Approve an Agreement with Source Technologies, LLC for Odor and Corrosion Control at Sewer Lift Stations

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

Action Form No.: AF-275-2023
Work Session: September 18, 2023
First Reading: September 19, 2023
Final Adoption: September 19, 2023
Staff Work By: Tom Hensley
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Hydrogen Sulfide (H₂S) is the primary cause of sewer odors and pipe corrosion. Hydrogen sulfide is formed from naturally occurring sulfates in sewers. In oxygen-poor environments, such as long force mains, bacteria turn all the accumulated sulfates to sulfide, and ultimately to corrosive sulfuric acid. If not controlled, H₂S can cause objectionable sewer odors and corrode pipes leading to premature replacement or catastrophic failures.

The BMA approved a sole source agreement with Source Technologies on December 20, 2016 for odor and corrosion control at the sewer lift stations. There is no cost increase from the previous year. The estimated annual cost for odor/corrosion control and monitoring is \$71,000, which exceeds the City's procurement requirement for bidding services greater than \$50,000. It is the staff's recommendation to accept proposal and renew services with Source Technologies. Funding is identified in the sewer operating budget.

Attachments:

- 1. Resolution
- 2. Source Technology Proposal

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SOURCE TECHNOLOGIES, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, hydrogen sulfide (H₂S) is the primary cause of sewer odors and pipe corrosion; and

WHEREAS, hydrogen sulfide is formed from naturally occurring sulfates in sewer; and

WHEREAS, if not controlled, H₂S can cause objectionable sewer odors and corrode pipes leading to premature replacement or catastrophic failures; and

WHEREAS, on August 19, 2015, by Resolution No.: 2016-037, the board approved as a sole source purchase, an agreement with Source Technologies, LLC to install and maintain an order and corrosion treatment process at sewer lift stations; and

WHEREAS, the current agreement is set to expire in February, 2024 and it is recommended to enter into a new agreement to continue the service for a two year term which will automatically renew for an additional two years; and

WHEREAS, the cost for the treatment and the monitoring will not exceed \$71,000.00 per year; and

WHEREAS, funding is identified in the sewer operating budget.

Now therefore,

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

SECTION I. That the agreement with Source Technologies, LLC to continue the treatment and monitoring of sewer lift stations is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Source Technologies, LLC, 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 generally as follows:

Contract for the Elimination of Odor and Corrosion for the City of Kingsport at the Old Mill Pump Station.

**Submitted by Drew Kirby Source Technologies, LLC
August 2, 2023**

Old Mill Pump Station

Site Background

The City of Kingsport's Old Mill Pump Station and Force main consists of 22,938 linear feet of 14 inch pipe. There is an estimated daily flow of 230,000 GPD and a detention time of approximately 19.1 hours.

Product Background

Source Technologies, LLC (Source) proposes the ETX Process for the primary treatment of hydrogen sulfides in the Old Mill force main. The ETX Process, developed by Source Technologies is an efficient, cost-effective, advanced oxidation process for treatment of sulfonated organics in wastewater and bio-solids where detention times range from 4-36 hours.

The ETX Process can be employed in a variety of ways and is easily adaptable to existing treatment systems. Application of the ETX Process is very straightforward, requiring metering of the ETX catalyst with an Oxidant, in this case Hydrogen Peroxide (H2O2) into the targeted wastewater with adequate mixing. The reaction occurs quickly thereafter.

Experience has demonstrated that the ETX Process is particularly efficient for treatment of sulfides in this detention time range for municipal and industrial applications. The cost of sulfide treatment using the ETX Process for this detention time range is the **lowest in the industry** as compared to all currently available technology.

Chemical Cost

Daily Cost

Old Mill Pump Station #203

\$169.99/day

Feed rate ETX 17.8 GPD est. (\$6.30 per gal.)

Feed rate H2O2 8.90 GPD est. (\$6.50 per gal.)

The feed rates will fluctuate up and down throughout the year based on sulfide levels but should average out at approximately what is stated above. Source will inform the City of Kingsport if they see that feed rates need to be increased more than projected and will get approval first before increasing them. Maximum yearly expense not to exceed \$65,000 for Old Mill.

Service Agreement

Source will provide all service and maintenance on all the equipment they provide. This will include all chemical fills which are estimated to occur every 3-4 months. A pre-approved monthly report on performance will also be submitted.

Contract Agreement

Source proposes a two year contract that renews automatically for two additional years as long as performance remains at the agreed upon specification. The City of Kingsport has the right to terminate this agreement with just cause of lack of performance by Source Technologies.

ETX and H2O2 are blended using some commodity ingredients. As such, the price for each chemical can fluctuate somewhat depending on fluctuations in commodity prices and the cost of fuel. Source reserves the right to pass major cost increases to its customers. While we do not anticipate major fluctuations from the prices from the original quote, Source will notify the City of Kingsport in writing if a change in price is forthcoming. With any price increase the City of Kingsport maintains the right to end their contract with Source Technologies.

Monthly Monitoring

As a part of Kingsport's odor control and H2S program, the city has requested monthly odor control monitoring. This monitoring will include hanging an oda log at two locations for 5-7 days per month and taking a water sample to test for sulfides in solution at both locations once per month. The oda log graphs, water sample results and any odor complaints will be included in the monthly report that is currently being summited. Sites will be selected based on odor complaints, sewer detention time, and manhole inspections.

Monthly Cost

Two sites designated by the city staff \$250 / site/ month

Total \$500 / month

*If the City of Kingsport decides to start treating monitored sites, the monitoring will be included at no additional charge.

Please feel free to contact me should you have any questions. We look forward to working with you on this project.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**Contract for the Elimination of Odor and
Corrosion for the City of Kingsport at the Old
Mill Pump Station.**

**Submitted by Drew Kirby
Source Technologies, LLC**

August 4, 2023

Technology for a cleaner environment

Old Mill Pump Station

Site Background

The City of Kingsport's Old Mill Pump Station and Force main consists of 22,938 linear feet of 14 inch pipe. There is an estimated daily flow of 230,000 GPD and a detention time of approximately 19.1 hours.

Product Background

Source Technologies, LLC (Source) proposes the ETX Process for the primary treatment of hydrogen sulfides in the Old Mill force main. The ETX Process, developed by Source Technologies is an efficient, cost-effective, advanced oxidation process for treatment of sulfonated organics in wastewater and bio-solids where detention times range from 4-36 hours.

The ETX Process can be employed in a variety of ways and is easily adaptable to existing treatment systems. Application of the ETX Process is very straightforward, requiring metering of the ETX catalyst with an Oxidant, in this case Hydrogen Peroxide (H_2O_2) into the targeted wastewater with adequate mixing. The reaction occurs quickly thereafter.

Experience has demonstrated that the ETX Process is particularly efficient for treatment of sulfides in this detention time range for municipal and industrial applications. The cost of sulfide treatment using the ETX Process for this detention time range is the **lowest in the industry** as compared to all currently available technology.

Chemical Cost

Daily Cost

Old Mill Pump Station #203

\$169.99/day

Feed rate ETX 17.8 GPD est. (\$6.30 per gal.)

Feed rate H₂O₂ 8.90 GPD est. (\$6.50 per gal.)

The feed rates will fluctuate up and down throughout the year based on sulfide levels but should average out at approximately what is stated above. Source will inform the City of Kingsport if they see that feed rates need to be increased more than projected and will get approval first before increasing them. Maximum yearly expense not to exceed \$65,000 for Old Mill.

Service Agreement

Source will provide all service and maintenance on all the equipment they provide. This will include all chemical fills which are estimated to occur every 3-4 months. A pre-approved monthly report on performance will also be submitted.

Contract Agreement

Source proposes a three-year contract as long as performance remains at the agreed upon specification. The City of Kingsport has the right to terminate this agreement with just cause of lack of performance by Source Technologies.

ETX and H₂O₂ are blended using some commodity ingredients. As such, the price for each chemical can fluctuate somewhat depending on fluctuations in commodity prices and the cost of fuel. Source reserves the right to pass major cost increases to its customers. While we do not anticipate major fluctuations from the prices from the original quote, Source will notify the City of Kingsport in writing if a change in price is forthcoming. With any price increase the City of Kingsport maintains the right to end their contract with Source Technologies.

Monthly Monitoring

As a part of Kingsport's odor control and H2S program, the city has requested monthly odor control monitoring. This monitoring will include hanging an oda log at two locations for 5-7 days per month and taking a water sample to test for sulfides in solution at both locations once per month. The oda log graphs, water sample results and any odor complaints will be included in the monthly report that is currently being summited. Sites will be selected based on odor complaints, sewer detention time, and manhole inspections.

Monthly Cost

Two sites designated by the city staff \$250 / site/ month

Total \$500 / month

*If the City of Kingsport decides to start treating monitored sites, the monitoring will be included at no additional charge.

Please feel free to contact me should you have any questions. We look forward to working with you on this project.

Respectfully,

Drew Kirby
Project Manager

Note: This proposal is valid for 60 days.

Approval to Proceed by the City of Kingsport of Kingsport, TN

Print

Signature of Authorized Agent



AGENDA ACTION FORM

Consideration of a Resolution Naming the New Bike Facility – Brickyard Park Pump Track

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

Action Form No.:	AF- 276-2023	Final Adoption:	September 19, 2023
Work Session:	September 18, 2023	Staff Work By:	Kitty Frazier
First Reading:	N/A	Presentation By:	Michael Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the bicycle pump track at Brickyard will be named the Brickyard Park Pump Track.

In 2022 the City of Kingsport proudly opened the new Scott Adams Memorial Skatepark. A bicycle pump track was included in the master plan for this site. The naming of the skatepark in the memory of Scott Adams provides clear identity for this special facility. The biking/skating community desires the pump track to also have its own identifiable brand.

Naming the bike facility Brickyard Park Pump Track will provide an easy way to locate the facility and provide an opportunity for a unique brand name at this new outdoor adventure site. The name, Brickyard Park Pump Track has been endorsed by the Kingsport Parks and Recreation Advisory Committee.

The pump track is under construction and should be completed by the end of September. City staff are requesting this action be considered outside of the naming schedule, as outlined so the facility can be named prior to opening.

Attachments:

1. Resolution
2. Park photo

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

Item XI2.

RESOLUTION NO. _____

A RESOLUTION APPROVING “BRICKYARD PARK PUMP TRACK” AS THE NAME FOR THE NEW BICYCLE FACILITY AT BRICKYARD PARK

WHEREAS, on December 6, 2022, by Resolution No.: 2023-122, the board approved the construction project of a new bicycle pump track adjacent to the Scott Adams Memorial Skate Park at Brickyard Park; and

WHEREAS, the Kingsport Parks and Recreation Advisory Committee has endorsed the name “Brickyard Park Pump Track”; and

WHEREAS, on April 18, 2023, by Resolution No.: 2023-219, the board approved a naming policy for public buildings, infrastructure, and facilities; and

WHEREAS, pursuant to the Policy for the Naming of Public Buildings, Infrastructure, and Facilities, the board may consider the geographic location, a historical site, or names of local significance in the naming of the building or facility; and

WHEREAS, the site upon which the pump track is situated was once used to dig clay for use in brick production; and

WHEREAS, upon consideration of these factors specified in Section (III)(a) of the naming policy, it is deemed advisable to name the pump track as “Brickyard Park Pump Track”.

Now therefore,

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

SECTION I. That based upon the findings set forth above, which are incorporated herein by reference, the board hereby approves “Brickyard Park Pump Track” as the name for the new bicycle facility at Brickyard Park.

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 19th day of September, 2023.

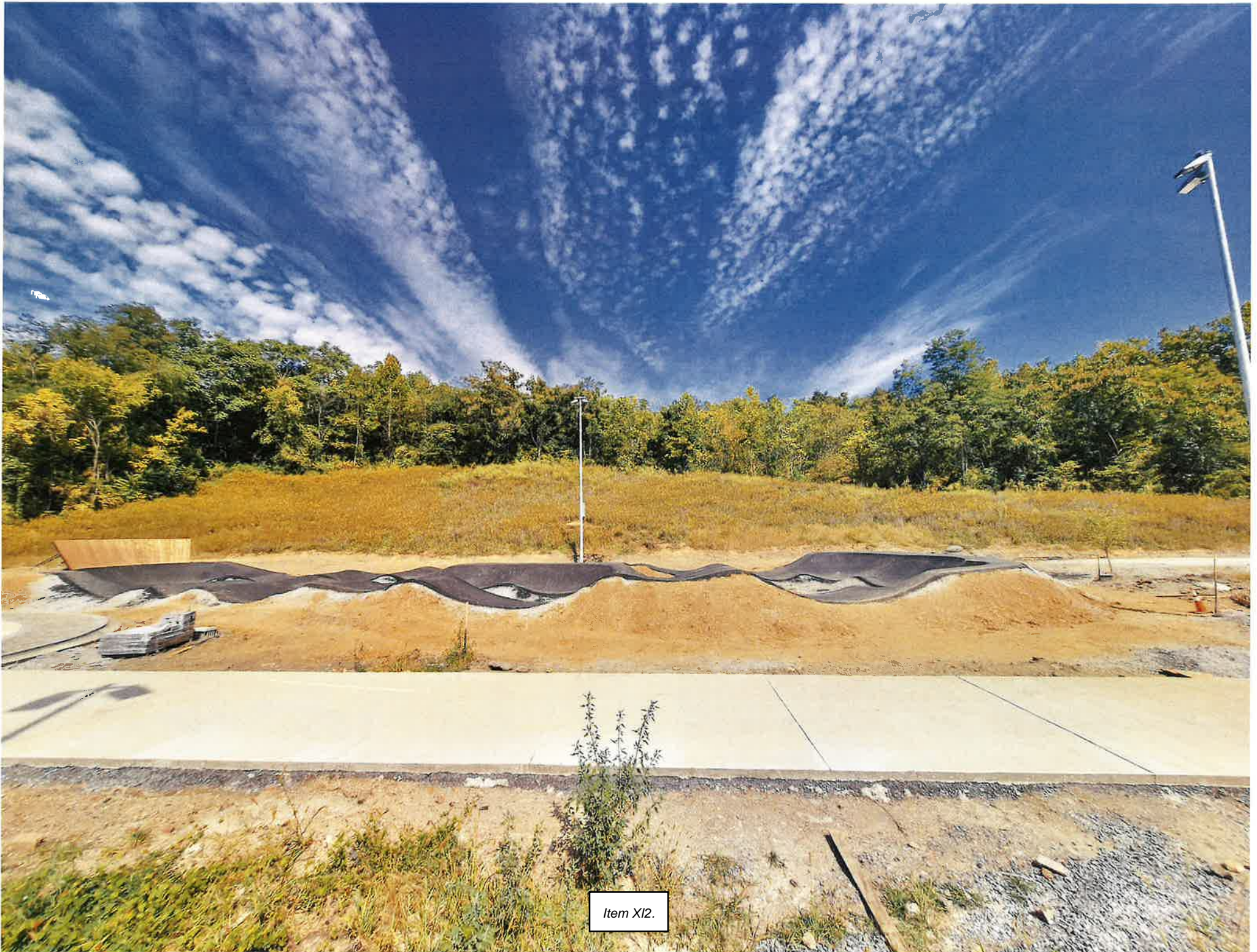
PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Item XI2.



