



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, August 20, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

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

VI. COMMENT

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

VII. APPOINTMENTS

- [1.](#) Consideration of Appointment of City of Kingsport Municipal Judge (AF-242-2024) (Mayor Shull)
- [2.](#) Consideration of Appointment to the Historic Zoning Commission (AF-243-2024) (Mayor Shull)

VIII. APPROVAL OF MINUTES

- [1.](#) August 5, 2024 - Work Session
- [2.](#) August 6, 2024 - Business Meeting

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

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance to Amend the Stormwater Management Ordinance to Meet the 2024 Small Municipal Separate Storm Sewer System (MS4) Permit Issued by the Tennessee Department of Environment and Conservation (TDEC) (AF-190-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Budget Ordinance for Various Funds FY24 (AF-227-2024) (Chris McCartt)
- [3.](#) Consideration of a Budget Ordinance for Various Funds FY25 (AF-229-2024) (Chris McCartt)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Purchase One (1) CAT 420 Backhoe Loader & One (1) CAT 306 Mini Excavator from TN State Contract # 72872 (AF-230-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution to Donate to the Friends of the Kingsport Public Library (AF-236-2024) (Michael T. Borders)
- [3.](#) Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Teacher Laptops from Dell Marketing LP (AF-233-2024) (David Frye)

- [4.](#) Consideration of a Resolution to Award the Bid to Construction Partners, LLC for the Water and Sewer Warehouse Renovations (AF-240-2024) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Ulliance to Implement an Employee Assistance Program (EAP) (AF-215-2024) (Tyra Copas)
- [6.](#) Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply for and Accept a Section 5307 Operations and Capital Grant from the Federal Transit Administration and U.S. Department of Transportation for FY 2024-2025 (AF-232-2024) (Candace Sherer)
- [7.](#) Consideration of a Resolution to Approve a Sublease Between the Kingsport Economic Development Board and the City of Kingsport for Space at the Fort Henry Mall (AF-245-2024) (Michael T. Borders)
- [8.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 Capital Grant from the Federal Transit Administration (FTA) for Transit Vehicles from the U.S. Department of Transportation (AF-239-2024) (Candace Sherer)
- [9.](#) Consideration of a Resolution to Approve the Public Declaration Letter to the Federal Aviation Association for Drone Use by City Departments (AF-241-2024) (Floyd Bailey)
- [10.](#) Consideration of a Resolution Ratifying the Mayor's Signature on the TDOT Agreement Amendment 2 for Main Street Redevelopment Project (AF-234-2024) (Ryan McReynolds)
- [11.](#) Consideration of a Resolution Adopting the ARCH Written Standards for the Emergency Solutions Grant (ESG) as a Condition of Receiving the 2024 THDA ESG Award (AF 228-2024) (Michael Price)
- [12.](#) Consideration of a Resolution to Award the Construction Contract to Preston Construction Co. for the Justice Center New Expansion and Renovation Project (AF-235-2024) (Ryan McReynolds)

XII. CONSENT AGENDA

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XIV.ADJOURN



AGENDA ACTION FORM

Consideration of Appointment of City of Kingsport Municipal Judge

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

Action Form No.: AF-242-2024
Work Session: August 19, 2024
First Reading: N/A
Final Adoption: August 20, 2024
Staff Work By: Mayor Shull
Presentation By: Mayor Shull

Recommendation:
Approve appointment.

Executive Summary:
With the resignation of S. Curtis Rose, it is recommended to appoint Russell W. Adkins as the Municipal Judge for the City of Kingsport. If approved by the Board of Mayor and Aldermen, he will fulfill and unexpired term effective August 21, 2024 through December 31, 2025.

Attachments:
1. Russell W. Adkins Resume

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



WILSON WORLEY
— ATTORNEYS AT LAW —

July 26, 2024

Mayor Patrick W. Shull
Kingsport City Hall
415 Broad Street
Kingsport, TN 37660

Via E-Mail: reneemcbryar@kingsporttn.gov

Re: Application for Appointment to City Judge Position

Dear Mayor Shull:

I am writing to apply for appointment to the vacant City Judge position.

I attach biographical information outlining my legal experience. My greatest strength is my familiarity with the courtroom. I have been blessed with 34 years trying cases of many varieties. As a young lawyer, I "cut my teeth" representing the City before City Judge Frank Gibson. My practice has focused on litigation in Circuit, Chancery and federal courts and, more recently, mediation. I am certified as a civil trial specialist by the National Board of Trial Advocates, and I was honored to be invited to join the American Board of Trial Advocacy ("ABOTA"), in which I remain active.

I also remain active in the Kingsport community. I have served as a member of multiple community boards, and as President/Chair of the Kingsport Bar Association, the Rotary Club of Kingsport, KOSBE, the YMCA, the Boys and Girls Club and Petworks Animal Services. My most rewarding volunteer work, though, was with Kingsport Parks & Recreation, where I coached youth basketball, tee-ball and baseball for over fifteen years.

At this stage of my career, I am looking for new and rewarding experiences, and this opportunity would be a good fit.

I will be happy to discuss the position at your convenience.

Sincerely,

Russell W. Adkins

2021 Meadowview Lane • 2nd Floor, Eastman Credit Union Building • Kingsport, TN 37660
P.O. Box 88 • Kingsport, TN 37662-0088 • 423.723.0400 • Fax: 423.723.0429 • wilsonworley.com

INCORPORATION
Item VII 1.

Russell (Russ) W. Adkins

Shareholder



Russ Adkins' practice includes business, probate and contract litigation, personal injury litigation for both plaintiffs and defendants, medical malpractice defense, and workers' compensation. He is certified as a Civil Trial Specialist by the National Board of Trial Advocacy, and was recertified in 2022. He is also listed with the Tennessee Supreme Court Commission on Alternative Dispute Resolution as a Rule 31 Mediator. Adkins has over 30 years of experience handling complex cases in state and federal courts.

He has successfully tried jury and non-jury cases of many varieties, including medical malpractice, will contests, premises liability, personal injury, and employment and noncompete agreements.

Professional Activities & Honors

- Listed in Mid-south Super Lawyers 2014-present
- Board Certified in Civil Trial Advocacy by National Board of Trial Advocacy
- Tennessee Supreme Court Rule 31 Listed General Civil Mediator
- Kingsport Bar Association (Past President)
- Petworks Animal Services, Inc. (Past President)
- Kingsport Office of Small Business and Entrepreneurship (Past Chair)
- Rotary Club of Kingsport (Past President)
- Boys & Girls Club of Greater Kingsport (Past President)
- Greater Kingsport Family YMCA (Past President)
- Kingsport Area Chamber of Commerce (Past Board of Directors)
- Past Executive Counsel, Tennessee Bar Association Tort & Insurance Practice Section

Representative Published Cases & Publications

- *Lawson v. Hawkins County*, 661 S.W.3d 54 (Tenn. 2023)
- *Linkous v. Lane*, 276 S.W.3d 917 (Tenn.Ct.App. 2008)
- *Sampson v. Wellmont Health System*, 228 S.W.3d 124 (Tenn. Ct. App. 2007)
- *Frye v. Blue Ridge Neuroscience Center, P.C.*, 70 S.W.3d 710 (Tenn.Ct.App. 2002)
- *Fain v. O'Connell*, 909 S.W.2d 790 (Tenn. 1995)
- *Cross v. McCurry*, 859 S.W.2d 349 (Tenn.Ct.App. 1992)
- Baumrucker SJ, Adkins RW, Stolick M, VandeKieft G, Schmidt LS, Mingle P. *Surrogates with conflicting interests: who makes the decision?* *Am J Hosp Palliat Care*. 2012 Sep;29(6):497-500. doi: 10.1177/1049909112451104. Epub 2012 Jul 9. PMID: 22777406.
- Baumrucker S, Schmidt L, Stolick M, Adkins R, Carter G, Oertli K, *Ethics Roundtable: Can Health Care Mandate Drug Rehabilitation as a Precondition for Treatment?* *Home Health Care Management & Practice* 25(2) 84-89 (April 2013).
- Baumrucker SJ, Oertli RK, Stolick M, McCall-Burton M, Schmidt LS, Adkins RW, VandeKieft G. *Whose "Best Interests" Are at Stake?* *Am J Hosp Palliat Care*. 2013 Jul 17. PubMed PMID: 23869028.
- Baumrucker SJ, Hutchinson L, Stolick M, Carter GT, Oertli RK, Schmidt LS, Adkins RW. *"Life Support After Brain Death."* *Am J Hosp Palliat Care*. 2014 Apr 11. PubMed PMID: 24728203.
- Baumrucker SJ, Hutchinson L, Oertli RK, Stolick M, Adkins RW, VandeKieft G. *"The Partial Code Blue."* *Am J Hosp Palliat Care*. 2014 Jul 11. PubMed PMID: 25015067.
- Baumrucker SJ, York P, Stolick M, VandeKieft G, Hutchinson L, Adkins RW, Rashid S, Winiger D. *"Autonomy and Withdrawal of Treatment in a Patient With Depression."* *Am J Hosp Palliat Care*. 2018.
- Baumrucker SJ, Carter GT, Stolick M, York P, Hutchinson L, Winiger D, Adkins RW. *"Critically Ill Patient Leaving Against Medical Advice."* *Am J Hosp Palliat Care*. 2018.
- Baumrucker SJ, Stolick M, Hutchinson L, Eastridge A, Devereux L, Adkins RW, Carter GT. *Death or Damnation: Surrogacy and Religious Beliefs.* *Am J Hosp Palliat Care*. 2019 Aug;36(8):740-745. doi: 10.1177/1049909118823189. Epub 2019 Jan 16. PMID: 30650983.
- Baumrucker SJ, Carter GT, McCall-Burton M, Stolick M, Oertli KA, Schmidt LS, Adkins RW. *Suicide and Self-Determination.* *Am J Hosp Palliat Care*. 2016 Sep;33(8):807-12. doi: 10.1177/1049909115577933. Epub 2015 Mar 23. PMID: 25804216.
- Baumrucker SJ, Macmillan PJ, Stolick M, Adkins RW, Carter GT, York P. *Ethics Roundtable: "Cost and the Non-Adherent Patient"*. *Am J Hosp Palliat Care*. 2018 Mar;35(3):555-559. doi: 10.1177/1049909117697710. Epub 2017 Mar 13. PMID: 28285541.
- Baumrucker SJ, Carter GT, Stolick M, York P, Hutchinson L, Winiger D, Adkins RW. *Critically Ill Patient Leaving Against Medical Advice.* *Am J Hosp Palliat Care*. 2018 Nov;35(11):1461-1466. doi: 10.1177/1049909118767664. Epub 2018 Apr 5. PMID: 29621891.
- Baumrucker SJ, York P, Stolick M, VandeKieft G, Hutchinson L, Adkins RW, Rashid S, Winiger D. *Autonomy and Withdrawal of Treatment in a Patient With Depression.* *Am J*

- Hosp Palliat Care*. 2018 Jun;35(6):908-914. doi: 10.1177/1049909117735308. Epub 2017 Oct 15. PMID: 29034689.
- Baumrucker SJ, Stolick M, Hutchinson L, VandeKieft G, Cullop A, Meade EF, Adkins RW. Decision-Making on a Deadline: Tracheostomy, Nutrition, and Autonomy. *Am J Hosp Palliat Care*. 2018 Oct;35(10):1355-1361. doi: 10.1177/1049909118760782. Epub 2018 Mar 8. PMID: 29514482.
 - Baumrucker SJ, Carter GT, Adkins RW, Stolick M, McCall-Burton M, Schmidt LS, Oertli RK. The deathbed confession. *Am J Hosp Palliat Care*. 2014 Aug;31(5):576-80. doi: 10.1177/1049909113495708. Epub 2013 Aug 8. PMID: 23928075.
 - Baumrucker SJ, Easterday J, Stolick M, McCall-Burton M, Adkins RW, Winiger D, Cook C. Ethics Roundtable : Parental Autonomy and the Minor Patient. *Am J Hosp Palliat Care*. 2017 Apr;34(3):287-292. doi: 10.1177/1049909115608812. Epub 2016 Jul 11. PMID: 26475460.
 - Baumrucker SJ, Schmidt LS, Stolick M, Adkins RW, Oertli RK, McCall-Burton M, VandeKieft G. The allegedly abusive surrogate. *Am J Hosp Palliat Care*. 2015 Feb;32(1):112-6. doi: 10.1177/1049909113507125. Epub 2013 Oct 4. PMID: 24097837.
 - Baumrucker SJ, Oertli RK, Stolick M, McCall-Burton M, Schmidt LS, Adkins RW, VandeKieft G. Whose "best interests" are at stake? *Am J Hosp Palliat Care*. 2014 Sep;31(6):685-91. doi: 10.1177/1049909113495709. Epub 2013 Jul 17. PMID: 23869028.
 - Baumrucker SJ, Vogel WH, Stolick RM, Adkins RW, Holland H, VandeKieft G, Eastridge A. A Mother in Jeopardy: The Ethics of Pregnancy and Chemotherapy. *Am J Hosp Palliat Care*. 2020 Jan;37(1):72-78. doi: 10.1177/1049909119846861. Epub 2019 Apr 28. PMID: 31030526.
 - Baumrucker SJ, Hutchinson L, Oertli RK, Stolick M, Adkins RW, VandeKieft G. The partial code blue. *Am J Hosp Palliat Care*. 2015 Dec;32(8):890-4. doi: 10.1177/1049909114540790. Epub 2014 Jul 11. PMID: 25015067.
 - Baumrucker SJ, Hutchinson L, Stolick M, Carter GT, Oertli K, Schmidt LS, Adkins RW. Life Support After Brain Death. *Am J Hosp Palliat Care*. 2015 Sep;32(6):672-8. doi: 10.1177/1049909114528065. Epub 2014 Apr 11. PMID: 24728203.
 - Baumrucker SJ, Vogel WH, Stolick RM, Adkins RW, Holland H, VandeKieft G, Eastridge A. A Mother in Jeopardy: The Ethics of Pregnancy and Chemotherapy. *Am J Hosp Palliat Care* 2020, Vol. 37(1): 72-78.