Item X12.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Tennessee Department of Transportation on Behalf of the Kingsport MTPO

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

Action Form No.: AF-284-2023
Work Session: September 18, 2023
First Reading: N/A
Final Adoption: September 19, 2023
Staff Work By: Lesley Phillips/Susan Doran
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution

Executive Summary:
The Kingsport Metropolitan Transportation Planning Organization (MTPO) receives funds from the Federal Highway Administration (FHWA) and Tennessee Department of Transportation (TDOT) to carry out transportation planning activities within the MTPO area. In Tennessee, the MTPO’s jurisdiction includes the City of Kingsport, City of Church Hill, Town of Mount Carmel, and portions of Sullivan County, Hawkins County, Washington County, and Greene County. In Virginia, the MTPO’s jurisdiction includes the Town of Gate City, Town of Weber City, and a portion of Scott County but funding for activities in the Virginia portion of the MTPO area is provided separately through the Virginia Department of Transportation (VDOT) and the Virginia Department of Rail and Public Transportation (DRPT). Activities include developing and maintaining all federal and state required documents, assisting in the planning and development of grant applications and grant-based projects, and working with TDOT to plan and develop roadway projects through the Transportation Improvement Program. MTPO offices are housed and managed by the City of Kingsport and budgeting and contracts are also managed by city staff. The 2-year contract totals \$931,500, which consists of 80% Federal Funds (\$745,200), 5% State Funds (\$46,575), and a 15% Local Match (\$139,725 in city funds). Staff recommends the Board approve the contract.

Attachments:
Resolution
Contract

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

Item X13.

RESOLUTION NO. _____

A RESOLUTION APPROVING A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE KINGSPORT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, the Kingsport Metropolitan Transportation Planning Organization (MTPO) is responsible for transportation planning activities in the Kingsport urban area; and

WHEREAS, its annual operating expenses are funded primarily by the Federal Highway Administration (FHWA), with additional dollars from the Federal Transit Administration (FTA), with matching funds also provided by the Tennessee Department of Transportation and the city; and

WHEREAS, the two year contract totals \$791,775.00 in both state and federal funds, which requires a local match of \$139,725.00; and

WHEREAS, the local match has been approved in the FY24 budget.

Now therefore,

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

SECTION I. That the Grant Contract with Tennessee Department of Transportation for both federal and state MTPO funds 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, a Grant Contract with Tennessee Department of Transportation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the contract or this resolution, said contract 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 Transportation planning & coordination activities, 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. Transportation Planning and Coordination. The Grantee agrees to undertake transportation planning and coordination activities in the Unified Planning Work Program (UPWP) as endorsed by the Metropolitan Planning Organization (MPO) and approved by the U. S. Department of Transportation, Federal Highway Administration (FHWA). The UPWP includes planning priorities and work proposed by major activity and task in sufficient detail to indicate by whom the work will be

performed, the schedule for completing the work, and the resulting products.

A.3. 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. below);

b. the Grantee's Unified Planning Work Program incorporated by reference to elaborate supplementary scope of services specifications.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2023, ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("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 Seven Hundred Ninety-One Thousand Seven Hundred Seventy-Five Dollars and Zero Cents (\$791,775.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two 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 than sixty (60) days after each fiscal quarter end unless a written extension has been approved by TDOT's Long Range Planning Division, with all necessary supporting documentation, and present such to: LRP.Invoices@tn.gov or TN Department of Transportation Suite 900, Long Range Planning Division, James K. Polk Building, 505 Deaderick Street, 9th Floor, Nashville TN 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: Department of Transportation, Long Range Planning Division.

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

(7) Grantee Name.

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

(9) Grantee Remittance Address.

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

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

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

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

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

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

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant

Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. 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.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

The State:

Stacy Morrison, Manager, Office of Community Transportation, Tennessee Department of Transportation, 505 Deaderick Street, 9th Floor, Nashville, TN 37243

stacy.morrison@tn.gov

Telephone # 615-532-3456

The Grantee:

Lesley Phillips, MTPO Coordinator, City of Kingsport, 415 Broad Street, Kingsport, TN 37660

LesleyPhillips@KingsportTN.gov

Telephone # 423-224-2670

Fax # 423-224-2756

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

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

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

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

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

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

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

stating:

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

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

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

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

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

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

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

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

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

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

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. 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 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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud 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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. 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-](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

[idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl](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. 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 9-8-407.

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 T.C.A. §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 and federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or

made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

E.3. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.5. Additional Federal Highway Administration Requirements. In addition to the requirements found in other sections of this Grant Contract, the Grantee shall become familiar with, and shall at all times comply with and observe, when appropriate, the provisions of 23 CFR Part 420.121.

E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if the printing costs are included in the budget line items and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

E.7. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

E.8. Printed Material Collected or Created. All plans, specifications, data, photographs, drawings, maps or other printed material collected or created under this Grant shall become the property of the State and shall be provided to the State upon request.

E.9. Notations and Statements. All reports, maps, and other documents prepared as a part of this Grant, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.

E.10. Reimbursement. The Grantee understands and agrees that reimbursement shall be limited to: salaries, fringe benefits, travel, equipment, supplies, printing, reproduction, consultant and other contractual services, audit fees, computer services, and overhead.

E.11. Progress Reports. The Grantee shall prepare a quarterly progress report and it shall be presented to the State within forty-five (45) days after the end of each quarter. The progress report shall describe specific Unified Planning Work Program task accomplishments and problems encountered during the quarter. Such information shall be provided for each local planning task identified in the Unified Planning Work Program. Failure to comply with the progress reporting schedule specified herein may result in termination of this Grant Contract and withholding of payment until the report(s) has been completed.

E.12. Amendments to the Unified Planning Work Program. Any modifications to the Unified Planning Work Program or the provisions of this Grant shall be approved in writing, by the State and shall be subject to prior approval by the FHWA.

E.13. Disadvantaged Business Enterprises. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant. Consequently, the DBE requirements of 49 CFR apply to this Grant. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.

[Acknowledgements and Attachments 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 contract set out herein that do not substantially alter the material provisions of the contract, 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 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 1, 2023	End Date September 30, 2025	Agency Tracking # 40100-51090	Edison ID 80261		
Grantee Legal Entity Name City of Kingsport			Edison Vendor ID 1562		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number: CFDA #20.205			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Transportation Planning & Coordination Activities as Assigned in the Unified Planning Work Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	40,500.00	648,000.00			688,500.00
2025	6,075.00	97,200.00			103,275.00
TOTAL:	46,575.00	745,200.00			791,775.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Each MPO received a base allocation each year. After the base amount is subtracted from the total received from the Federal Highway Administration (FHWA), the remaining funds are distributed to each MPO on a percentage basis, based on their share of the most current Census Urbanized Area Population data for all MPO areas in the State of Tennessee.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional)		Account Code (optional)			

**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 transportation planning and coordination activities, 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. Transportation Planning and Coordination. The Grantee agrees to undertake transportation planning and coordination activities in the Unified Planning Work Program (UPWP) as endorsed by the Metropolitan Planning Organization (MPO) and approved by the U.S. Department of Transportation, Federal Highway Administration (FHWA). The UPWP includes planning priorities and work proposed by major activity and task in sufficient detail to indicate by whom the work will be performed, the schedule for completing work, and the resulting products.
- A.3. 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.below);
 - b. the Grantee's Unified Planning Work Program incorporated by reference to elaborate supplementary scope of service specifications.
- A.4. Incorporation of a Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2023 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("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 Seven Hundred Ninety-One Thousand Seven Hundred Seventy-Five Dollars and Zero Cents (\$791,775.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two 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 than sixty (60) days after each fiscal quarter end unless a written extension has been approved by TDOT's Long Range Planning Division, with all necessary supporting documentation, and present such to:

LRP.Invoices@tn.gov or

TN Department of Transportation
Long Range Planning Division
James K. Polk Building
505 Deaderick Street, 9th Floor
Nashville, TN 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: Department of Transportation, Long Range Planning Division
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of

service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. 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.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Stacy Morrison, Manager, Office of Community Transportation
Tennessee Department of Transportation
505 Deaderick Street, 9th Floor
Nashville, TN 37243
stacy.morrison@tn.gov
Telephone #: 615-532-3456

The Grantee:

Lesley Phillips, MTPO Coordinator
City of Kingsport
415 Broad Street
Kingsport, TN 37660
LesleyPhillips@KingsportTN.gov
Telephone #: 423-224-2670
FAX #: 423-224-2756

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- 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—200.326 when

procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. 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.

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. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that

all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E. 5. Additional Federal Highway Administration Requirements. In addition to the requirements found in other sections of this Grant Contract, the Grantee shall become familiar with, and shall at all times comply with and observe, when appropriate, the provisions of 23 CFR Part 420.121.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.7. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- E.8. Printed Material Collected or Created. All plans, specifications, data, photographs, drawings, maps or other printed material collected or created under this Grant Contract shall become the property of the State and shall be provided to the State upon request.
- E. 9. Notations and Statements. All reports, maps, and other documents prepared as a part of this Grant Contract, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:
This report was prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.
- E. 10. Reimbursement. The Grantee understands and agrees that reimbursement shall be limited to salaries, fringe benefits, travel, equipment, supplies, printing, reproduction, consultant and other contractual services, audit fees, computer services, and overhead.
- E.11. Progress Reports. The Grantee shall prepare a quarterly progress report and it shall be presented to the State within forty-five (45) days after the end of each quarter. The progress report shall describe specific Unified Planning Work Program task accomplishments and problems encountered during the quarter. Such information shall be provided for each local planning task identified in the Unified Planning Work Program. Failure to comply with the progress reporting schedule specified herein may result in termination of this Grant Contract and withholding of payment until the report(s) has been completed.

- E.12. Amendments to the Unified Planning Work Program. Any modifications to the Unified Planning Work Program or the provisions of this Grant shall be approved in writing by the State and shall be subject to prior approval by the FHWA.
- E.13. Disadvantaged Business Enterprises. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs), as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant Contract. Consequently, the DBE requirements of 49 CFR 26 apply to this Grant Contract. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.

IN WITNESS WHEREOF,

CITY OF KINGSPORT

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION

HOWARD H. ELEY, COMMISSIONER

DATE

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Kingsport
Subrecipient's Unique Entity Identifier (SAM)	YE45C4JZC5U1
Federal Award Identification Number (FAIN)	
Federal award date	October 1, 2023
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.205 Highway Planning and Construction
Grant contract's begin date	October 1, 2023
Grant contract's end date	September 30, 2025
Amount of federal funds obligated by this grant contract	745,200.00
Total amount of federal funds obligated to the subrecipient	745,200.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	745,200.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	Federal Highway Administration
Name and contact information for the federal awarding official	Pam Kordenbrock Division Administrator Administration Tennessee 615-781-5770
Name of pass-through entity	State of Tennessee, Department of Transportation – Long Range Planning Division
Name and contact information for the pass-through entity awarding official	Stacy Morrison, Manager, Office of Community Transportation Tennessee Department of Transportation 505 Deaderick Street Nashville, TN 37243-0334 stacy.morrison@tn.gov 615-532-3456
Is the federal award for research and development?	n/a
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: October 1, 2023		END: September 30, 2025		
TOTAL UPWP AUTHORIZATION	FEDERAL SHARE (80%)	STATE SHARE (5%)	GRANTEE SHARE (15%)	TOTAL
931,500.00	745,200	46,575.00	139,725.00	931,500.00

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

City of Kingsport is subject to an audit for fiscal year 2024.

City of Kingsport is not subject to an audit for fiscal year 2024.

Grantee's Edison Vendor ID Number: 1562

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: _____

Is City of Kingsport a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Kingsport a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Memorandum of Understanding with Kingsport City Schools Designating the Civic Auditorium as a KCS Facility

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

Action Form No.: AF-298-2023
 Work Session: September 18, 2023
 First Reading: N/A
 Final Adoption: September 19, 2023
 Staff Work By: Committee
 Presentation By: M. Borders/J. Nash

Recommendation:
 Approve the Resolution.

Executive Summary:
 If approved the Civic Auditorium located at 1550 Fort Henry Drive will be designated as a Kingsport City School (KCS) facility beginning November 1, 2023.

On July 22, 2022, KCS received a report addressing the structural integrity of the Buck Van Huss Dome from Thompson and Litton Architects. KCS immediately restricted occupancy of the Dome. Since that time KCS physical education classes and after school activities have taken place at the Civic Auditorium.

Since this time KCS has been the primary user of the Civic Auditorium. A KCS facility study was presented jointly to the BMA and School Board in April of 2023. Dobyns-Bennett (DB) is projected to be at 95% capacity in school year 2027-2028. The industry standard for maximum efficiency for school programming is 85%. The Civic Auditorium is estimated to have a capacity of 250 students for classroom programming which would decrease projected utilization to 86%. KCS programmatic use of the Civic Auditorium will decrease future capital costs related to a potential DB expansion to address capacity issues.

Due to changes in state law in 2023 additional safety requirements have been mandated by the State of Tennessee. This change will allow KCS to secure DB’s campus and the facility itself.

The Memorandum of Understanding (MOU) includes establishing KCS’ responsibility for operation and capital expenses, continued use of the site by the Sullivan County Election Commission, continued public use of the Convenience Center, continued use of the main gymnasium by the public when not in use by KCS, no interior or exterior alterations without approval by the City Manager, continued use of the facility for Parks and Recreation programming and other stipulations.

The MOU will remain in effect until 90 days written notice by the city or mutual agreement by the City and KCS.

Attachments:
 1. Resolution

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

Item XI4.

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH KINGSPORT CITY SCHOOLS FOR THE USE OF THE CIVIC AUDITORIUM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, in July 2022, Kingsport City Schools was notified that Buck Van Huss Dome had severe structural integrity issues and had to immediately restrict occupancy; and

WHEREAS, since that time Dobyys Bennett has been the primary user of the Civic Auditorium; and

WHEREAS, the Memorandum of Understanding will establish Kingsport City Schools' responsibilities for operation and capital expenses and will outline uses of the facility by other interested parties

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Kingsport City Schools 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, a memorandum of understanding with Kingsport City Schools, 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 generally as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KINGSPORT
AND KINGSPORT CITY SCHOOLS**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made between Kingsport City Schools (hereinafter referred as "KCS") and the City of Kingsport (hereinafter referred as "City") and outlines the parties' consensus on use and modifications of the Civic Auditorium, parking lots, and convenience center located at 1550 Fort Henry Drive further described as Control Map: 061D Group: J Parcel: 004.00.

WHEREAS, KCS received a report addressing the structural integrity of the Buck Van Huss Dome (Dome) from Architects, Brian Alderson, AIA, and Ned Litton, AIA of Thompson and Litton, on July 22, 2022, and immediately restricted occupancy of the dome.

WHEREAS, the initial report produced by Thompson and Litton was provided under guidance of the structural engineer, Steve Wilson, PE of Spoden and Wilson and was affirmed by a third-party structural engineer, Jason South, PE of Dome Technologies, KCS has maintained the restriction of occupancy within the Dome until such time as the structural concerns are remedied.

WHEREAS, Dobyys-Bennett physical education classes, after school athletics, and Color Guard/Winter Guard were displaced due to the Buck Van Huss Dome being unoccupiable.

WHEREAS, City owns the Civic Auditorium located at 1550 Fort Henry Drive that is suitable for such uses.

WHEREAS, KCS has utilized the Civic Auditorium since August for such uses including being the primary rehearsal facility for the Dobyys-Bennett Winter Guard.

WHEREAS, additional security measures, procedures, and improvements were made to the property for KCS purposes.

WHEREAS, KCS has made a request to utilize the West Room for the Family Resources Program.

WHEREAS, Governor Lee signed into law HB0322 on May 10, 2023, that enacts specific requirements for school building entrances and other security measures.

Now therefore, the parties agree to the following stipulations to establish the primary use of the Civic Auditorium as a KCS facility:

1. KCS shall not make exterior or interior renovations, painting, improvements, or otherwise alterations that would change the exterior historic nature of the structure without approval in writing by the city manager.
2. KCS shall be permitted to make necessary alterations to the interior of the facility to make it operable for KCS to use with approval from the city manager.
3. KCS shall make their best effort to accommodate rental use, particularly of existing events, of the main gymnasium facility when not in use by KCS including weekends, breaks, and the summer.
4. KCS shall be responsible for booking, staffing, closing, and otherwise managing any rental of the facility as well as internal use of the space. KCS will retain any revenues received from rental of the facility overseen by KSC and shall bear responsibility for any expenses incurred as a result of rental of the facility overseen by KSC. KCS shall not retain any revenues or bear responsibility for any expenses from rentals overseen by Parks and Recreation.
5. KCS shall be responsible for all costs and expenses associated with the facility including but not limited to, maintenance, water, electric, custodial, stormwater, parking lots, marquee sign, etc.
6. KCS shall be responsible for future capital improvements related to the structure and surrounding site excluding City's convenience center site and the parking area associated with the convenience center.
7. KCS shall work with Sullivan County Election Commission as required by the election commission to host any needed elections at the facility.
8. KCS shall allow the continued use of the Civic Auditorium for the purpose of Parks and Recreation Offices and Administration until it is deemed unneeded by the city manager.
9. KCS shall work with Parks and Recreation for the use of the facilities or suitable alternatives facilities for Parks and Recreation programming that has historically been located at the Civic Auditorium.
10. KCS shall allow the continued unhindered public use of the Convenience Center located at the site.
11. This MOU will remain in effect until the sooner of (1) 90 days written notice by City of its intention to terminate this MOU or (2) mutual agreement by the parties to terminate this MOU.
12. Facility cannot be demolished without approval of city manager.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KINGSPORT
AND KINGSPORT CITY SCHOOLS**

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3. KCS shall make their best effort to accommodate rental use, particularly of existing events, of the main gymnasium facility when not in use by KCS including weekends, breaks, and the summer.
4. KCS shall be responsible for booking, staffing, closing, and otherwise managing any rental of the facility as well as internal use of the space. KCS will retain any revenues received from rental of the facility overseen by KSC and shall bear responsibility for any expenses incurred as a result of rental of the facility overseen by KSC. KCS shall not retain any revenues or bear responsibility for any expenses from rentals overseen by Parks and Recreation.
5. KCS shall be responsible for all costs and expenses associated with the facility including but not limited to, maintenance, water, electric, custodial, stormwater, parking lots, marquee sign, etc.
6. KCS shall be responsible for future capital improvements related to the structure and surrounding site excluding City's convenience center site and the parking area associated with the convenience center.
7. KCS shall work with Sullivan County Election Commission as required by the election commission to host any needed elections at the facility.
8. KCS shall allow the continued use of the Civic Auditorium for the purpose of Parks and Recreation Offices and Administration until it is deemed unneeded by the city manager.
9. KCS shall work with Parks and Recreation for the use of the facilities or suitable alternatives facilities for Parks and Recreation programming that has historically been located at the Civic Auditorium.
10. KCS shall allow the continued unhindered public use of the Convenience Center located at the site.
11. This MOU will remain in effect until the sooner of (1) 90 days written notice by City of its intention to terminate this MOU or (2) mutual agreement by the parties to terminate this MOU.
12. Facility cannot be demolished without approval of city manager.

IN WITNESS WHEREOF, the Parties hereto executed this Memorandum of Understanding on the _____ day of September, 2023.

[SIGNATURES ON NEXT PAGE]

Kingsport City Schools

City of Kingsport, Tennessee

Dr. Chris Hampton, Superintendent

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Lease Agreement with Sons and Daughters of Douglass for a Museum

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

Action Form No.: AF-299-2023
Work Session: September 18, 2023
First Reading: N/A
Final Adoption: September 19, 2023
Staff Work By: Kitty F./Michael B.
Presentation By: Michael T. Borders

Recommendation:

Approve the resolution

Executive Summary:

If approved the City will enter into a lease agreement with Sons and Daughters of Douglass for space located at V.O. Dobbins Sr. Complex at 300 Louis Street for approximately 400 square feet of the southwest corner of the Douglass Room.

Sons and Daughter of Douglass desire to open a Fredrick A. Douglass Cultural Arts Museum for the mission of providing a venue to house materials, books, recordings, photographs, artifacts, and other related items telling a seamless story about the lives of African American living in the Riverview/Highway (Kingsport) neighborhood for over a century. The proposed location provides controlled exterior and interior access control to the proposed museum and ties into the history of the Douglass room.

In the FY24 budget the Tennessee General Assembly included an allocation of \$5 million for capital improvement and maintenance for Tennessee museums through the Tennessee State Museum. Applicants may request up to \$100,000 for this purpose. Submission deadline is October 2nd with funding decisions being accounted on November 13th. Projects must be completed by June 30, 2024.

Sons and Daughters of Douglass are applying for the grant for the purpose of building out the Fredrick A. Douglass Cultural Arts Museum.

The lease will be for \$1 annually.

Attachments:

1. Resolution
2. Site Plan
3. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR THE USE OF SPACE AT V. O. DOBBINS SR. COMPLEX BY SONS AND DAUGHTERS OF DOUGLASS, INC. FOR A MUSEUM SPACE AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, currently the Sons and Daughters of Douglass, Inc. have a leased space (263 square feet) at V. O. Dobbins, Sr. Complex for their office space; and

WHEREAS, Sons and Daughters of Douglass, Inc. is in the process of applying for a Tennessee State Museum grant for the purpose of establishing the Frederick A. Douglass Cultural Arts Museum at V. O. Dobbins, Sr. Complex and part of the requirement of the grant is that an agreement must be in place and space must be available; and

WHEREAS, this lease agreement is for an additional 400 square feet of space which is behind the existing Douglass Room in V. O. Dobbins, Sr. Complex and is for a term of three years at \$1.00 per annum.

Now therefore,

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

SECTION I. That the lease agreement between the City of Kingsport and the Sons and Daughters of Douglass, Inc. for a museum space at the V. O. Dobbins, Sr. Complex 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 Lease Agreement between the City of Kingsport and the Sons and Daughters of Douglass, Inc. for a museum space located at the V. O. Dobbins, Sr. Complex, to deliver the lease agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

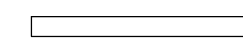
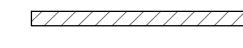



ATTEST:

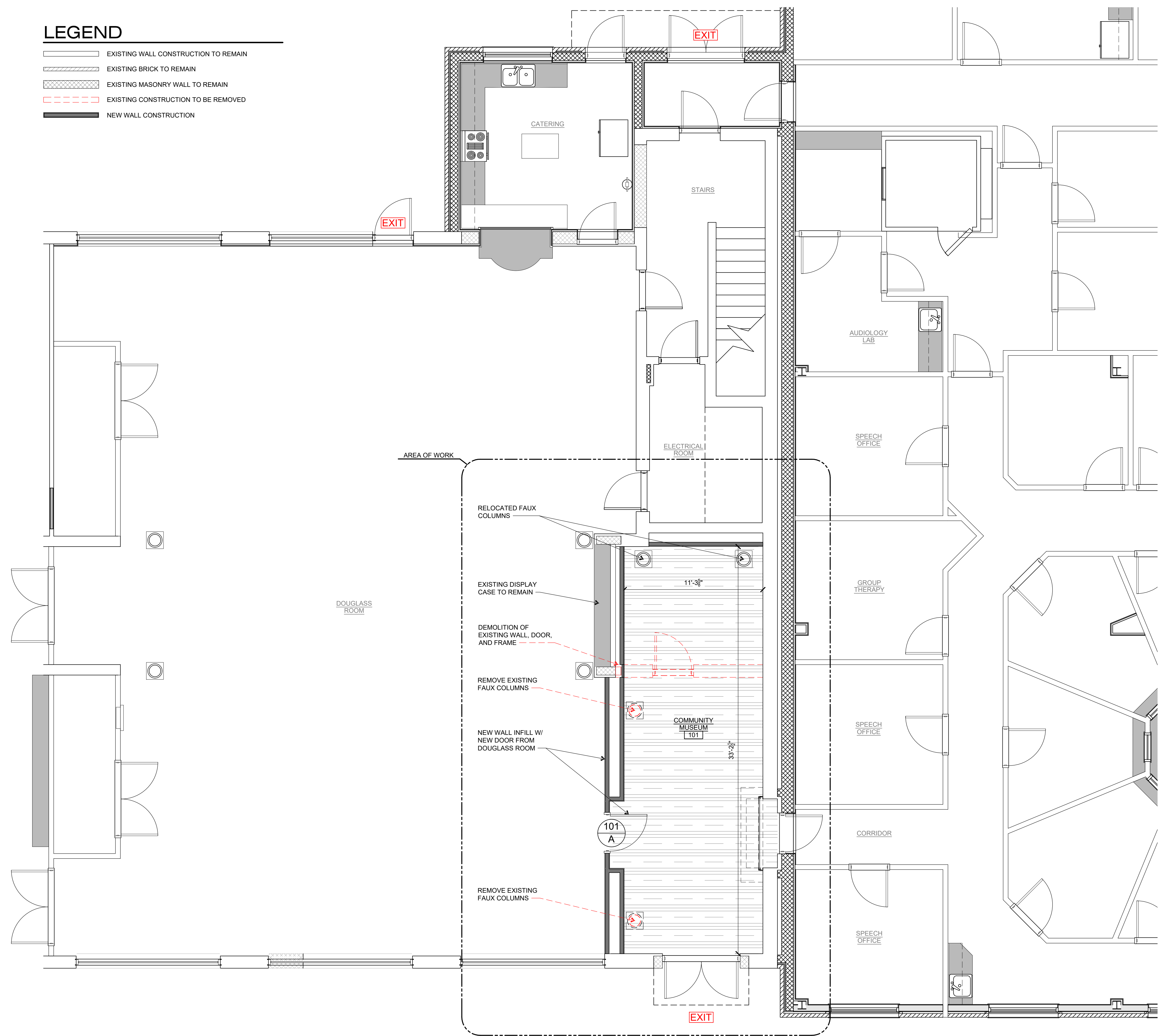
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

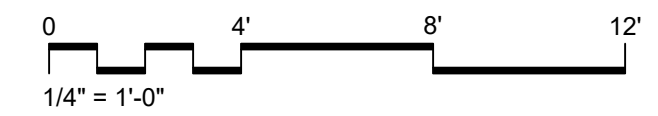
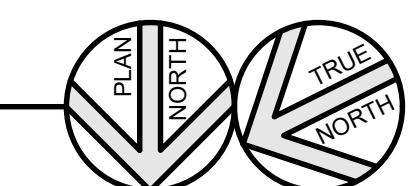
LEGEND

-  EXISTING WALL CONSTRUCTION TO REMAIN
-  EXISTING BRICK TO REMAIN
-  EXISTING MASONRY WALL TO REMAIN
-  EXISTING CONSTRUCTION TO BE REMOVED
-  NEW WALL CONSTRUCTION



PRELIMINARY PARTIAL FLOOR PLAN

SCALE: 1/4" = 1'-0"



printed: 8/23/2023 11:59:26 AM file: XREF FLOOR PLAN_V.O. DOBBINS COMMUNITY MUSEUM.DWG

Item X15

New Community Museum for:

**JOSHUA
GENERATION**
Kingsport, Tennessee



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

THIS DRAWING AS PREPARED BY CainRashWest Architects SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CainRashWest Architects AND SHALL BE RETURNED PER THEIR REQUEST

no.	date	rev. description
1	00-00-20	REVISION DESCRIPTION TEXT

PRELIMINARY
8/23/2023
NOT FOR
CONSTRUCTION

issued	08-18-23
checked	
drawn	CDR
project no.	2023MKTG.

PRELIMINARY
PARTIAL FLOOR
PLAN

A-10

Fredrick A. Douglass Cultural Arts Museum

The Fredrick A. Douglass Cultural Arts Museum will be created to educate the public about the ideals, value, norms and customs, of a community of people whose roots date back to the establishment of the town of Kingsport, with focus on the first half of the 20th century. These are individuals whose oral histories and stories were in their hearts and sometimes on paper or at gatherings but, never had a place showcase this rich heritage. The Fredrick A. Douglass Cultural Arts Museum will display subject matters related to Black Schools, Black Athletics, Black Music & Entertainment, Black Landmarks, Black Churches, and Black Social Clubs.

The Fredrick A. Douglass Cultural Arts Museum is named after the renowned and much admired Frederick Augustus Washington Bailey Douglass who was born a slave and an orphan, and later became an abolitionist, fugitive, civil rights

leader, orator, author, editor, publisher, agent of the U.S. Army, husband, and father. Fredrick A. Douglass, if alive today, would say he fought for freedom. As a child, Frederick Douglass's gateway to freedom was learning to read. In dedication to Fredrick A. Douglass many books will be procured by the museum reflecting all cultures' point of view.

Linda Kincaid



AGENDA ACTION FORM

Consideration of a Resolution and Appropriate Funds for the Purchase of Taser 7 Electronic Control Weapons (ECW) from Axon Enterprises Inc. for All Sworn Members of the Kingsport Police Department

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

Action Form No.: AF-285-2023
Work Session: September 18, 2023
First Reading: September 19, 2023
Final Adoption: October 3, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Police Department has been awarded funding from the State of Tennessee Violent Crime Intervention Fund Grant (VCIF) for \$ 475,917.00. The grant allowed for the purchase of equipment and/or technological improvements. The Kingsport Police Department has qualified through the grant contract to purchase 130 Taser 7 Electronic Control Weapons (ECW) for members of the Kingsport Police Department from Axon Enterprises Inc. The total cost for the project is \$537,994.50.

Funding for the \$475,917.00 is in project no.: NC2403 and for the overage amount of \$62,077.50 is identified in project no.: NC2214.

There are no matching fund requirements.

- Attachments:**
1. Resolution
 2. Quote from Axon Enterprises Inc.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO AXON ENTERPRISE, INC. FOR THE PURCHASE OF TASER 7 ELECTRONIC CONTROL WEAPONS FOR ALL SWORN MEMBERS OF THE KINGSPORT POLICE DEPARTMENT THROUGH AGREEMENT NO. 3544-21-4615 THROUGH THE OMNIA PARTNERS COOPERATIVE

WHEREAS, on December 20, 2022, the board approved Resolution No.: 2023-142 to apply for and receive a grant from the State of Tennessee Violent Crime Intervention Fund in the amount of \$475,917.00, this grant allowed for the purchase of equipment and/or technological improvements; and

WHEREAS, the police department would like to purchase 130 Taser 7 Electronic Control Weapons for members of the Kingsport Police Department from Axon Enterprise, Inc. through agreement no.: 3544-21-4615 with the Omnia Partners Cooperative; and

WHEREAS, the total cost of this purchase is \$537,994.50, taking into consideration the grant award amount, this leaves \$62,077.50; and

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing group network that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205.

WHEREAS, funding for the \$475,917.00 is in project no.: NC2403 and for the overage amount of \$62,077.50 is identified in project no.: NC2214.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Axon Enterprise, Inc. for 130 Taser 7 Electronic Control Weapons for all sworn members of the Kingsport Police Department utilizing Omnia Partners contract no.: 3544-21-4615 in an amount not to exceed \$537,994.50.