Professional Affiliations

- American Board of Trial Advocates
- Tennessee Bar Association
- Kentucky Bar Association



AGENDA ACTION FORM

Consideration of Appointment to the Historic Zoning Commission

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

Action Form No.: AF-243-2024
 Work Session: August 19, 2024
 First Reading: N/A
 Final Adoption: August 20, 2024
 Staff Work By: Ken Weems
 Presentation By: Mayor Shull

Recommendation:
 Approve appointment.

Executive Summary:
 It is recommended to appoint Lindsey Nieuwland to the Historic Zoning Commission replacing Scott Schrieffer.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of seven members: one representative of a local patriotic or historical organization, one architect, one Planning Commission representative, and four at-large members. Terms are five years with no term limit.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/24	1	At-large
Chip Millican	6/30/25	Fulfilling unexpired term	Planning Comm. Rep.
Jewell McKinney	6/30/26	4	Historian
Jack Edwards	6/30/26	1	A-large
Dineen West	6/30/27	3	Architect
Scott Schrieffer	6/30/25	resigned	At-large
Joe Cross	6/30/28	1	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Bob Grygotis	6/30/29	1	At-large
Chip Millican	6/30/25	Fulfilling unexpired term	Planning Comm. Rep.
Jewell McKinney	6/30/26	4	Historian
Jack Edwards	6/30/26	1	A-large
Dineen West	6/30/27	3	Architect
Lindsey Nieuwland	6/30/25	Fulfill unexpired term	At-large
Joe Cross	6/30/28	1	At-large

Attachments:
 1. Lindsey Nieuwland Survey Application

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

6/13/2024 11:52:50

lindsey@belmeadedesigns.com

Lindsey Nieuwland

1325 Belmeade Drive, Kingsport TN 37664

4236772084

I love Kingsport and I want to help keep this a great place to live and raise my children!

Chamber of Commerce Intern, Miss Kingsport 2008

Communication, Strategy, Consensus Building

Bays Mountain Park Commission, Board of Zoning & Appeals, Historic Zoning Commission



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 05, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

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

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

III. **DISCUSSION ITEMS**

1. **Stormwater Ordinance and Manual** - Mary Halley, WSP

Deputy City Manager Ryan McReynolds introduced Mary Halley and the background on this item. Ms. Halley gave a presentation on historical data on the MS4 permit program and the regional partnership. She then discussed the stormwater rules change process and the correlating ordinances that will need to be updated to align with the changes. There was some discussion throughout as she answered questions. She explained the goal is for the city to establish a standard for stormwater quality and design when approving a plan and once it is approved it must be adhered to through construction, maintenance and life of the project.

IV. **REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the August 6, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 5, 2024 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XI.1 Consideration of a Resolution Approving the 2024 Amendment to the Tennessee State-Subdivision Opioid Abatement Agreement and Authorizing the Mayor to Execute a Subdivision Participation Agreement Relative to the Kroger Co Settlement (AF-221-2024) City Attorney Rowlett explained other entities have to opt in before this item can move forward, pointing out it's still not a guarantee the city will receive anything. City Recorder/Treasurer Winkle provided further details regarding the payment schedule.

XI.4 Consideration of a Resolution to Enter into an Engineering Agreement with CDM Smith for Wastewater Treatment Plant Headworks Assessment (AF-217-2024) Deputy City McReynolds gave details on this item saying CDM will provide options for the city to choose the best scenario to move forward.

XI.7 Consideration of a Resolution to Amend and Expand the Riverbend Redevelopment District and Approve Tax Increment Financing for The Arbor Townhome Project (AF-200-2024) Assistant City Manager Harmon presented this item and provided a history of this property since it first came to the board in 2015 and the two parcels that are being recommended to add. She talked about the new development project "The Arbor" which consisted of 92 town homes and three new public streets in addition to two significant public improvements at a \$500,000 value consisting of a public parking and a private stormwater line to alleviate flooding. She also gave details on the TIF value and Mr. McReynolds provided further details on the risk for the city.

V. ITEMS OF INTEREST

1. Sales Tax Report

2. Projects Status Report

VI. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 6:02 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 06, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Girl Scout Troop #1088.
- III. **INVOCATION** led by Alderman Montgomery.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Chancellor's Award Presented to the City of Kingsport** - Dr. Jeff McCord, NESCC
 2. **Proclamation: National Farmers Market Week** - Alderman Duncan
- VI. **COMMENT** Mayor Shull invited citizens in attendance to speak. The following individuals came forward to comment and the mayor closed the public comment section.

Misty Peters. Ginger Smith, Jeff Kiser, Joe Brock, Madison Cross and Stephanie Hale made comments regarding the issue of homelessness.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

VII. APPOINTMENTS *(These items are considered under one motion.)*

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

Passed: All present voting "aye."

1. **Consideration of Appointments to the Public Art Committee** (AF-224-2024) (Mayor Shull)
APPOINT CASSIDY LESTER TO FULFILL THE UNEXPIRED TERM OF SCOTT EDDLEMON EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2026; REAPPOINT JOSEPH MAYE AND JENNIFER ADLER TO A SECOND TERM AND JOSH REID FOR A THIRD TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2027
2. **Consideration of Appointments to the Tree Advisory Board** (AF-225-2024) (Mayor Shull)
REAPPOINT DENISE ISAACS FOR A FOURTH TERM, DAVID WILLIAMS FOR A FIFTH TERM, TIMOTHY MARTIN FOR A SIXTH TERM AND DAN WERNICK FOR A TENTH TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2026
3. **Consideration of Appointment to the Historic Zoning Commission** (AF-226-2024) (Mayor Shull)
APPOINT BOB GRYGOTIS EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2029

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

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

Passed: All present voting "aye."