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 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-508046-45167.926JB

Issued: 08/29/2023

Quote Expiration: 09/15/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 114559

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Kingsport Police Dept 200 Shelby St Kingsport, TN 37660-4256 USA	Kingsport Police Dept. - TN 415 Broad St Kingsport TN 37660-4256 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julian Brown Phone: Email: jbrown@axon.com Fax:	Sean Chambers Phone: (423) 229-9300 Email: seanchambers@kingsporttn.gov Fax:

Quote Summary

TOTAL COST	\$537,994.50
ESTIMATED TOTAL W/ TAX	\$537,994.50

Discount Summary

Average Savings Per Year	\$3,103.81
TOTAL SAVINGS	\$15,519.06

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$521,721.95	\$0.00	\$521,721.95
Oct 2023	\$16,272.55	\$0.00	\$16,272.55
Total	\$537,994.50	\$0.00	\$537,994.50

Quote Unbundled Price:	\$553,513.56
Quote List Price:	\$553,513.56
Quote Subtotal:	\$537,994.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2			\$85.55	\$83.15	\$166.30	\$0.00	\$166.30
80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2			\$171.05	\$166.26	\$332.52	\$0.00	\$332.52
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	10			\$91.25	\$88.70	\$887.00	\$0.00	\$887.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50			\$51.95	\$50.50	\$2,525.00	\$0.00	\$2,525.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50			\$51.95	\$50.50	\$2,525.00	\$0.00	\$2,525.00
74200	TASER 6-BAY DOCK AND CORE	2			\$1,624.35	\$1,578.87	\$3,157.74	\$0.00	\$3,157.74
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	120			\$91.25	\$88.70	\$10,644.00	\$0.00	\$10,644.00
20018	TASER BATTERY PACK, TACTICAL	156			\$98.10	\$95.35	\$14,874.60	\$0.00	\$14,874.60
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	520			\$40.25	\$39.12	\$20,342.40	\$0.00	\$20,342.40
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	520			\$40.25	\$39.12	\$20,342.40	\$0.00	\$20,342.40
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1690			\$40.25	\$39.12	\$66,112.80	\$0.00	\$66,112.80
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1690			\$40.25	\$39.12	\$66,112.80	\$0.00	\$66,112.80
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	130			\$1,960.00	\$1,905.12	\$247,665.60	\$0.00	\$247,665.60
A la Carte Services									
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	10			\$495.00	\$481.14	\$4,811.40	\$0.00	\$4,811.40
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$6,609.60	\$6,609.60	\$0.00	\$6,609.60
85147	CEW STARTER	1			\$9,950.00	\$9,662.95	\$9,662.95	\$0.00	\$9,662.95
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	5			\$1,999.00	\$1,943.03	\$9,715.15	\$0.00	\$9,715.15
A la Carte Warranties									
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	49		\$7.59	\$7.38	\$723.00	\$0.00	\$723.00
80374	EXT WARRANTY, TASER 7 BATTERY PACK	156	49		\$0.51	\$0.50	\$3,789.24	\$0.00	\$3,789.24
80395	EXT WARRANTY, TASER 7 HANDLE	130	49		\$7.59	\$7.38	\$46,995.00	\$0.00	\$46,995.00
Total							\$537,994.50	\$0.00	\$537,994.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	130	09/01/2023
A la Carte	20018	TASER BATTERY PACK, TACTICAL	156	09/01/2023
A la Carte	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	120	09/01/2023
A la Carte	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	10	09/01/2023
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1690	09/01/2023
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1690	09/01/2023
A la Carte	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	520	09/01/2023
A la Carte	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	520	09/01/2023
A la Carte	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/01/2023
A la Carte	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/01/2023
A la Carte	74200	TASER 6-BAY DOCK AND CORE	2	09/01/2023
A la Carte	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	09/01/2023
A la Carte	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	09/01/2023

Services

Bundle	Item	Description	QTY
A la Carte	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	5
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	10
A la Carte	85147	CEW STARTER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	EXT WARRANTY, TASER 7 BATTERY PACK	156	09/01/2024	09/30/2028
A la Carte	80395	EXT WARRANTY, TASER 7 HANDLE	130	09/01/2024	09/30/2028
A la Carte	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	09/01/2024	09/30/2028

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	130	\$247,665.60	\$0.00	\$247,665.60
Upfront	20018	TASER BATTERY PACK, TACTICAL	156	\$14,874.60	\$0.00	\$14,874.60
Upfront	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	5	\$9,715.15	\$0.00	\$9,715.15
Upfront	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	10	\$4,811.40	\$0.00	\$4,811.40
Upfront	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	120	\$10,644.00	\$0.00	\$10,644.00
Upfront	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	10	\$887.00	\$0.00	\$887.00
Upfront	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1690	\$66,112.80	\$0.00	\$66,112.80
Upfront	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1690	\$66,112.80	\$0.00	\$66,112.80
Upfront	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	520	\$20,342.40	\$0.00	\$20,342.40
Upfront	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	520	\$20,342.40	\$0.00	\$20,342.40
Upfront	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$2,525.00	\$0.00	\$2,525.00
Upfront	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$2,525.00	\$0.00	\$2,525.00
Upfront	74200	TASER 6-BAY DOCK AND CORE	2	\$3,157.74	\$0.00	\$3,157.74
Upfront	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$332.52	\$0.00	\$332.52
Upfront	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$166.30	\$0.00	\$166.30
Upfront	80374	EXT WARRANTY, TASER 7 BATTERY PACK	156	\$3,789.24	\$0.00	\$3,789.24
Upfront	80395	EXT WARRANTY, TASER 7 HANDLE	130	\$46,995.00	\$0.00	\$46,995.00
Upfront	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$723.00	\$0.00	\$723.00
Total				\$521,721.95	\$0.00	\$521,721.95

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85147	CEW STARTER	1	\$9,662.95	\$0.00	\$9,662.95
Invoice Upon Fulfillment	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,609.60	\$0.00	\$6,609.60
Total				\$16,272.55	\$0.00	\$16,272.55

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Omnia Contract 3544-21-4615 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/29/2023



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	



AGENDA ACTION FORM

Consideration of a Resolution to Accept a Grant from Enbridge Inc. Safe Community First Responder Program.

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

Action Form No.: AF- 283-2023
Work Session: September 18, 2023
First Reading: September 18, 2023

Final Adoption: September 19, 2023
Staff Work By: Asst Chief Arnold
Presentation By: Chief Boyd

Recommendation:

Approve the Resolution

Executive Summary:

Enbridge, Inc. Safe Community First Responder Program is offering a grant to the Kingsport Fire Department (KFD) in the amount of \$20,000.00 to send three (3) KFD personnel for training at Texas A&M Engineering Extension Service (TEEX). This is to attend the Liquefied Natural Gas training (LNG). This grant will cover all travel expenses including travel, class fees, and any overtime costs associated with the training.

There will be no matching funds. The grant is funded in full.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE SAFE COMMUNITY FIRST RESPONDER PROGRAM OFFERED BY ENBRIDGE, INC. FOR THE KINGSPORT FIRE DEPARTMENT

WHEREAS, the city, through the Kingsport Fire Department (KFD), would like to apply for a Safe Community First Responder Grant through the Enbridge, Inc. Safe Community First Responder Program, which will provide funds to send three KFD personnel for travel and class fees at the Texas A&M Engineering Extension Service (TEEX) for liquefied natural gas training; and

WHEREAS, the maximum amount of the grant award being \$20,000.00, and there is no matching funds required;

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 grant funds from the Safe Community First Responder Program by Enbridge, Inc. in the amount of \$20,000.00.

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

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Amending FY the 2022/2023 CDBG Sub-recipient Agreement with Holston Habitat for Humanity

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

Action Form No.: AF- 281-2023
Work Session: September 18, 2023
First Reading: N/A
Final Adoption: September 19, 2023
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:

Approval of the Resolution.

Executive Summary:

According to the FY 2022/2023 Agreement between the City of Kingsport and Holston Habitat for Humanity the term to which funding is allocated, has expired. Due to do the impact of the COVID-19 pandemic and labor issues and since, the organization has showed adequate progress in completing past projects successfully, The CDAC requests the BMA approve the attached resolution to grant an extension to the term of the agreement through November 30, 2023. \$43,797.54 remains in the contract, but projects have been selected and are underway.

Attachments:

1. Resolution
2. Support Documents
3. Requests from Grantees

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

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FISCAL YEAR 2022/2023
COMMUNITY DEVELOPMENT BLOCK GRANT SUB-RECIPIENT
AGREEMENT WITH HOLSTON HABITAT FOR HUMANITY.

WHEREAS, the City of Kingsport has entered into an agreement with Holston Habitat for Humanity for the provision of Community Development Block Grant funding for FY 2022/23 ; and

WHEREAS, Holston Habitat for Humanity has requested to extend the 2022/2023 agreement grant term outlined in the agreement through November 30, 2023; and

WHEREAS, due to factors outside the control of Holston Habitat for Humanity, such as supply chain issues which still linger as a result of the COVID-19 pandemic, Holston Habitat for Humanity has not completed all of the projects pursuant to the original agreement but has made adequate progress towards completion of the projects; and

WHEREAS, it is recommended and deemed in the best interest of both the city and Holston Habitat for Humanity to extend the term of the agreement through November 30, 2023.

Now therefore,

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

SECTION I. That pursuant to the foregoing findings which are incorporated herein by reference the City of Kingsport Board of Mayor and Aldermen support the extension of the 2022/2023 Agreement between Holston Habitat for Humanity November 30, 2023.

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 extend the contract and to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



PO Box 5265
Kingsport, Tennessee 37663
Phone: 423-239-7689
Fax: 423-239-4953
Website: www.holstonhabitat.org
Email: info@holstonhabitat.org

Holston Habitat for Humanity
100 Greenwood Lane
Kingsport, TN 37663

August 4, 2023

Dear City of Kingsport Board of Mayor & Aldermen,

Holston Habitat for Humanity is sincerely grateful to participate in the City's Community Development Block Grant (CDBG) program. The CDBG funding made available allows Holston Habitat to provide critical home repairs to low-income residents who desperately need assistance in order to safely stay in their homes.

In FY22-23, Holston Habitat for Humanity was awarded \$60,000 to use across seven critical home repair projects in the City of Kingsport. At this time, two of those projects are completely closed out, with five more in various stages of progress. Unfortunately, Holston Habitat is actively waiting on contractors to complete the work, which ranges from painting, roofing, framing, electrical, plumbing, and more. All the application paperwork is completed, the subcontractors are lined up, and we are simply at the mercy of those subcontractors' schedules.

Holston Habitat for Humanity humbly requests an extension on the FY22-23 remaining grant funds, consisting of \$43,797.54. The extension is requested through November 15, 2023.

I am happy to address any questions or comments at any time. We sincerely appreciate your consideration of this extension so that Holston Habitat for Humanity can continue to serve some of our lowest-income residents in Kingsport with this critically important program.

In partnership,

A handwritten signature in blue ink that reads "Laura Kelly".

Laura Kelly
Executive Director
Holston Habitat for Humanity
lkelly@holstonhabitat.org
(423) 239-7689 x 804

AMENDMENT TO GRANT CONTRACT

This Amendment ("Amendment") extends the Grant Agreement and all applicable documents ("Agreement") between City of Kingsport, Tennessee ("City") and Holston Habitat for Humanity (herein "Subrecipient"). Notwithstanding any provision in the Agreement the language in this Amendment takes precedence over all other terms, conditions or language to the contrary, and the Agreement and this Amendment shall not be construed to create any ambiguity, it being the intent of the parties that this Amendment shall control. Accordingly, the Agreement is amended as follows:

As referenced in FY 2022/2023 Agreement, Attachments "B" and "D" – Contract Completion Date is hereby extended through November 30, 2023.

Appalachia Service Project, Inc.

CITY OF KINGSPORT, TENNESSEE

Printed Name, Title.

Patrick W. Shull, Mayor, City of Kingsport

Date: _____

Date: _____

Attest:

City Recorder

Approved as to form:

City Attorney



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Application and Receiving of Funding through the Tennessee State Museum Grant

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

Action Form No.: AF-282-2023
Work Session: September 18, 2023
First Reading: N/A
Final Adoption: September 19, 2023
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:

Approve the Resolution.

Executive Summary:

If approved Community Development staff will apply for the Tennessee State Museum Grant in the amount of \$100,000 for the Farmstead Museum at Bays Mountain Park.

The Farmstead Museum was constructed in 1988 to demonstrate the farming life of late 19th and 20th century people in Appalachia. The Tennessee State Museum is granting \$5 million to Tennessee museums for capital maintenance and improvement projects, a maximum of \$100,000 per applicant. Staff are proposing to utilize the grant to install proper drainage systems and making ADA upgrades to the facility.

The submission deadline is October 2nd and award announcements will be made on November 13th. All projects must be completed by June 30, 2024.

Attachments:

- 1. Resolution
- 2. Summary
- 3. Grant Application

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPLICATION FOR AND RECEIPT OF GRANT FUNDS FROM THE TENNESSEE STATE MUSEUM GRANT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECUTATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, grant funding has been made available to public and private museums for capital maintenance and improvements through the Tennessee State Museums as a result of a direct appropriation by the Tennessee General Assembly; and

WHEREAS, it is recommended that a grant application be submitted seeking \$100,000 for improvements at the Bays Mountain Farmstead Museum to include drainage systems and ADA upgrades at the facility; and

WHEREAS, no matching funds are required to receive the grant.

Now therefore,

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

SECTION I. That an application for the Tennessee State Museum Grant 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 the State Museum Capital Maintenance and Improvements Grant and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by this resolution.

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

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Tennessee State Museum

Capital Maintenance and Improvements Grant

Project: Accessibility and Grading improvements at the Bays Mountain Park Farmstead Museum

Repairs to include: Grading improvements to improve access and water drainage, ADA accessible restroom, and accessibility to the second floor of the museum.

Cost: Pending Repair Estimate

No Match Requirement

Bays Mtn Museum Grant:

Mission Statement:

The Bays Mountain Park Farmstead Museum is a haven where the present meets history. Nestled within the picturesque landscape of Bays Mountain Park and Planetarium Kingsport, Tennessee, the Farmstead museum's mission is to preserve and share the rich heritage of Bays Mountain and the surrounding region.

Rooted in a history that dates back generations, the museum serves as a tribute to the enduring spirit of homesteading and farming that has shaped the very fabric of this land. With a commitment to nature conservation, the museum strives to offer a window into sustainable practices of the past.

Visitors wandering through the exhibits uncover the stories of those who carved a life from the land, celebrating the ingenuity and resilience of our ancestors. The curated collection of farm relics, including plows, tools and home goods, offers a connection to the past, while vividly showcasing the evolution of agricultural practices in this rugged terrain.

Beyond being a repository of historical artifacts, the Bays Mountain Park Farmstead Museum stands as a beacon of education and tourism. The park invites visitors from near and far to explore the heart of Appalachian history, learn from the land, and gain a deeper appreciation for the cultural tapestry woven by generations past.

Through guided tours, interactive workshops, and engaging exhibitions, the museum aims to inspire a renewed sense of stewardship for our natural surroundings. The Farmstead museum promises an enriching experience that bridges the gap between the past and the modern world.

The legacy of Bays Mountain Park echoes a resounding call to safeguard our heritage, embrace sustainable practices, and foster a lasting bond between humans and the land we call home.

Description of Capital Maintenance or Improvement Project 2000 words:

First of all, a proper drainage system is required due to the terrain and elevation of the cabin's location. This will prevent water intrusion into the building and protect the assets within. The drainage will also prevent mud and water accumulation providing a safer entrance for guests. The improvements will also allow for disabled parking onto a hard top surface with accessibility features to allow for access to both the main entrance and second floor of the exhibit.

Secondly, the cabin was assembled in 1988 without consideration of accessibility. To ensure that the Farmstead museum is accessible to visitors of all ages and abilities, steps are required to provide a more universal design and the overall experience of guests. Features such as a wheel chair lift, ADA bathroom, and entrances from a hard top surface will create a welcoming environment, allowing patrons to explore the museum grounds comfortably. Additionally, ADA access throughout the museum, ensures that everyone can immerse themselves in the wonders of history and nature without limitations.

How will this project further your organization's mission? * 750 words

In 1988, the Bays Mountain Park built the Harry V. Steadman Mountain Heritage Farmstead Museum, with the goal of depicting the social and natural history and way of life for "People of the Bays." The goal of the Farmstead Museum is to show life as it was in rural Appalachia. The museum stands as a living testament to the grit and determination of the people of Bays Mountain. It honors community leader Harry V. Steadman's legacy, as well as all those who toiled at the earth upon the mountain to scratch out a living for their families.

Bays Mountain Park attracts over 200,000 visitors per year, but sadly not everyone can share in the same experience. Accessibility and a mountainous terrain make visiting the Farmstead museum unattainable for people with mobility issues. The park realizes its role and responsibility to the public by providing amenities that are equally accessible to all guests.