1. **July 15, 2024 - Work Session**
2. **July 16, 2024 - Business Meeting**

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

1. **Public Hearing and Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals** (AF-222-2024) (Ken Weems) Alderman Cooper asked for clarification on putting murals on private property to which Mr. Weems stated it had to be in the business district. Danny Collier, 721 midfield avenue commented during the public hearing regarding the possible contradiction of prohibiting public speech. Mr. McCartt suggested tabling since this is the second time it has come to the board with questions.

Motion made by Vice Mayor George, Seconded by Alderman Olterman to table the item.

Passed All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 38, ARTICLE III STORMWATER MANAGEMENT; TO PROVIDE A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of a Budget Adjustment Ordinance for Various Funds in FY 2024 (AF-227-2024) (Chris McCartt)**

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

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

Passed: All present voting "aye."

- 4. Consideration of a Budget Adjustment Ordinance for Various Funds in FY 2025 (AF-229-2024) (Chris McCartt)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

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

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of an Ordinance to Amend Zoning of Tax Map 077H, Parcel 001.10 and a Portion of Parcel 002.00 Located Along Riverbend Drive from the B-4P, Planned Business District to PD, Planned Development District (AF-199-2024) (Jessica McMurray)**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

ORDINANCE NO. 7165 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG RIVERBEND DRIVE FROM THE B-4P, PLANNED BUSINESS DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

- 2. Consideration of a Budget Ordinance for Various Funds FY25 (AF-207-2024) (Chris McCartt)**

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

ORDINANCE NO. 7166 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of an Ordinance to Amend the FY 2025 General Purpose School Fund Budget (AF-210-2024) (David Frye)**

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

ORDINANCE NO. 7167 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

XI. OTHER BUSINESS

- 1. Consideration of a Resolution Approving the 2024 Amendment to the Tennessee State-Subdivision Opioid Abatement Agreement and Authorizing the Mayor to Execute a Subdivision Participation Agreement Relative to the Kroger Co Settlement (AF-221-2024) (Chris McCartt)**

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

RESOLUTION NO. 2025-022 A RESOLUTION AUTHORIZING THE CITY OF KINGSFORT TO JOIN WITH THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE- SUBDIVISION OPIOID ABATEMENT AGREEMENT; APPROVING THE RELATED SETTLEMENT AGREEMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 2. Consideration of a Resolution to Award the Bid to Traxon Construction, Inc., for the Waterline Upgrades for the Sullivan County Water Project and Authorize the Mayor to Sign All Applicable Documents (AF-218-2024) (Ryan McReynolds)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

RESOLUTION NO. 2025-023 A RESOLUTION AWARDING THE BID FOR WATERLINE UPGRADE FOR THE SULLIVAN COUNTY WATER PROJECT TO TRAXON CONSTRUCTION, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5307 TDOT Capital Grant Matching Contract for Transit Vehicle Replacements in the KATS Fleet (AF-209-2024) (Candace Sherer)**

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

RESOLUTION NO. 2025-024 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO ACCEPT MATCHING SECTION 5307 CAPITAL GRANT FUNDS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Enter into an Engineering Agreement with CDM Smith for Wastewater Treatment Plant Headworks Assessment (AF-217-2024) (Ryan McReynolds)**

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2025-025 A RESOLUTION APPROVING AN AGREEMENT WITH CDM SMITH FOR A WASTEWATER TREATMENT PLANT HEADWORKS ASSESSMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 5. Consideration of a Resolution to Cancel Services with Verizon Connect for GPS Services and Utilize Samsara, Inc. Through the TN State Contract (AF-223-2024) (Ryan McReynolds)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

RESOLUTION NO. 2025-026 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO CANCEL GPS SERVICES WITH VERIZON CONNECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR GPS SERVICES FROM SAMSARA, INC. UTILIZING TENNESSEE STATE CONTRACT NO.: 71019

Passed: All present voting "aye."

- 6. Consideration of a Resolution to Apply for and Receive Tennessee State Library & Archives (TSLA) Construction Grant (AF-220-2024) (Michael T Borders)**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

RESOLUTION NO. 2025-027 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE STATE LIBRARY AND ARCHIVES CONSTRUCTION GRANT

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Amend and Expand the Riverbend Redevelopment District and Approve Tax Increment Financing for The Arbor Townhome Project (AF-200-2024) (Jessica Harmon)**

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

RESOLUTION NO. 2025-028 A RESOLUTION APPROVING THE REDEVELOPMENT PLAN AND TAX INCREMENT FINANCING AMENDMENT FOR THE RIVERBEND REDEVELOPMENT DISTRICT FOR THE ARBOR TOWNHOME PROJECT AREA

Passed: All present voting "aye" except Vice Mayor George voting "nay" Alderman Cooper who abstained.

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

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

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

- 1. Consideration of a Resolution Approving a Memorandum of Understanding with Kingsport City Schools as Required by the State of Tennessee School Resource Officer (SRO) Program Grant (AF-213-2024) (Chief Phipps)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

RESOLUTION NO. 2025-029 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH KINGSFORT CITY SCHOOLS AS REQUIRED BY THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER (SRO) PROGRAM GRANT

- 2. Consideration of a Resolution Authorizing the Application for Funding through the Tennessee State Museum Capital Maintenance and Improvements Grant (AF-216-2024)**
(Michael Price)

RESOLUTION NO. 2025-030 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE STATE MUSEUM CAPITAL MAINTENANCE AND IMPROVEMENT GRANT

- 3. Consideration of a Resolution to Approve Addendum 11 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-212-2024)** (David Frye)

RESOLUTION NO. 2025-031 A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

- 4. Consideration of a Resolution to Accept Donation of Various Items from Friends of Allandale (AF-208-2024)** (Michael Borders)

RESOLUTION NO. 2025-032 A RESOLUTION ACCEPTING A DONATION OF VARIOUS ITEMS FROM THE FRIENDS OF ALLANDALE

- 5. Consideration of a Resolution to Apply for and Receive State Board Programming Regrant (AF-219-2024)** (Michael T. Borders)

RESOLUTION NO. 2025-023 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A STATE BOARD PROGRAMMING REGRANTS FROM THE TENNESSEE HISTORICAL RECORDS ADVISORY BOARD

XIII. COMMUNICATIONS

- 1. City Manager** None.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 6, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