The suggested capital project will help preserve the Farmstead museum for future generations. Much needed upgrades are implicit to the future success of the museum and its programs. Accessibility for all, also honors the spirit and history of Bays Mountain Park and will allow everyone to learn of the Mountain's rich heritage.

Describe how you measure success:

Success will initially be measured by the successful completion of the capital improvements outlined in the grant application.

Secondly, the project's success will be gauged through metrics such as increased numbers of visitors, enhanced visitor satisfaction, and broader community engagement. By offering an inclusive space that caters to diverse audiences, the Farmstead Museum has the potential to attract an extensive range of visitors, fostering a sense of pride and ownership within the community.



AGENDA ACTION FORM

Consideration of a Resolution to Apply for and Receive a Tennessee Law Enforcement Officer Hiring, Training and Recruitment Program Grant from the State of Tennessee for FY 2024

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

Action Form No.: AF-290-2023
Work Session: September 18, 2023
First Reading: September 19, 2023
Final Adoption: October 3, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The State of Tennessee has provided the Kingsport Police Department with an opportunity to apply for a Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant. The grant would offer up to \$200,000.00 in funds to be distributed as ‘sign-on bonuses’ to newly hired officers. The grant funds would specifically be utilized to offer \$10,000.00 over a three-year period to POST certified officers.

There are no matching funds required for this grant.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE LAW ENFORCEMENT OFFICER, HIRING, TRAINING, AND RECRUITMENT PROGRAM GRANT FROM THE STATE OF TENNESSEE FOR THE KINGSPORT POLICE DEPARTMENT

WHEREAS, the city, through the Kingsport Police Department, would like to apply for a Tennessee Law Enforcement Officer Hiring, Training, and Recruitment Program Grant through the State of Tennessee, which will provide funds to offer 'sign-on bonuses' to newly hired officers and would specifically be utilized to offer \$10,000.00 paid out over a three-year period to POST certified officers (*i.e.*, academy graduates); and

WHEREAS, the maximum amount of the grant award being \$200,000.00; and

WHEREAS, no matching funds are required for receipt of the 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 to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Law Enforcement Officer Hiring, Training, and Recruitment Program Grant from the State of Tennessee in the amount of \$200,000.00.

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

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Law Enforcement Hiring, Training, and Recruitment Program Grant for FY 2024

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

Action Form No.: AF-291-2023
Work Session: September 18, 2023
First Reading: N/A

Final Adoption: September 19, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Tennessee Law Enforcement Hiring, Training, and Recruitment Program Grant requires reporting on grant activity as well as other grant-related documents to be signed by a representative of the agency (City of Kingsport) receiving grant funds. A signatory authority granted by the Mayor would allow the Chief of Police and/or his designee to sign all grant-related documents on behalf of the organization for FY '24.

Attachments:
1. Resolution

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

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 GRANTS FROM THE STATE OF TENNESSEE FOR THE TENNESSEE LAW ENFORCEMENT HIRING, TRAINING, AND RECRUITMENT PROGRAM GRANT

WHEREAS, the State of Tennessee grant 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 a Tennessee Law Enforcement Hiring, Training, and Recruitment Program Grant.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN 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, an Signature Authority Consent Form for contracts, invoices, and other documents with the State of Tennessee for a Tennessee Law Enforcement Hiring, Training, and Recruitment Program Grant.

SECTION II. That the mayor is authorized to designate the chief of police and/or a police officer of the city with the rank of Captain or higher as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the State of Tennessee.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Purchase Chrysler Pacifica Vans for Kingsport City Schools' Activities

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

Action Form No.: AF-296-2023
Work Session: September 18, 2023A
First Reading: N/A
Final Adoption: September 19, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport has received a quote to potentially purchase vans from Chrysler Dodge Jeep Ram Fiat of Columbia, located in Columbia TN. This quote is based on the Tennessee statewide contract #209. This is for a Chrysler Pacifica van and the cost is \$41,690.00.

It is recommended that the Board of Education approve the purchase of up to 5 Chrysler Pacifica vans, at a cost of \$41,690.00 each from Chrysler Dodge Jeep Ram Fiat of Columbia. The funding for this purchase will be provided from a combination of Dobyys-Bennett, Robinson, Sevier internal school funds, special education grant funds, and the Kingsport City Schools operating budget.

Attachments:

Resolution
Quote

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH CHRYSLER DODGE JEEP RAM FIAT OF COLUMBIA FOR THE PURCHASE UP TO FIVE CHRYSLER PACIFICA VANS UTILIZING TENNESSEE STATEWIDE CONTRACT NO.: SWC209 AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city desires to purchase up to five Chrysler Pacifica vans for Kingsport City Schools; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1201, this purchase will be made pursuant to Tennessee Central Procurement Office Statewide Contract 209 (SWC209); and

WHEREAS, the quoted price from Chrysler Dodge Jeep Ram Fiat of Columbia is \$41,690.00 each; and

WHEREAS, the Board of Education approved this motion on September 12, 2023; and

WHEREAS, this project will be funded by a combination of the internal funds of Dobyns-Bennett High School, Robinson Middle School and Sevier Middle School special education grant funds, and the Kingsport City Schools' operating budget.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Chrysler Dodge Jeep Ram Fiat of Columbia for the purchase of up to five Chrysler Pacifica vans utilizing Tennessee Statewide Contract No.: SWC209 in an amount not to exceed \$41,690.00 per van.

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 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Chrysler Dodge Jeep RAM Fiat of Columbia
 106 S. James Campbell Boulevard
 Columbia, TN 38401



QUOTE

RAMQ5051
Sep 7, 2023

Tennessee State Wide Contract # 209

Quoted To:

Steve Leonard
 City of Kingsport, Tennessee
 625 West Industry Drive
 Kingsport, TN 37660

Prepared By:

Russell Alan Moles
 Regional Fleet Sales Manager

Phone: (423) 224-2434
Fax:

Phone: 865-719-0014
Email: rmoles@cdjrcolumbia.com

PO Number:	Valid Through: Oct 8, 2023	Payment Terms: NET 15
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RUCH53 - PACIFICA TOURING L	Unit Price	Qty	Ext. Price
27L-CUSTOMER PREFERRED PACKAGE 27L	\$41,690.00	1	\$41,690.00
3.6L V6 24V VVT ENGINE UPG I W/ESS 9-SPD 948TE AUTO TRANS			
SJ/ -X7 CAPRICE LEATHERETTE BUCKET SEATS/BLACK/ALLOY/BLACK			
10.1" TOUCHSCREEN DISPLAY			
2ND ROW STOW N GO BUCKET SEATS			
3RD ROW STOW 'N GO 60/40 BENCH			
ADAPTIVE CRUISE CONTROL W/STOP & GO			
BLIND SPOT & RR CROSS PATH DETECTION			
ULTRA LOW EMISSION VEHICLE (ULEV)			

EXTERIOR PAINT COLOR (NO CHARGE)	Unit Price	Qty	Ext. Price
BRIGHT WHITE CLEAR COAT (OPTIONAL - SELECTED)	\$0.00	1	\$0.00
<i>BRILLIANT BLACK CRYSTAL PEARL COAT (OPTIONAL)</i>	<i>\$0.00</i>	<i>1</i>	<i>\$0.00</i>

Item XII6.

EXTERIOR PAINT COLOR (EXTRA CHARGE)	Unit Price	Qty	Ext. Price
FATHOM BLUE PEARL COAT (OPTIONAL)	\$495.00	1	\$495.00
SILVER MIST CLEAR COAT (OPTIONAL)	\$195.00	1	\$195.00
RED HOT PEARL COAT - LATE MODEL YEAR AVAILABILITY (OPTIONAL)	\$495.00	1	\$495.00
BALTIC GREY METALLIC CLEAR COAT - LATE MODEL YEAR AVAILABILITY (OPTIONAL)	\$495.00	1	\$495.00

Totals	
Subtotal	\$41,690.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$41,690.00

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale
Pricing Good For Current Date & Model Year Only Subsequent Model & Option Pricing May Vary
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)
Production Lead Times Vary by Model & Options are controlled by FCA Group
Standard Color is White Unless Noted Otherwise

Item XII6.



AGENDA ACTION FORM

Consideration to Approve Issuance of Certificate of Compliance for a Retail Food Store to Sell Wine

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

Action Form No.: AF-294-2023
Work Session: September 18, 2023
First Reading: September 19, 2023
Final Adoption: September 19, 2023
Staff Work By: Angie Marshall
Presentation By: Angie Marshall

Recommendation:

Approve the issuance of a Certificate of Compliance to sell wine at Zoomerz #969, 1673 Fort Henry Drive.

Executive Summary:

A retail food store is required to file an application with the City Recorder to obtain a Certificate of Compliance. This Certificate, which must be issued and signed by the Mayor, is a required attachment to the application that is submitted by the business to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities that the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant’s business location complies with local zoning laws.

This application has met the requirements of TCA 57-3-806. A police background check has been conducted with nothing found that would prevent the applicant from receiving this certificate. Planning has also verified the business is properly zoned.

Attachments:

1. None

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



AGENDA ACTION FORM

Consideration of a Resolution to Approve the Stormwater Annual Compliance Report for TDEC

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

Action Form No.: AF-287-2023
Work Session: September 18, 2023
First Reading: N/A
Final Adoption: September 19, 2023
Staff Work By: A. McMullen
Presentation By: R. McReynolds

Recommendation:

Approve the 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.

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 25, 2023 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.

Attachments:

1. Resolution
2. Proposed Annual Report
3. MyTDEC Form NPDES MS4 Annual Report

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
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 25, 2023, 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 19, 2023.

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 19th day of September, 2023.

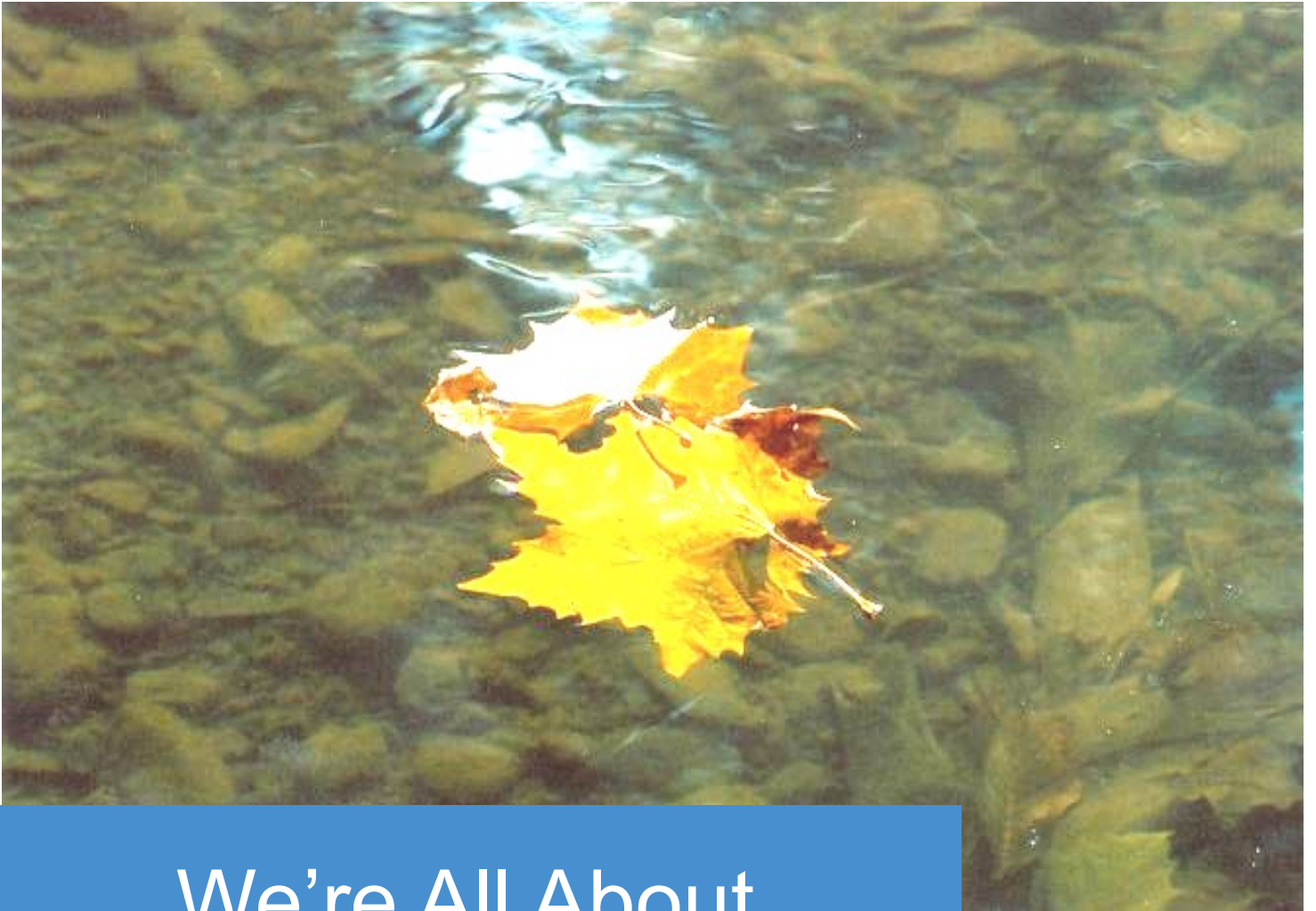
PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



We're All About
CLEAN Water



2023 MS4 Annual Report
STORMWATER MANAGEMENT

Clean Water. Public Health. Serving Citizens.

Item XII.B.

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 2022, the Stormwater Division held its 5th annual Storm Drain Art Contest. Five storm drains were enhanced with public art, done by local amateur artists, with the purpose being environmental education. The City was awarded the 2022 *Public Outreach Award by the Clean Water Professionals of Kentucky & Tennessee* for this event.

ACTIVITIES / ACCOMPLISHMENTS (continued)

- In April 2023, 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 2023, the Stormwater Division distributed stormwater activity booklets to 4th graders within Kingsport City Schools.
- In April 2023, 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 October 2022, the Stormwater Division, along with Appalachian Paddling Enthusiasts (APES), hosted a Kayak clean-up of Reedy Creek. Volunteers collected litter and dumped items from in and around the Creek and Public Works picked up the trash for disposal.
- In May 2023, Stormy the raindrop appeared at Public Works Day, and along with a Stormwater staff member, helped distribute educational materials to attendees.
- In July 2022, Stormy the raindrop visited the Summer Program at John Adams Elementary. A Stormwater staff member gave a short talk to children about Stormwater issues.
- In September 2022, 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.
- In 2023, the City replaced the main Reservoir Road culvert. The existing culvert was failing. The new culvert was positioned to be more aligned to the natural stream.
- In 2023, the Stormwater Division did 125 inspections of Stormwater Control Measures (SCMs), including all private storage basins and water quality units. These facility inspections were documented in the Cartegraph database.
- In 2023, a Stormwater staff member began Visual Stream Assessments per TDEC's non-analytical monitoring requirement. 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)

Kingsport Public Works
Published by Amanda Martin McMullen · October 8, 2022 · 🌐

We had 3 kayakers and half a dozen walkers cleanup a section of Reedy Creek today, from Clinchfield Bridge to just past Sullivan St. Bridge. A BIG THANKS to all the volunteers! [Keep Kingsport Beautiful](#)

See insights and ads Boost post

👍❤️ 53 4 comments 7 shares

👍 Like 💬 Comment 🔗 Share

← Reedy Creek Stream Clean-up 2022

Stormy at Public Works Day 2023 →

Kingsport Public Works
Published by Amanda Martin McMullen · May 25 · 🌐

STORMY educating kids about not littering (at Public Works Day).

See insights and ads Boost post

👍❤️ 10 4 shares

👍 Like 💬 Comment 🔗 Share

Item XII.B.