2. Mayor and Board Members

Alderman Duncan expressed his appreciation for the support in the election and offered congratulations to Mayor Elect Montgomery, noting the friendship within the race and campaign in Kingsport. He stated this weekend is the tomato fest at the Farmers Market. Alderman Cooper commented on the library project moving forward. She also stated this is the last week to get season tickets for the DB football games. Alderman Montgomery stated he was humbled by the vote and support of the citizens. He stated Vice-Mayor George ran an excellent race and he has the utmost respect for her. He did point out August was hot, and the election should be moved back to May. Mr. Montgomery thanked city staff for their work on Funfest going off without a hitch. Lastly, he mentioned the walking club starts tomorrow at the mall for senior citizens, and he also noted the second annual Walk and Wag had 65 dogs who walked their best friends on the greenbelt. Alderman Phillips expressed appreciation for being re-elected and spoke in response to the comments made at the beginning of the meeting and the possible motivation behind them. He listed the many resources that are available downtown for food and shelter for those who can follow the rules. He requested the City Manager to have KHRA come back and present to the board the progress they have made in the last six months. Alderman Olterman concurred with Alderman Phillips' comments. He also stated it's going to be a rough year for the Indians. Vice-Mayor George congratulated Alderman Montgomery, Alderman Duncan and Alderman Phillips and also welcomed Morris Baker to the board, noting she was pleased with the citizens and those who participated in the election. She pointed out there needs to be a list of resources to hand out to groups who come to speak in regard to the homeless issue. She stated she appreciated the work of city staff regarding Funfest, noting the day after the concert you can't even tell that many people were there. Mayor Shull agreed with the comments made by Alderman Phillips and talked about his weekly email that began during the pandemic, noting the homeless issue has been addressed several times. He pointed out the statements made were not completely factual and mentioned the steps that have been made over the last few years to address the issue.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:27 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Item VIII.2.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the Stormwater Management Ordinance to Meet the 2024 Small Municipal Separate Storm Sewer System (MS4) Permit Issued by the Tennessee Department of Environment and Conservation (TDEC)

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

Action Form No.: AF-190-2024
Work Session: August 5, 2024
First Reading: August 6, 2024
Final Adoption: August 20, 2024
Staff Work By: Will Stallard
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance

Executive Summary:
TDEC issued a new statewide Small MS4 permit in 2022 with direction to existing MS4 permittees to have full legal implementation of the changes it encompassed by September 1, 2024. The Utility Department worked with WSP Consulting Engineers and the cities of Johnson City, Bristol and Elizabethton to update the existing Stormwater Ordinance to the new requirements of the Small MS4 permit and to “regionalize” its content. This proposed Ordinance is the result of that effort.

City staff recommends adopting this updated Ordinance which meets TDEC’s Small MS4 permit requirements and regionalizes Stormwater Ordinances between the Tri-City MS4’s.

Attachments:
1. Stormwater Management Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 38, ARTICLE III STORMWATER MANAGEMENT; TO PROVIDE A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, in order to regulate stormwater drainage and treatment facilities, erosion prevention and sediment control, illicit discharge, grading, excavation, clearance, and other alteration of land in order to limit the dangers of personal injury, property or environmental damage that may be caused by stormwater runoff a stormwater management ordinance was adopted and codified within Chapter 38, Article III of the Code of Ordinances; and

WHEREAS, the Tennessee Department of Environment and Conservation issued a new state wide Small Municipal Separate Storm Sewer System (MS4) permit; and

WHEREAS, existing MS4 permittees must implement changes to conform with the new state wide MS4 permit.

Now therefore,

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

SECTION I. That Chapter 38, Article III is amended by deleting Article III in its entirety and substituting in its place the following:

ARTICLE III. STORMWATER MANAGEMENT

DIVISION 1. GENERALLY

Sec. 38-85. Definitions.

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

Active channel means the area of the stream that is most subject to water flow and that includes the portion of the channel below the top of bank.

Aquatic resource alteration permit (ARAP) means a permit issued by the Tennessee Department of Environment and Conservation (TDEC) for physically altering waters (streams and wetlands) of the state.

As-built certification means field-verified plans signed and sealed by a registered professional engineer and/or a registered land surveyor, both licensed to practice in the state, showing contours, elevations, grades, locations, sizes, and other features to fully describe the as-constructed condition of stormwater management facilities.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, structural controls and other management practices designed to prevent or reduce the discharge of pollutants to waters of the state. BMPs may include structural and nonstructural stormwater control measures as described by the stormwater management manual, other treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Borrow Pit means an excavation from which erodible material (typically soil) is removed to be used as fill for another site, and there is no processing or separation of erodible material conducted at the site, and is considered a construction activity for the purposes of this article.

Buffer Zone or "Water Quality Riparian Buffer" is a strip of dense vegetation, either original or re-

established, that borders streams and rivers, ponds, lakes, and wetlands. The placement of impervious surfaces such as rooftop and pavement is highly limited in buffer zones. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration, and minimizing the risk of any potential sediments, nutrients, or other pollutants from leaving the upland area and reaching surface waters.

Building official means the city's representative charged with issuing land disturbing permits.

CFR means the Code of Federal Regulations.

Channel means a natural or manmade watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.

Clearing.

(1) The term "clearing" means, in the definition of discharges associated with construction activity, the removal of vegetation and/or disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities; for instance, cleared forested land in order to convert forest land to pasture for wildlife management purposes.

(2) The term "clearing" does not refer to clearing of vegetation along roadways, highways or powerlines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces, or removal of vegetation for agricultural purposes in keeping with the Tennessee Water Quality Control Act.

Common plan of development or sale is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

Construction means any placement, assembly or installation of facilities or equipment (including contractual obligations to purchase such facilities or equipment) at the premises where such equipment will be used, including preparation work at such premises.

Construction General Permit (or CGP) is the current approved State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.

Construction-related wastes means refuse or unused materials that result from construction activities. The term "construction-related wastes" can include, but is not limited to, unused building and landscaping materials, chemicals, litter, sanitary waste and concrete truck washout.

Contaminant means any physical, chemical, biological or radiological substance or matter in water.

Conveyance means the capacity of a channel or a pipe to carry stormwater.

Covenants for permanent maintenance of stormwater facilities and best management practices means a legal document executed by the property owner, a homeowners' association or person as owner of record, and recorded with the county (Sullivan or Hawkins) register of deeds which guarantees perpetual and proper maintenance of stormwater management facilities and best management practices.

Cross drain means a pipe used to convey stormwater from one side of a roadway to another. A cross drain can also be called a "culvert."

Design professional means an engineer, landscape architect, or architect competent in civil and site design and licensed to practice in the state.

Development means new and redevelopment projects that disturb equal to or greater than one acre, or less than one acre if part of a larger common plan of development or sale. and includes, but is not limited to, providing access to a site, clearing of vegetation, grading, earth moving, providing utilities, roads and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

Director means the Utilities Director or their designee responsible for approval of development and redevelopment plans, and implementation of the provisions of this article.

Discharge means to dispose, deposit, spill, pour, inject, seep, dump, leak, or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked or placed by any means including any direct or indirect entry of any solid or liquid matter into the stormwater system by any means intentional or otherwise.

Disturbed area means the portion of any site that has been altered from existing conditions, including but not limited to the following: providing access to a site, clearing of vegetation, grading, earth moving, providing utilities and other services such as parking facilities, stormwater management and erosion control systems, potable water and wastewater systems, altering land forms, or construction or demolition of a structure on the land.

Drainage basin means the area contributing stormwater runoff to a single point.

Drainage system means the system of pipes, channels, culverts, and ditches that convey stormwater from and through public and private land in the city.

Erosion means the removal of soil particles by the action of water, air, ice, gravity, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by manmade activities or effects.

Excavation means a cavity or hole in the land surface that is caused by the cutting, digging, or scooping and removal of soil, rock or other materials.

Exceptional Tennessee Waters are surface waters of the State of Tennessee that satisfy the characteristics as listed in Rule 0400-40-03-.06 of the official compilation rules and regulations of the State of Tennessee.

Filling means any deposit or stockpiling of dirt, rocks, stumps or other natural or manmade solid waste material.

Grading means any clearing, excavating, filling or other disturbance of terrain.

Hazardous substance means any substance designated under 40 CFR 116, as amended, pursuant to section 116 of the Federal Clean Water Act.

Hotspot means an area identified by the director where the land use or activities have the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

Illicit connections means illegal and/or unauthorized connections to the municipal separate storm sewer system whether or not such connections result in discharges into that system.

Illicit discharge means an intentional or unintentional discharge of water into the municipal separate storm sewer system that is not composed entirely of stormwater, except as otherwise set out in section 38-314(b).

Impervious area means impermeable surfaces which prevent the percolation of water into the soil including, but not limited to, pavement, parking areas and driveways, packed gravel or soil, or rooftops.

Inspector means a person that has successfully completed and has a valid certification from the "Fundamentals of Erosion Prevention and Sediment Control Level I" course or equivalent course.

Land disturbing activity means any activity on a property that results in a change in the existing soil (both vegetative and nonvegetative) and/or the existing soil topography. The term "land disturbing activities" includes, but is not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, logging and/or tree chipping operations (excluding silviculture operations), haul roads associated with the development and excavation.

Land disturbing permits means a building, demolition or grading permit approved by the director and issued by the building official, authorizing commencement of land disturbing activities.

Municipal separate storm sewer system. (MS4) means a conveyance or system of conveyances (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels, and storm drains) designed or used for collecting or conveying stormwater.

National Pollutant Discharge Elimination System. (NPDES) means the program administered by the United States Environmental Protection Agency to eliminate or reduce pollutant discharges to the waters of the United States.

NOI means notice of intent as identified in the CGP and administered by the City of Kingsport QLP.

NOC means notice of coverage as identified in the CGP and administered by the City of Kingsport QLP.

NOT means notice of termination as identified in the CGP and administered by the City of Kingsport QLP.

Obstruction means the accumulation of debris, whether intentional or otherwise, resulting in the interference of flow through a watercourse.

Outfall means the terminus of a stormwater system where the contents are released into a larger public or private stormwater management system, or into a stream.

Owner / operator / person (owner) means any party associated with a construction project that meets any of the following two criteria:

- (1) The party has design control over construction plans and specifications, including the ability to authorize modifications to those plans and specifications (this will typically be the owner or developer);
- (2) The party has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a stormwater pollution prevention plan (SWPPP) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions). (This will typically include the general contractor and would also include erosion prevention and sediment control contractors); or
- (3) Any individual, firm, corporation, partnership, association, organization, or entity, including

governmental entities or any combination thereof.

Peak discharge means the maximum, instantaneous rate of flow of water at a particular point resulting from a storm event. The term "peak discharge" also means the maximum discharge computed for a given design flood event.

Plan means the stormwater management plan.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste or any other substance that is detrimental to the quality of the waters of the state.

Priority construction activity means land disturbing activities located in a watershed that discharges directly into waters recognized by the state with unavailable parameters for siltation, or exceptional Tennessee waters and, thus, warrant more frequent inspection. A property is considered to have a direct discharge, if stormwater runoff from the property does not cross any other property before entering the waters of the state

Public water means stormwater runoff that originates in whole or in part from or is conveyed by publicly owned facilities such as roads.

Qualifying Local Program (QLP) is an MS4 Stormwater Management Program for discharges associated with construction activity that has been formally approved by TDEC as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s).

Runoff means the water resulting from precipitation that is not absorbed by the soil.

Sanitary sewer means a system of underground conduits that collects and delivers wastewater from toilets, sinks and other plumbing fixtures to a wastewater treatment plant.

Sediment means solid material, either mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by erosion.

Sewage means human wastes carried by water from residences, buildings, industrial establishments or other places, together with such industrial wastes, stormwater or other water as may be present; or any substance discharged from a sanitary sewer collection system.

Sinkhole means a depression characterized by closed contours on a topographic map. A sinkhole throat, or opening to the subsurface, may or may not be visible. Field verification may be required in areas where the depth of the depression is below the tolerance of currently available topographic mapping. The extent of the area considered to be a sinkhole is, at a minimum, the limits determined by the 100 year water surface elevation, assuming plugged conditions (zero cubic feet per second (cfs) outflow).

Special flood hazard area means the land in the floodway and/or floodplain that is subject to flooding during the 100 year frequency storm. The areas of special flood hazard identified by FEMA in its flood hazard boundary map dated April 2, 1981, and any revisions thereto, are adopted by reference and declared to be a part of this article.

Stormwater means runoff from rain, snow or other forms of precipitation, which results in surface runoff and drainage.

Stormwater control measures (SCMs) are permanent practices and measures designed to reduce the discharge of pollutants from development.

Stormwater management facilities means structures and constructed features designed for the collection, conveyance, storage, treatment, and disposal of stormwater runoff into and through the stormwater system. The term "stormwater management facilities" or "stormwater facilities" includes structural and nonstructural stormwater control measures (SCMs) which control the increased volume, rate and/or quality of stormwater runoff caused by manmade changes to the land.

Stormwater maintenance manual (maintenance manual) means the document, as amended from time to time, adopted by the city to provide guidance in understanding and implementing the inspection and maintenance requirements for stormwater management facilities and BMPs.

Stormwater management manual (manual) means the document, as amended from time to time, adopted by the city to provide guidance in understanding and implementing the requirements for stormwater management.