ACTIVITIES / ACCOMPLISHMENTS (continued)



Kingsport Public Works

Published by Matthew Lane · October 24, 2022 · 🌐



Here are the winners of this year's Storm Drain Art contest. If you'd like to take a closer look and know who painted them, the storm drains are located at the following locations:

- Behind the Kingsport Civic Auditorium - Trista Demoranville
- W. Market Street & Clay Street - Desiree Feyers
- Old Gibson Mill Road & Cedar Street - Juanita Mitchell
- The Palmer Center - Rebecca Monroe
- Kingsport Chamber of Commerce - Brenda Salcido.



5th Annual Storm Drain Art Contest 2022

[See insights and ads](#)

[Boost post](#)

👍❤️ 45

3 comments 16 shares



Kingsport Public Works is at Kingsport Parks and Recreation.

Published by Amanda Martin McMullen · July 14, 2022 · Kingsport · 🌐



Thank you John Adams Elementary Summer Program for letting Stormy visit!



Stormy visits Adams Elementary 2022



[See insights and ads](#)

[Boost post](#)

👍 3

[Comment](#)

[Share](#)

Item XII.B.

ACTIVITIES / ACCOMPLISHMENTS (continued)



← Tree seedling giveaway 2023



Conservation Camp 2022 →



← Rain Barrel Sale 2023



NPDES MS4 Annual Report

version 1.3

(Submission #: HPW-KE6P-Y7016, version 1)

Details

Originally Started By AMANDA MCMULLEN

Submission ID HPW-KE6P-Y7016

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

07/01/2022

Reporting Period End Date

06/30/2023

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
Pat *Shull*
Title
Mayor
Company Name
City of Kingsport
Phone Type Number Extension

Business 423-229-9412

Email

PatShull@kingsporttn.gov

Address

415 Broad Street

Kingsport, TN 37660

Item XII.B.

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

423-229-9454

Extension

Email

ChadAustin@KingsportTN.gov

Address

1113 Konnarock Road

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).

7

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

How many employees (that are new to the MS4 or new to the job category) have NOT been 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 activity.)

Item XII.B.

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	Spor Acti
Public	TNSA social media campaign	Yes	Yes	Yes	Yes	7/1/2022	Facebook	44910	Mon
Public	Kingsport Public Works Facebook page	Yes	No	No	Yes	7/1/2022	Kingsport residents on Facebook	4505	N/A
Public	Storm Drain Art	Yes	No	No	No	9/1/2022	residents	2239	N/A
Public	Stormy school visit	Yes	No	No	Yes	7/14/2022	local children	27	N/A
Public	Stormwater Activity booklets	Yes	No	No	No	1/26/2023	local 4th graders	555	N/A
Public	City Website	Yes	No	Yes	Yes	7/1/2022	residents	1400	N/A
Public	Brochure distribution at Public Works Day	Yes	No	No	Yes	5/25/2023	local families	400	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.)

Item XII.B.

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	Preconstruction Meetings	Yes	Yes	7/21/2022	contractors and developers	64
Engineering and Development Community	Fats, Oils & Grease Program	Yes	No	7/1/2022	restaurants and food service	182
Engineering and Development Community	City Website	Yes	Yes	7/1/2022	engineers and developers	1400

Supporting Documentation for Activities described in this section.

NONE PROVIDED
Comment
 NONE PROVIDED

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/wp-content/uploads/SWMP.pdf>

Was the MS4 program documentation formally placed on public notice during the reporting year?

No

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.

8

Are all comments from the public on construction site projects considered?

Yes

Number of reports during the reporting period received from the public via public reporting system (IDDE reports)?

2

Provide the number of activities completed during the reporting year for the General Public (Subpart 4.2.2.1. of the permit).

7

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

Item XII.B.

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
General Public	Stream Clean-up	Yes	Yes	No	Yes	10/8/2022	kayakers	10
General Public	Keep Kingsport Beautiful litter pickup	Yes	Yes	No	Yes	3/19/2023	volunteers	28
General Public	Keep Kingsport Beautiful conservation camp	Yes	Yes	Yes	No	9/13/2022	local 4th graders	500
General Public	Public Works Day	Yes	Yes	Yes	Yes	5/25/2023	local families	400
General Public	Storm Drain Art Contest	Yes	Yes	No	No	9/5/2022	local artists	18
General Public	Tree seedling giveaway	Yes	Yes	No	No	4/10/2023	residents	50
General Public	Rain Barrel sale	Yes	Yes	No	No	4/17/2023	residents	50

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.)

Item XII.B.

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	7/1/2022	restaurant and food service	110
Commercial and Development Community	Pre-development Meetings	Yes	Yes	7/7/2022	development community	48

Supporting Documentation for Activities described in this section.

NONE PROVIDED

Comment

NONE PROVIDED

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/apps/webappviewer/index.html?id=7339745aca56474a80b966b61912a033>

The number of potential illicit discharges reported by the public.

2

The number of potential illicit discharges reported by internal personnel.

1

Total number of potential Illicit discharges reported (from any source) that are under investigation at the time of the annual report.

0

Were all potential illicit discharges investigated within 7 days of receipt?

Yes

Number of identified illicit discharges

2

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.

2

Were all corrective actions plans reviewed in accordance with established procedures?

Yes

Number of non-stormwater discharges or flows identified as a significant contributor of pollutants to the MS4.

0

Total number of non-stormwater discharges or flows investigated.

0

Were all non-stormwater discharges or flows identified as a significant contributor of pollutants to the MS4 investigated?

Yes

Item XII.B.

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.
25

Total number of active non-priority construction activities with incomplete inventory information.
0

Number of new development and redevelopment projects reviewed in accordance with established policies and procedures.
47

Were all new development and redevelopment projects reviewed in accordance with the established policy and procedure?
Yes

Number of active non-priority construction activities.
25

Were all nonpriority active construction activities inspections conducted accordance with Stormwater Management Program.
Yes

Number of active priority construction activities.
1

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

Information on EPA's Water Quality Scorecard can be found on the EPA's website.
[Water Quality Scorecard Information](#)

The scorecard can be found on EPA's website.
[Water Quality Scorecard](#)

Scorecard
NONE PROVIDED
Comment
NONE PROVIDED

Number of all new development and redevelopment projects reviewed.
47

Number of new development and redevelopment projects reviewed in accordance with the established policy and procedure.
47

Number of sites verified that 100% of SCMs are installed per design specifications in accordance with approved plan.
17

Were all SCMs verified to be installed per design specifications in accordance with approved plan within 90 days of installation?
Yes

Item XII B.

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.

41

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?

No

SCM inventory tracking system information

NONE PROVIDED

Comment

NONE PROVIDED

MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations

Number of Municipal Operations Facilities under subpart 4.2.6.2.

6

Do all Municipal Operations 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.

0

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

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	No	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED
MCM 2	No	NONE PROVIDED	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

Item XII.B.

Program Elements	Changes	Modifications that Add Components	Replaced an Ineffective or Infeasible BMP or SCM	Subtracted BMP, SCM, Components, Controls etc.
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	1	3	1	5
Written Notice of Violation	1	5	40	46
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: 51

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.

Only a Visual Stream Assessment of Clark Branch has been done. The other 6 streams due for VSAs (every 5 years) will be done before the end of 2023.

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.

- [CLARK REPORT.pdf - 08/14/2023 11:32 AM](#)
- [outfalls.pdf - 08/14/2023 11:33 AM](#)
- [buffer.pdf - 08/14/2023 11:33 AM](#)
- [dumping.pdf - 08/14/2023 11:33 AM](#)
- [erosion.pdf - 08/14/2023 11:33 AM](#)
- [barrier.pdf - 08/14/2023 11:33 AM](#)

Comment

Attached is report and field sheets for Clark Branch Visual Stream Assessment

Legal Authority

Per subpart 4.7.1. The initial solicitor's statement will be 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.

Attach a signed solicitor's certification statement.

- NONE PROVIDED
- Comment**
- NONE PROVIDED

Stormwater Management Program Evaluation

Stormwater Management Program Evaluation

Item X118.

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
PIE plan currently being modified for new MS4 permit

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 - 08/21/2023 12:44 PM](#)
Comment
NONE PROVIDED

Attachments

Date	Attachment Name	Context	User
8/21/2023 12:44 PM	Stormwater Annual Report.pdf	Attachment	AMANDA MCMULLEN
8/14/2023 11:33 AM	outfalls.pdf	Attachment	AMANDA MCMULLEN
8/14/2023 11:33 AM	buffer.pdf	Attachment	AMANDA MCMULLEN
8/14/2023 11:33 AM	dumping.pdf	Attachment	AMANDA MCMULLEN
8/14/2023 11:33 AM	erosion.pdf	Attachment	AMANDA MCMULLEN

Item XII.B.

Date	Attachment Name	Context	User
8/14/2023 11:33 AM	barrier.pdf	Attachment	AMANDA MCMULLEN
8/14/2023 11:32 AM	CLARK REPORT.pdf	Attachment	AMANDA MCMULLEN

Item XII.8.



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to accept a change order for software products from Data-Driven.

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

Action Form No.: AF-297-2023
Work Session: September 18, 2023
First Reading: September 19, 2023

Final Adoption: September 19, 2023
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:

Approve the Resolution

Executive Summary:

The Kingsport Police Department entered a Software License and Service Agreement with Data-Driven and transitioned to their reporting suite in 2009 in conjunction with Tri-Tech (now Central Square). Data-Driven has since provided reporting services that drastically improved our field-based incident reporting, crash reporting, and ticketing. Since 2009, improvements to Data-Driven software have become available that will further advance our existing delivery of police services specific to reporting. Therefore, the project team has negotiated a change in the deliverables from Data-Driven, and the subsequent cost has been altered. The attached change order outlines the changes and new costs associated with those changes. This action will be funded by Project GP2103 (Public Safety Software and Equipment).

Attachments:

1. Data-Driven Amendment
2. Sole Source Memo
3. Sole Source Letter

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DATADRIVEN, LLC FOR THE ACQUISITION OF LICENSES FOR THE WATSON RMS, WATSON PROPERTY AND EVIDENCE, AND WATSON VICE MODULES FOR THE KINGSPORT POLICE DEPARTMENT AND ANY OTHER DOCUMENTS NECESSARY TO ACCEPT THE AMENDMENT TO THE AGREEMENT

WHEREAS, on January 13, 2009, by Resolution No.: 2009-161, the board approved the contract with DataDriven, LLC for the purchase the Watson Field Reporting Suite of software to update the Kingsport Police Department Safety Division's data management system; and

WHEREAS, the reporting services provided by DataDriven, LLC has drastically improved the field-based incident reporting, crash reporting, and ticketing for the Kingsport Police Department; and

WHEREAS, Kingsport Police Department now wishes to enter into an amendment to include the Watson RMS, Watson Property and Evidence, and Watson Vice Modules into the current agreement; and

WHEREAS, the cost for this amendment shall not exceed \$126,077.00 and funding will be provided for in project no.: GP2103.

Now therefore,

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

SECTION I. That the amendment to the agreement with DataDriven, LLC 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, a change order to the agreement with Data Driven, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of September, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Amendment to Agreement

THIS AMENDMENT (hereinafter “Amendment”) is made and entered into this ____ day of _____ 2023, by and between Kingsport, Tennessee (hereinafter “City”) and DataDriven, LLC (hereinafter “DataDriven” or “Seller”).

WHEREAS, the parties previously entered into an agreement (hereinafter “Agreement”) dated January 16, 2009, for Watson Field Reporting Suite.

WHEREAS, the parties now desire to enter into this Amendment to procure licenses for Watson RMS, Watson Property & Evidence, and Watson Vice modules.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Agreement is amended to include licenses for Watson RMS, Watson Property & Evidence, and Watson Vice modules including support, updates, and maintenance for such modules. Support, updates, and maintenance is included through June 30, 2024.
2. The total cost for this Amendment shall not exceed One Hundred Twenty-Six Thousand, Seventy-seven AND 00/100 (\$126,077) dollars and payable in accordance with the terms of the Agreement.
3. Exhibit D “Watson RMS, Watson Property & Evidence, and Watson Vice Module - Scope of Services” is hereto attached and incorporated by reference.
4. Exhibit E “License Fee Detail and Timeline” is hereto attached and incorporated by reference.
5. The terms and conditions of the original agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of September, 2023.

APPROVED:

KINGSPORT, TENNESSEE

By: _____
City Attorney

By: _____
Patrick Shull, Mayor

DATADRIVEN, LLC

By: *William S. Harding*
William S. Harding, Chief Manager

EXHIBIT D

Watson RMS, Watson Property & Evidence, and Watson Vice Modules

SCOPE OF SERVICES

1.

I. WATSON RMS DESCRIPTION

2. Executive Summary

- a. The Watson law enforcement suite began as a field reporting product designed to simplify and automate field report submission. Although it was known for its ease of field report entry and friendly validation techniques with cross platform capability, the web-based inquiry tool quickly became the focus of most customers for inquiry, printing, and administrative reports. With the addition of case management, enhanced reporting capabilities, report level security, master records, and state exports, Watson has earned attention as a complete tool for managing law enforcement reports with the same friendly interface that originally attracted users to rely on it over their RMS systems of the past. The Watson RMS module does not replace or expand the Watson application's databases or report entry applications but provides additional features for agencies who rely on it as their primary RMS system.

3. RMS Features

a. TIBRS Validation and Export

- i. TIBRS validation of Incident reports, continuations, and amendments (supplements) are validated for TIBRS compliance on the client entry application prior to submission. Since there are occasional report details that cannot be added by the reporting officer, the Watson server re-validates each incident prior to a TIBRS export. TIBRS Exports are currently generated as a file for manual upload in the TBI repository. However, TBI is making plans to make a new service available to receive TIBRS submissions in XML format. Once the new service is online, DataDriven will implement an automated submission of the TIBRS reporting process.

4. Report Management

a. Assignment

- i. Assignments can be easily added or changed using the "Status, Assignments & Rights" section on the report summary page. When a report has not been assigned, it is treated as being assigned

to the user who submitted the report. Authorization to make and/or receive assignments is managed by security. “Receive Assignment” and “Make Assignment” rights are set separately per user for both Incident and Crash reports. Reports can also be assigned to a group by picking the group in the Assigned To dropdown. Assignment groups can be managed on the fly by selecting the “manage groups” link from the “Status, Assignment & Rights” section of a report. Groups can also be added, deleted, and edited as needed. Additionally, a User Group view can be utilized to manage groups outside of a report. The report assignment is shown in the top section of each report and can be used as filter criteria in multiple views. In the case of reports marked private, an administrator with security authorization can reassign the reports to other users.

b. Linked Reports

- i. Associated Reports can be linked within any report and reviewed under “Related Reports” within the report summary. Related reports can be of any report type and can also include reports from other jurisdictions. When adding a related report, a dropdown list of “Reason Related” is available with the option to manually enter a reason not listed. A checkbox field “Primary Report” is also available for identifying the Primary (Master) record. When a report number from the same or connected jurisdiction is entered, the report number will be verified by Watson to minimize data entry errors. A “Connected jurisdiction” must reside on the same server database, or the connected jurisdictions must utilize Watson’s Global Master subscription. Linked reports are modified only in the report where the links were created. This restriction minimizes misunderstanding of the report relationships. Reports can be linked upon differing relationship criteria (e.g., Suspect, Location, M.O.).

c. Notes and Files

- i. Users with access can add notes and/or documents to a report from the Watson Reporting web application under the “Note & Files” section. The item added, whether a note and/or file, can be associated with a specific object within the report. The customer specific “Activity Type” (e.g., “Follow Up Phone Call”, “Victim Interview”) can also be selected for easy reference in the respective Report Activity Status view. Document file types of JPEG, Word, Excel, and PDF can generally be displayed in the browser depending on the browser’s capabilities and the device’s file association settings. Other file types can be added in notes and file for future reference/retrieval. A dropdown of templates is also available in “Notes and Files” to allow the user to quickly find the document they need to complete. Upon completion, the user can

utilize the “Choose File” button to include the completed document in the record.