Stormwater management plan (plan) means an engineering plan for the design of stormwater management facilities and best management practices for a proposed development or redevelopment.

Stormwater master plan means an engineering and planning study for the drainage system of a watershed that consists of a plan for stormwater management in the watershed. The stormwater master plans can address flooding problems, water quality problems, potential stormwater capital improvements, land use patterns and regulatory issues for existing and future conditions.

Stormwater pollution prevention plan (SWPPP) means a written plan (including site maps, plats, drawings or other graphic representations) that identifies construction/contractor activities that could cause pollutants in the stormwater, and a description of best management practices to control these

pollutants and keep sediments on site. The CGP is the governing document for specific SWPPP requirements.

Storm water system means the system of roadside drainage, roadside curbs and gutters, curb inlets, swales, catch basins, culverts, cross drains, headwalls, junction boxes, outlets, manholes, gutters, ditches, pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, water quality best management practices and similar conveyances and facilities, both natural and manmade, located within the city which are designated or used for collecting, storing, or conveying stormwater, or through which stormwater is collected, treated, stored or conveyed, whether owned or operated by the city or other owner/operator/ person.

Stream means a surface water that is not a wet weather conveyance (*TCA 69-3-10.(40)*). Streams include linear watercourses, lakes, ponds, and wetlands.

Structure means anything constructed or erected such that the use of it requires a more or less permanent location on or in the ground.

Subdivision means the division, subdivision or resubdivision of any lot or parcel of land as defined in the "Subdivision Regulations of the City of Kingsport and its Planning Region," on file in the city clerk's office.

Surface water means waters upon the surface of the earth in bounds created naturally or artificially.

TDEC means the Tennessee Department of Environment and Conservation.

Top of bank means the uppermost limit of the active channel of a stream containing normal flows, usually marked by a break in slope.

Total maximum daily load (TMDL) means a calculation of the maximum amount of a pollutant that a body of water can receive and still meet water quality standards, and an allocation of that amount to the source of the pollutant.

Transporting means any moving of earth materials from one place to another, other than such movement incidental to grading, as authorized on an approved plan.

USACE means the United States Army Corps of Engineers.

Unavailable Parameters Waters means any stream segment that has been identified by TDEC as failing to support classified uses.

Utility, public or private, means any agency which under public franchise or ownership, or under certification of convenience and necessity provides the public with electricity, natural gas, steam, communication, rail transportation, water, sewage collection or other similar service.

Vegetation means an intentionally cultivated collection of plant life, including trees, shrubs, bushes, and grass, but does not include plant life that was not intentionally planted.

Waste Site means an area where waste material from a construction site is stored or deposited of, and when the material is erodible, such as soil, the site must be treated as a construction site.

Water quality volume means the volume of stormwater runoff from a proposed development or redevelopment that must be controlled for water quality treatment.

Water quality volume credit area means an area within the proposed development or redevelopment for which a reduction of the water quality volume can be obtained.

Watercourse means a channel, natural depression, gully, stream, creek, pond, reservoir or lake in which stormwater runoff and floodwater flows either regularly or infrequently. The term "watercourse" includes major drainageways for carrying urban stormwater runoff.

Waters or *waters of the state* means any and all waters, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon the state or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

Watershed means a region or area bounded peripherally by a divide and draining ultimately to a particular watercourse or body of water.

Wet weather conveyance means, notwithstanding any other law or rule to the contrary, man-made or natural watercourses, including natural watercourses that have been modified by channelization:

(A) That flow only in direct response to precipitation runoff in their immediate locality;

(B) Whose channels are at all times above the groundwater table;

(C) That are not suitable for drinking water supplies; and

(D) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two (2) months.

Wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetland determination shall be made by the United States Army Corps of Engineers, and/or TDEC.

Sec. 38-86. Purpose.

It is the purpose of this article to:

- (1) Apply to all areas located within the jurisdiction of the city.
- (2) Apply to all development unless exempted pursuant to sections 38-143 and 38-170.
- (3) Protect, maintain, and enhance the environment of the city and the public health, safety and the general welfare of the citizens of the city, by controlling discharges of pollutants to the public stormwater system, while maintaining and improving the quality of the receiving waters of the state.
- (4) Enable the city to comply with the National Pollution Discharge Elimination System (NPDES) permit and applicable regulations, 40 CFR 122.26 for stormwater discharges.
- (5) Allow the city to exercise the powers granted in T.C.A. § 68-221-1105, which provides that, among other powers municipalities have with respect to stormwater management facilities, is the power by ordinance or resolution to:
 - a. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater management facilities in the municipality, whether or not owned and operated by the municipality;
 - b. Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, which may include the adoption of a system of fees for services and permits;
 - c. Establish standards to regulate the quantity and contaminants of stormwater as may be necessary to protect water quality;
 - d. Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
 - e. Issue permits for stormwater discharges or for the construction, alteration, extension, or repair of stormwater management facilities;
 - f. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution or condition of the permit; and
 - g. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

Sec. 38-87. Responsibility.

Nothing in this article shall be construed to imply a warranty or the assumption of responsibility on the part of the city for the suitability, fitness or safety of any structure with respect to flooding, water quality, or structural integrity. This article is a regulatory instrument only, and is not to be interpreted as an undertaking by the city to design any structure or facility.

Secs. 38-88 - 38-117. Reserved.

DIVISION 2. ADMINISTRATION

Sec. 38-118. Duties and authority of director.

- (a) The director has the authority to adopt additional policies, criteria, specifications, standards, rules, regulations, and guidance for the proper implementation of the requirements of this article, the stormwater management manual, and stormwater maintenance manual. The manuals shall be enforceable, consistent with other provisions of this article, as if it were a part of this article.
- (b) The director shall have the authority to prepare, or have prepared, master plans for drainage basins and to establish regulations or direct capital improvements to carry out said master plans.
- (c) In the event that the director determines that a violation of any provision of this article has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the director may issue enforcement responses as defined in division 10 of this article, pertaining to enforcement, to the owner subject to the right of appeal set out in section 38-334.
- (d) The director and the staff under the director's supervision shall administer the provisions of this article.

Sec. 38-119. Stormwater appeals board--Established; composition.

- (a) There is created and established, pursuant to T.C.A. § 68-221-1106 et seq., the stormwater appeals board, referred to in this article as "appeals board," which shall be composed of four members as follows:
 - (1) A member of the board of mayor and alderman, who shall serve as chair, but shall have no vote unless there is a tie among voting members;
 - (2) A member of the planning commission;
 - (3) The head of the planning department or designee; and
 - (4) The building official.