5. Report Supplements

- a. Incident/Memo and Crash reports can be edited as needed utilizing the Watson Client data entry application. With each submission, an audit trail of the individual report is available from the report summary page. Individual reports are only available for editing by one individual at a time (concurrently report modifications are not supported). Single user report editing protects the report from TIBRS and TDOS rule validations that would naturally occur if multiple users were allowed to modify a report simultaneously. Multiple users can add Notes and Files simultaneously because they are managed separately from the primary report.

6. Incident Report Monitoring

- a. Incident report activity monitoring is provided via the Web Reporting view “Incident/Memo Report Activity Status”. With this view users can monitor reports assigned to them and see most recent activity on the summary grid. Reports can be filtered by department status including the primary categories: Active, Inactive, and Closed. They can also filter by the activity type to see reports impacted by a specific activity. This proves especially useful for monitoring follow ups, as department report activities can be filtered by the option “All Follow Ups”. Report summaries can be sorted by any column to view report in order by most recent activity. A second view type, “New Activity” allows the user to query on Activities rather than reports to see what activities exist related to the entered filter criteria. Using the filter capabilities, supervisors can monitor staff activity by precinct, district, and/or shift within the desired date range.

7. Crash Report Monitoring

- a. Crash report monitoring has symmetrical functionality to Incident report monitoring with minor variances. Query filtering includes “Hit and Run” and “Investigation Complete” for separate monitoring of these crash parameters.

8. Department and State Status

- a. Watson RMS includes state report status (for Incident) and department status fields for better segregation and tracking of reports. Department status is customizable by jurisdiction with the primary grouping categories which can be used in report inquiry filtering. When department status is used in conjunction with Watson Property & Evidence, Watson integrates management for evidence tracking, holds, and relationships from within an Incident. Court adjudication can also be set by department status within an Incident and combined with “Authorization for Release” to streamline the property and evidence disposal process.

9. Confidentiality

- a. Watson RMS includes easy-to-use features for securing confidential reports while allowing for user defined sharing and editing rights per report. In consideration of additional information sources, Watson provides a simple mechanism to delay or prevent the export of reports based on the agency and individual report confidentiality requirements.
- b. The Watson administrator with “Super User” privileges can view, edit, and/or change status and assignment settings on any report regardless of confidentiality setting.

10. Expungement

- a. A full or partial expungement can be completed easily with appropriate rights by checking the appropriate expungement status in “Status, Assignments & Rights”. Reports marked as “Full Expungement” will no longer be available for viewing. Reports marked with “Partial Expungement” are left available for user viewing, but with an Expungement warning at the top of the report summary. Partially expunged reports must be edited to remove expunged detail. Note that expunged details will not be removed from the report’s PDF audit.

11. Master Records

- a. Master Records is a comprehensive indexing system which automatically links addresses, people/businesses, and vehicles to each respective occurrence within a Watson report. Each master records type includes a query form used to search for people, vehicles, and addresses. Also, when viewing a report, the user can click on a person or business name, address, or vehicle to instantly query all associations found in master records. Each association (reports, people, addresses, and vehicles) in the resulting view can also be selected to see all associations for the specific choice. By using Watson’s cascading of master records results, investigators can quickly find links between data that would otherwise be extremely difficult and time consuming.
- b. Master records also includes a powerful merge tool for use by Watson administrators to merge addresses and/or name records that do not contain the necessary unique identifiers for the automated merging. The master records merge tool can also remember spelling corrections to merged addresses and can automatically apply the correction to future spelling errors. Used in combination with Watson’s automated record matching system, master records can be maintained for maximum efficiency and object linking.
- c. Whenever an incident is linked to other reports, the count of linked reports will be noted under “Associated Reports” in the master query result page.

Linked reports and their relationship can be viewed by clicking on the report listed in the associated reports grid.

12. Persons of Interest

- a. Persons of Interest allow the agency to keep a record of people they need to interview or monitor encounters with. The persons of interest database include expiration date, nature of interest, pictures (when applicable), who made the request, and other pertinent data. Whenever a query is made on matching criteria from the mobile client, the user is alerted with the persons of interest detail. A person listed on a report can be added to the Persons of Interest records by clicking on the “Add Person of Interest” link next to the individual’s name. When adding a person of interest from a report summary, the form is pre-populated with available detail.

13. Vehicles of Interest

- a. Vehicles of Interest allow the agency to be alerted of vehicles they are looking for. The vehicle of interest database includes expiration date, nature of interest, who made the request and other pertinent data. Whenever a query is made on a matching License Tag Number or VIN, the user is alerted with the vehicle of interest detail. A vehicle listed on a summary report can be added to Vehicles of Interest by clicking on the “Add Vehicle of Interest” link next to the vehicle description. It is also available from the vehicle’s master vehicle record as a link in the top corner of the vehicle detail section. When adding a vehicle of interest from a report summary or master vehicle record, the form is pre-populated with available detail.

14. Watson RMS includes additional reports for department management including:

- a. Incident/Memo Report Activity Status
- b. Crash Report Activity Status
- c. Report Totals by Month, Quarter, Year (multi-level drilldown)
- d. Report DV Totals by Relationships
- e. Incident Investigative Activity (multi-level drilldown)
- f. Domestic Violence Totals by Relationship
- g. Report Charge Count
- h. Report Offense Count
- i. Report Totals by Type
- j. Report Totals Comparison (to previous year)
- k. Crash Location Statistics
- l. Crash Statistics
- m. Prosecution/State Case Builder (criminal case file building)

Watson RMS Version 2.0 Features

15. Expanded Query Date Ranges: More than Two Years, for Specific Criteria
 - a. The filter criteria for views in Watson Reporting allow for greater date ranges based on the result quantity and server load of varying query filters. This feature allows for greater date spans without significant degradation of server performance.
16. Expanded Filter Options to Allow for Use of Question/Answer Tree Items
 - a. Question and Answer Tree items can be used in filtering Incident, Crash Report, and Evidence Items. Question/Answer Tree items can be included in the query filter by choosing the item in the Question Trees query criteria bar. As with other inquiry filters, all items selected are additive to the filter criteria resulting in a narrowed result set. Whenever items are chosen, the results are restricted to reports which include the selected items.
17. Import InformRMS[®] Incident reports to Watson RMS (one time import)
 - a. DataDriven's InformRMS Incident import will import incidents from the Central Square InformRMS database into the Watson RMS Incident database. Reports already existing in Watson Incident will be updated, based on their current values in InformRMS. Items with changes will be modified in Watson Incident to reflect the differences reflected in InformRMS.
 - b. When a report exists in InformRMS but not in Watson RMS, the report will be imported into Watson Incident. Once imported, any additional changes to the report in InformRMS will not be reflected in the Watson Incident database. Whenever a field in InformRMS is populated that does not have a corresponding field in Watson RMS, DataDriven will consult with the agency regarding the placement of information in Watson Incident. TIBRS validation will be set to "Submitted to TIBRS" within Watson Incident for all reports modified or added by the import. In some cases, a report in InformRMS will have information not meeting the TIBRS validation requirements. All reports should be validated before importing into Watson RMS to minimize TIBRS validation errors. In some cases, InformRMS will have TIBRS validation errors that Watson RMS does not validate, because Watson RMS does not allow the invalid entry at the field level on the client application.
 - c. Field Interviews, Crash Reports, and Tickets (Traffic, Parking, and Tow) are not included in the import.

Exports

18. T.H.O.R. Export

- a. DataDriven's T.H.O.R. export is an unmanned, automated process performed by the Watson server on a pre-defined schedule.

19. Prosecution/State Case Building

- a. The State Case builder utilizes the Related Reports links to include associated reports. When building the state case, the report will mark the currently chosen report as the Primary (Master), unless a Primary report has been specified. The primary report can be changed by editing the appropriate Related Reports settings in the builder interface. Because reports can be linked for reasons other than building a state case, a checklist of related reports are displayed at the beginning of the state case build routine. This feature allows the user to remove a report that should not be included in the state case report.

20. Automatic Report Status & Assignment Routing

- a. Report status and Assignment routing can be performed by the Watson application automatically upon report submission based on a rule(s) specified by the agency. Whenever the agency desires to implement a rule for automatic status or assignment, the details will be reviewed with and implemented by DataDriven.

21. Person Type Filter in Master Records (for Victims, Suspects, Arrestees, etc.)

- a. A new filter criterion, Person Type, will allow the user to limit Master Name query results by Victims, Suspects, Arrestees, and a variety of other person types.

22. Adding Warrant Number (WNO) to Incident Suspect via Web Reporting

- a. Within the Watson Reporting web application, a user may add a Warrant Number to an Incident Suspect. Future development may include the capability of searching for a suspect and/or report based on the Warrant Number but is not included in Watson RMS version 2.0.

23. Mechanism for Alerting Users when Warrant Number is Missing

- a. Whenever an Affidavit/Warrant document is created within Watson and a Warrant Number is not added to the related suspect, Watson will alert the assigned officer.

24. Validation for “Cleared by MO” to Require a Suspect

- a. Whenever a department status of “Cleared by MO” is chosen, a validation rule will assure that the report includes a suspect. Without a suspect, the department status of “Cleared by MO” cannot be saved.

25. Photo Lineup

- a. The image query tool produces two printed documents based on queries for DMV photos:
 - i. An image selection page for witnesses
 - ii. An image details page for the investigating officer
- b. The witness document is used by the witness for selecting an individual by picture only (without displaying any demographic or identifying information). The investigator’s printout is used for documenting the witness selection and includes information for each individual pictured on the witness document.

26. Vice Jurisdiction Master Records are Exclusive with Continued Access to Primary Jurisdiction Master records.

- a. Watson Master Records allows a Watson Vice jurisdiction (if purchased from DataDriven) to utilize their master records and the primary jurisdiction master records simultaneously without exposing the Vice jurisdiction records to primary jurisdiction users. Master records created in Watson Vice will not be merged with the primary jurisdiction master record, to prevent discovery of a vice master record instance by a primary jurisdiction user. Therefore, records that would commonly be merged may occur twice for Watson Vice users, but only once for the primary jurisdiction.

27. Export the Vice Released Incident to Primary Jurisdiction with Confidentiality

- a. When a report is released in the Watson Vice jurisdiction, Watson RMS automatically copies the report to the agencies’ primary jurisdiction assigning it to the vice user’s primary jurisdiction account (if one exists). The report will be marked as confidential with no additional view or editing rights. If no primary user account exists, the assignment will be set to an account default held in the Watson defaults table.

28. Keyword Search

- a. A word or phrase can be included in the Watson Reporting “Keyword Search” view by completing the criteria field(s). Common words (e.g. arrest, brother, and argument), pronouns, and articles of speech are excluded from the full text index. Text fields in the Watson database and many fields not searchable from the “All Reports” view is included in this index.

29. Report Templates Link

- a. Users may access agency supplied template documents by clicking on a link with the Watson Reporting menu. They are also available from a dropdown list within the Notes/Files section of Incident reports. This allows the user to open a template, complete it, and save it to a specific report with less work.

30. Video/Audio/High Resolution Photo Store View

- a. Watson can be configured to show a list of large files (with UNC path) related to any of the following report types: Incident, Memo, Arrest, or Crash. By reading file data from a designated folder share provided by the customer on the customer’s network, the Watson Reporting Application will dynamically add such items to a report as the report is rendered. For utilization of this technology, the Watson RMS server must reside on the customer’s network and have access to the share containing the folders configured to DataDriven specifications. File subfolder names and file names can be displayed in both the report summary and the state case builder report. This feature gives investigative staff the ability to manage large files outside of the Watson RMS system, but still have the ability to keep track of files associated with a report from within Watson RMS. To simplify folder management, the ability to create standardized folders and delete empty subfolders within the folder store are available within the Watson Web application.

II. Watson Property and Evidence

1. The Watson Property and Evidence module combines client-based entry with a web-based inquiry and administrative application for both field entry of property and evidence and in-house management of the inventory. The client applications, available for Windows and Android, allow authorized personnel to add items into custody from the field with photo capability per item. The field-based entry also allows for auto-population of evidence items from a related Incident report. With symmetrical features across both operating system platforms, all Watson users can have the ability to enter validated evidence reports from the field with minimal effort. Field based entry

includes customized validation per item category, standard required fields, and customized entry options to provide agency specific requirements and sustain better data quality.

2. Features include:

- a) Inventories for Evidence, Found Property, Safekeeping, and Departmental Property
- b) Full integration with Watson Reporting
- c) Auto-population from a related Incident
- d) Evidence items and owners programmatically link to reports
- e) Court disposition monitoring tool by assignments
- f) Case “Authorization for Release” linked to property items
- g) Case confidentiality protects includes case evidence
- h) Extensive use of supporting data for ease of entry
- i) Integration to Android camera for easy image capture per property item
- j) Familiar web-based tools for receipt approval/disapproval
- k) Barcoded labels for inventory items and storage containers
- l) Item relationships to multiple Incidents
- m) Item hold feature (“Stolen” or “On Hold”) with consequential process validation
- n) Validation for processes based on process type
- o) Signature capture for Check Outs, Deposits, Returns, Destructions, etc.
- p) Supporting document capture per process
- q) Copy a process feature for maximized efficiency
- r) Cash denomination entry validation
- s) Barcode-based item entry for fast, accurate process entry
- t) Multi-factor authentication and access limitations per user for enhanced security
- u) Small format electronic forms for digital Check Outs, Returns, and Destructions with signature capturing for recipient and witness for use with tablets
- v) Reports for property receipts, chain of custody, release requests, random audits, item, and special group audits
- w) Inquiry/report for items pending lab work, items pending destruction, items authorized for release, items pending return, and random audits by quantity or percentage with XML export capability
- x) Complete transaction audit
- y) Bluetooth receipt printing with electronic signature for owners

3. Evidence Report Submission and Review

- a. Upon submission of a property evidence report, the report (commonly referred to as a receipt) is available for review by Property & Evidence authorized personnel. If the property evidence report is disapproved, it is

automatically made available to the user for correction and re-submission. Upon approval, the property clerk is required to identify storage locations and containers, if utilized, for inventory placement. Evidence barcode labels are printed per item for identification and future scanning. Barcode labels can be printed in various sizes from a single label printer with continuous label stock utilizing an automated cutter based upon the size requirements.

- b. Portable barcode scanners can be used to quickly populate any process form or complete an inventory audit quickly.

4. Evidence Processes

- a. All processes such as Internal Moves, External Moves, Check-outs, Check-ins, Returns to Owner, Sold via Auction, and Destructions can be customizable with department selected requirements. Signature capture and electronic document capture can be designated as option or required per process. Chain of Custody with signatures is available per item and available from the Incident report summary page. Processes can be pre-populated and saved without completion for completion upon signature. All processes are validated against chain-of-custody logic to prevent breaks in the chain of custody.

5. Departmental Access

- a. Because all evidence is linked to a report(s), users with authorization can view evidence detail within any associated report. Reports include the original list of Evidence Report submissions, all evidence items, all processes applied to related items. Additionally, a section is included to describe any “Holds” that have been placed on an item(s). Whenever access to an Incident is unavailable due to “Confidentiality” settings, evidence items related to the Incident will also be unavailable via the Incident.

6. Incident Court Case Adjudication

- a. A departmental status indicating adjudication can be marked by the appropriate personnel as “Evidence: Authorized for Release”. When this occurs, any items being held for court processing are automatically authorized and marked for release. Within the Property & Evidence query forms, items that have been marked for release can be filtered for easy recognition of available items. Items authorized for release by Incident department status, do not negate other case or user placed holds.

III. Watson Vice Jurisdiction Description

- 1. Watson Vice Jurisdiction utilizes Watson reporting under a separate jurisdiction to protect user access and allow for unique features specific to the vice unit.

Watson Vice Jurisdiction is available for both Windows and Android client versions of Watson. Both versions provide parallel performance and security with symmetrical design for desktops, laptops, and smartphones with variation in usage methodology as the platform dictates. Watson Vice Jurisdiction also includes additional web-based reporting module features for adding/managing case notes and additional documents/images.

2. Key features include:

- a. Full client-side incident/crash report validation (on or off-line) based on TIBRS/TITAN reporting standards.
- b. Wireless uploading of reports
- c. Importing of data to InformRMS™
- d. Consolidated searches of TN DMV, NCIC, NLETS, and local warrant data
- e. Complete audit history
- f. Web-based incident/memo/arrest/crash reporting tools
- g. Web-based administrative tools
- h. Integration with Watson Review (web-based supervisor review and approval tool)
- i. Integration with Photo-taking capabilities of handheld devices with automated image uploads.

3. Watson Vice Jurisdiction is a .Net and Android client/server solution containing the following components:

- a. Microsoft SQL Server data repository
- b. Web service back-end secured in a department DMZ that fulfills all client requests (also interfaces with the SQL Server for data retrieval and storage)
- c. A Windows and Android software client residing on a desktop, laptop, or smartphone. The client interfaces with the web service to perform searches and data synchronization
- d. Web-based security administration & report view
- e. Automated upload to InformRMS™ after report is individually marked for import

1.

2. APPLICATION FEATURES

4. Report Validation

- a. The Watson client software validates each report prior to submission to ensure full departmental compliance. Whenever a required entry is missing, the application displays a message describing the rule violation(s) and indicates which items need attention. Upon notification, the application moves to the first section needing attention and places the cursor in the problematic field (when appropriate). Fields such as dates, social security numbers, and email addresses are validated immediately.

5. Incident Report Editing and Deletions

- a. Un-submitted reports can be edited, but once submitted, the incident

report is marked as read-only until a supervisor has reviewed it. Once reviewed by a supervisor, the report, whether approved or disapproved can be edited by the reporting officer. Additionally, approved reports can be amended by other officers. Reports can only be deleted by the reporting officer prior to submission.

6. Incident Report Submissions and RMS import

- a. The Watson Incident Reporting client uploads pending reports wirelessly from the field while downloading minor client updates from the server when a report is submitted. When a wireless network connection cannot be established, the application holds the un-posted report for future submission. In the event that a wireless connection cannot be established, the device may connect via the department's LAN to complete the process. Once the data is uploaded into the Watson database, it will be marked for review. Unlike the default Watson workflow, an approved report will not be automatically uploaded to the primary jurisdiction database until the report has been approved for export by a user with export approval rights. The export request must be performed on each report prior to import into the primary jurisdiction. A confirmation step is required when designating a report for export to help prevent accidental approvals.

7. Incident Report Expense Records

- a. The Watson Incident Reporting client for Vice will include a section titled "Expenses" within the incident report for related expenses. The expense record will include the following fields: Expense Type, Expense Type Subcategory, Confidential Source Number or Employee Number (for Under Cover officer), Money Out Number, Amount, and Notes. One or more expense records can be added to an Incident report or added as a supplement to the original.

8. Incident Report Printing

- a. Watson Reporting will be utilized to print Incident reports. For the vice jurisdiction, it will allow an incident report to be printed in its entirety or as the original report with the capability of printing each continuation document separately. Although any portion of the existing report could be modified during a supplement, only new portions of a report would be included as part of a continuation/amendment summary on screen. Detailed reports including all modifications and additions are created as PDF documents. Expense items (PC Buys, UC Buys, and other related expenses) will be available for printing. Expenses will not be included in the incident report and are not imported into the primary jurisdiction. From the reporting tool, expense items can be filtered by incident report, CS, investigator, date range, unit

division, and/or type of transaction. Expense item detail can be printed from the web view or downloaded into a spreadsheet for departmental use.

9. Statistical Reporting

- a. A Watson generated report to pull statistics from the VICE program for weekly, monthly, and yearly review. Statistics reporting will be based on the information currently collected in the Watson Vice module and will contain the same items as found in the department's spreadsheet-based reports where practical. The report will be able to give weekly, monthly, quarterly, and yearly statistics with the flexibility of setting specific beginning and end date criteria.

10. Parcel Information

- a. Enhance Vice Events to collect more information on parcel packages so that users can add the location a parcel is shipped from. This feature would provide fields for City and State of the shipper to add to the event in a similar fashion as "Marijuana Origin". A list of frequent cities would be provided with the option to manually add a city as "Other" when it is not available in the list.

11. Arrest Warrant

- a. Allows an officer to populate an arrest warrant from VICE to be printed and signed by a Judge.

12. Seizure Warrant

- a. Allows an officer to create a seizure warrant (three separate documents) that will print out with item detail pulled from VICE. The seizure warrant and all documents will be added to a Vice Event. The forms would be modified to show a list of items, improving readability. When entering a Seizure Warrant, the most recent Search Warrant will be selectable to reduce data entry when appropriate.

13. Case Status

- a. Allow an officer to change the case status and disposition. Both case status and case disposition will be imported into the agency RMS system as part of the Incident import.

14. Case tickler

- a. Allow supervisor to look at what cases have not been updated or had anything added sorted by number of days of inactivity.

15. Scanned Documents

- a. Enhanced capabilities for adding scanned documents and/or images to Watson with descriptive field (not a client application product).

16. Event Narrative and Report Narrative

- a. Allow copying of a narrative without adding a continuation.

EXHIBIT E

1. LICENSE FEE DETAIL

Watson RMS Price Calculator

Includes: Watson RMS features, Incident, Arrest, Memos, Crash Reporting, Ticketing, Master Records, Property & Evidence, Vice, and Master Record Sharing, and State Exports

No of Users 125
No of Custom Reports _____
Modification Hours 133

	Per User	Total	Annual Fees
Existing Annual Support Fees		\$50,781.50	\$50,781.50
RMS Client License *	\$150.00	\$18,750.00	\$2,812.50
Property & Evidence Client License	\$235.00	\$29,375.00	\$4,406.25
Watson Vice Module		\$7,800.00	\$1,170.00
Mobile Printout w PDF (requires network)		\$5,000.00	\$750.00
Reports/Features (to be determined)	\$150.00	\$19,950.00	\$2,992.50
Configuration and Setup		\$3,995.00	
Training		\$3,000.00	
Incident Import from InformRMS**		\$25,000.00	
Property & Evidence Import from InformRMS***		\$10,000.00	
State TIBRS Export	6.65/mo (first 5 users) \$1.95/user	\$3,207.00	\$1,603.50
		\$176,858.50	\$64,516.25

- The above pricing is valid for 120 days beginning on 9/11/2023.

* Includes Watson RMS Version 2.0 feature set

** One time Incident/Memo/Arrest Import from InformRMS

- Watson Incidents will be replaced by reports from InformRMS

- Any Incident/Memo/Arrest reports from InformRMS not in Watson will be added

*** One time Property & Evidence Import from InformRMS

2. PAYMENT SCHEDULE FOR LICENSE AND SERVICE FEES:

- a. Customer agrees to pay Software and Service Fees after completion of milestones described below. DataDriven agrees to invoice City after the completion of each milestone and after City has received from the Kingsport Police Department written acceptance of DataDriven's work performed under the applicable completion date.

- b. The milestones are:
- i. Milestone 1 – Contract Execution – DataDriven submits invoice to City for processing. City agrees to pay 25% (\$31,519.25) of the total license and service fees to DataDriven within thirty (30) days.
 - ii. Milestone 2 – End of Test Period (Delivery of Software and Documentation, Installation of Software) – DataDriven submits invoice to City for processing. City agrees to pay 65% (\$81,950.05) of the total license and service fees after completion of the Test Period.
 - iii. Milestone 3 – Final Acceptance – Upon completion of the Final Acceptance Period described in Section 9, DataDriven begins the one (1) year warranty and submits invoice to City for processing. City agrees to pay 10% (\$12,607.70) of the total license and service fees after completion of the Final Acceptance.
- c. DataDriven may invoice City for the above amounts after completion and acceptance of each milestone as described above.

Invoices are to be submitted to City at the following address:

CONTACT PERSON OR TITLE

Kingsport Police Department
Attn: Tom Wayt
415 Broad Street
Kingsport, TN 37660

City is to send payments to DataDriven at the following address:

DataDriven, LLC.
7953 Stage Hills Blvd., Suite 108
Bartlett, TN 38133

- z) 3. TIMELINE
- a. DataDriven will provide the above Watson RMS, Watson Property & Evidence, and Watson Vice with imports within 120 days of contact execution. Features and Enhancements development requires a separate Statement of Work (SOW) approved and signed by both the City and DataDriven. Timeline for any Features and Enhancements development will be specified within a SOW.



KINGSPORT POLICE DEPARTMENT

MEMORANDUM

TO: Brent Morelock, Procurement Manager

FROM: Thomas M. Wayt Jr., Lieutenant Administration

RE: Data-Driven Amendment

DATE: September 12, 2023

The Kingsport Police Department has utilized Data-Driven software for field-based incident reporting, crash reporting, and ticketing since 2009. During this timeframe, Data-Driven has provided stellar service, and their product is a highly advantageous software package for accurate and efficient reporting. Since 2009, Data-Driven has continued to upgrade its product, further enhancing its software's efficiency and effectiveness, and its software is proprietary to Data-Driven. We received an amendment to our agreement from Data-Driven that would significantly improve our existing Data-Driven software by enabling many features within their software for One Hundred Twenty-Six Thousand, Seventy-seven AND 00/100 (\$126,077) dollars. Given their work history with the Kingsport Police Department, they are familiar with our systems, information technologies staff, and current setup. They can ensure compatibility remains in place with our systems. Therefore, to maintain continuity and compatibility, the police department will not seek additional quotes to perform this work.



*what drives
your enterprise?*

7953 Stage Hills Blvd · Suite 108 · Bartlett, TN 38133 · 901.257.3282 ·
Fax 901.380.9054

September 12, 2023

To Whom It May Concern:

Watson RMS and Advanced Reporting is an upgrade with additional features to the Watson Field Reporting Suite as a uniquely designed enhancement that is not currently available from any other vendor. Implementing the Watson RMS module will not require an addition to or replacement of the Watson application's databases. Also, the current Watson report entry applications will not require replacement, as they are designed to work as entry tools for RMS reporting or field-only entry. Kingsport Police Department has utilized the Watson Field Reporting Suite for Incident, Arrest, Memo, Crash reporting, and Ticketing as well as DMV/NCIC person and vehicle queries since 2009. The Kingsport Police Department also utilizes Watson's Master Records and various Watson exports and imports with other in-house and vendor's products.

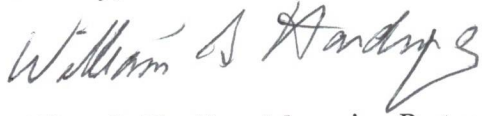
The statement below demonstrates the uniqueness of Watson RMS upgrade:

The Watson RMS upgrade shares a single data repository with: Watson Incident (including Arrests and Memos), Watson Crash, Watson Ticketing, Watson DMV/NCIC inquiry, Watson Security, and Watson Reporting. The upgrade is uniquely designed to share and utilize information provided by other Watson modules making the interconnectivity and reporting capabilities of Watson RMS seamless. Although the Watson Field Reporting Suite has a limited one-way export to the InformRMS product from Central Square, there is no other RMS product with integration to the Watson data repository. Since Watson Field Reporting does export to other RMS products, the Watson RMS system is the only RMS system which can fully integrate with Watson Field Reporting Suite. The Watson Field Reporting Suite and Watson RMS module has unique capabilities not available from other vendors:

- Full client-side validation of all reports available on Windows PC and Android (for tablets and phones). Validations include TIBRS, TDOS, and departmental and court requirements.
- Full reporting capabilities on each platform with enhanced integration of Android Phone and Tablet capabilities, namely, portable signature capture, camera, GPS, and voice recording.
- Advanced TIES inquiry parsing.

DataDriven, LLC has no licensed resellers of the Watson Field Reporting Suite, therefore, is the sole source for all Watson Law Enforcement products.

Sincerely,

A handwritten signature in black ink that reads "William S. Harding". The signature is written in a cursive style with a large, sweeping flourish at the end.

William S. Harding, Managing Partner
DataDriven, LLC.



Jason E. Mumpower
Comptroller

Report On Debt Obligation

Entity and Debt Information		
Entity Name		
City of Kingsport		
Entity Address		
415 Broad Street Kingsport, Tennessee 37660		
Debt Issue Name		
General Obligation Public Improvement Bonds, Series 2023		
Debt Issue Face Amount		
\$61,945,000.00		
Face Amount Premium or Discount?	Premium Amount	
Premium	\$1,610,518.75	
Tax Status		
Tax - Exempt		
Interest Type	True Interest Cost (TIC)	
True Interest Cost (TIC)	4.103338%	
Debt Obligation		
Bond		
Moody's Rating	Standard & Poor's Rating	Fitch Rating
Aa2	AA	Unrated
Other Rating Agency Name	Other Rating Agency Rating	
N/A	N/A	
Security		
General Obligation		
Type of Sale Per Authorizing Document		
Competitive Bid		
Dated Date	Issue/Closing Date	Final Maturity Date
8/25/2023	8/25/2023	3/1/2053

Item XIII.2.

Debt Purpose

Purpose	Percentage	Description
General Government	66%	various public works projects
Utilities	34%	water and sewer system
Education	0%	N/A
Other	0%	N/A
Refunding	0%	N/A

Cost of Issuance and Professionals

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Financial Advisor Fees	\$85,000.00	N/A	Raymond James & Associates, Inc.
Legal Fees - Bond Counsel	\$45,000.00	N/A	Adams and Reese LLP
Rating Agency Fees	\$85,500.00	N/A	Moody's; S&P
Underwriter's Discount %	0.69742%	N/A	Wells Fargo Bank National Association
Printing and Advertising Fees	\$1,500.00	N/A	I-Deal Prospectus
Paying Agent Fees	\$750.00	.001211	U.S. Bank Trust Company, National Association
Cusip	\$1,075.00	N/A	Cusip
TOTAL COSTS	\$218,825.00		

Maturity Dates, Amounts, and Interest Rates

Year	Amount	Interest Rate
2025	\$1,040,000.00	5.000
2026	\$1,090,000.00	5.000
2027	\$1,145,000.00	5.000
2028	\$1,200,000.00	5.000
2029	\$1,265,000.00	5.000
2030	\$1,325,000.00	5.000
2031	\$1,390,000.00	5.000
2032	\$1,460,000.00	5.000
2033	\$1,535,000.00	5.000
2034	\$1,610,000.00	5.000
2035	\$1,690,000.00	5.000
2036	\$1,780,000.00	5.000
2037	\$1,870,000.00	5.000
2038	\$1,960,000.00	5.000
2039	\$2,060,000.00	5.000
2040	\$2,160,000.00	4.000
2041	\$2,250,000.00	4.000
2042	\$2,330,000.00	4.000
2043	\$2,430,000.00	4.000
2044	\$2,520,000.00	4.000
2045	\$2,630,000.00	4.000
2046	\$2,735,000.00	4.000
2047	\$2,840,000.00	4.000
2048	\$2,955,000.00	4.000
2049	\$3,075,000.00	4.000
2053	\$13,600,000.00	4.125

Item XIII.2.

See final page for Submission Details and Signatures

Item XIII.2.

Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>?

Yes

Name and title of individual responsible for posting continuing disclosure information to EMMA

Lisa E. Winkle, City Recorder/CFO

Signature - Chief Executive or Finance Officer of the Public Entity

Name

Patrick W. Shull

Title/Position

Mayor

Email

PatrickShull@kingsporttn.gov

Alternate Email

N/A

Signature - Preparer (Submitter) of This Form

Name

Cynthia M. Barnett

Title/Position

Partner

Email

cindy.barnett@arlaw.com

Alternate Email

N/A

Relationship to Public Entity

Bond Counsel

Organization

Adams and Reese LLP

Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

Verify Form Accuracy

Date to be Presented at Public Meeting

09/19/2023

Date to be emailed/mailed to members of the governing body

08/25/2023

Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.