- (b) All appeals board members shall serve without pay or other compensation.
- (c) The appeals board shall promulgate such procedural rules as may be deemed necessary in the interest of justice, fairness and impartiality.
- (d) All members of the appeals board, except the planning director and building official shall be appointed by the mayor, subject to confirmation by the board of mayor and aldermen.

Sec. 38-120. Same--Duties and authority.

The appeals board shall have the power, duty and responsibility to:

- (1) Hear appeals from orders issued by the director assessing penalties, damages or revoking or modifying permits;
- (2) Affirm, modify or revoke such actions or orders of the director;
- (3) Issue notices of appeals and subpoenas requiring attendance of witnesses and the production of evidence;
- (4) Administer oaths and examine witnesses;
- (5) Take such testimony as the appeals board deems necessary; and
- (6) Hear appeals of owners for the purpose of reviewing the denial of a permit or imposition of terms or conditions in permits or any exceptions granted by the director.

Secs. 38-121 - 38-138. Reserved.

DIVISION 3. EROSION PREVENTION AND SEDIMENT CONTROL

Sec. 38-139. General requirements.

- (a) Land disturbing activity or construction that in any way causes off-site sedimentation or sediment discharges to waters of the state or that causes the city to be in violation of its NPDES general permit for discharges from small municipal separate storm sewer systems, or its replacement, shall be a violation of this article.
- (b) Unless exempted by Section 38-170 no owner of any property within the city shall commence a land disturbing activity greater than or equal to one acre unless a land disturbing permit is issued by the building official; provided this subsection (b) shall also apply if the land disturbance is less than one acre but part of a larger common plan of development or sale that would disturb one acre or more. The issuance of a land disturbing permit shall be conditioned upon the receipt and approval by the director of a stormwater pollution prevention plan (SWPPP) and a NOC provided by the city.
- (c) The city shall serve as the plan approval agency only, and in no instance are its regulations to be construed as designing erosion prevention and sediment control measures or other stormwater management facilities.
- (d) No building permit, where applicable, shall be issued until the owner has obtained and is in compliance with the land disturbing permit.
- (e) All land disturbing activities shall employ adequate erosion prevention and sediment control BMPs.
- (f) No land disturbing activities shall commence until a certified erosion prevention and sediment control inspector has been appointed by the owner and acknowledged by the director. Inspections must be performed as set forth in the CGP, as amended,.
- (g) Land disturbing activities that are also considered priority construction activities, as defined in this article or as deemed by the director, shall additionally comply with the requirements for discharges into waters with unavailable parameters or Exceptional Tennessee Waters, as established in the CGP. The director has the authority to deem any land disturbing activity a priority construction activity.
- (h) The owner must notify the director ten working days in advance of the commencement of construction.
- (i) A pre-construction meeting with construction site operators shall be held prior to commencement of land disturbing activity.
- (j) At completion of land disturbing activities and approval of stormwater management facilities by the director, a copy of the signed notice of termination (NOT) shall be provided to the city.

Sec. 38-140. Design criteria.

The city adopts as its erosion and sediment control design standards and best management practices manual the TDEC Erosion Prevention and Sediment Control Handbook, as amended.

Sec. 38-141. Stormwater pollution prevention plan (SWPPP).

- (a) The requirements of the plan are as follows:
 - (1) The SWPPP shall be sealed by a qualified design professional licensed in the state provided the

narrative portion of the SWPPP may be prepared by an individual that has a working knowledge of erosion prevention and sediment controls, such as a Certified Professional or a person that has successfully completed the Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites course;

(2) BMPs shall meet or exceed the requirements of the TDEC Erosion Prevention and Sediment Control Handbook;

(3) The SWPPP shall be subject to any additional requirements set forth in the city's subdivision regulations, chapter 114, zoning, or other city ordinances or regulations; and

(4) Construction at the site in accordance with the approved plan must commence within one year from the issue date of the grading permit, or the grading permit will become null and void and the plan must be resubmitted for approval.

(b) Stormwater pollution prevention plans shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook and the CGP, as amended, or any other information deemed necessary and appropriate by the owner or requested by the director.

Sec. 38-142. Small lot erosion prevention and sediment control plan.

(a) All land disturbing activities that affect less than one acre and are not part of a larger common plan of development shall adhere to the requirements of this subsection.

(b) Submittal of a small lot erosion prevention and sediment control plan is required and must be reviewed and approved by the director prior to issuance of a land disturbing permit.

(c) Small lot erosion prevention and sediment control plans shall include the following:

(1) Address/location of land disturbing activity.

(2) Owner's name and contact information;

(3) Building, grading or demolition permit number (if available);

(4) Location of streams, wetlands, ponds, sinkholes, easements, existing drainage structures with respect to the site;

(5) A description of erosion prevention and sediment control measures;

(6) Approximate disturbed area limits;

(7) Location of silt fences;

(8) Location of stabilized construction exits;

(9) Roof drainage accommodations; and

(10) Concrete truck and equipment washout location and design (if applicable).

(d) The director has the discretion to require a fully engineered erosion prevention and sediment control plan in lieu of a small lot plan.

Sec. 38-143. Land disturbing requirements.

(a) *Land disturbing activity subject to approval.* Except as otherwise provided in this section, an owner shall not initiate any land disturbing activity until the city has issued written approval by the director, the SWPPP is approved by the director and an NOC supplied (where applicable), the appropriate fees are paid and any required performance bond or financial assurance is provided, as may be required in section 38-338. Such permit shall expire two years from the date of issuance. Once a permit has expired, it is a violation to continue work on the property for which the permit has been granted without obtaining a renewal of such permit, which shall include the submission and approval of a plan as set out in this article and other requirements to obtain a permit as set out in or authorized by this article.

(b) *Certain activities excepted.* No approval shall be required for the following:

(1) *Building grading and excavation.* Finished grading and excavation below the finished grade for basements and footings of a single-family or duplex residential structure, for retaining walls, swimming pools, cemeteries for human or animal burial or accessory structures related to single-family residences or duplex structures authorized by a valid building permit, provided the disturbed material or fill is handled in such a manner as to conform to any approved erosion prevention and sediment control plan for the area or, where no such plan is in effect, such work must be done in a manner which presents no significant erosion hazard.

(2) *General excavation.* An excavation or fill, provided it:

a. Is less than four feet in vertical depth at its deepest point, as measured from the original grade;

b. Does not result in a total quantity of more than 100 cubic yards of material being removed from, or deposited on or disturbed on any lot, parcel or subdivision thereof;

c. Does not constitute a potential erosion hazard or act as a source of sedimentation to any adjacent land or watercourse;

d. Has no final slopes greater than or equal to one foot vertical in two feet horizontal;

e. Has proper vegetative cover reestablished as soon as possible on all disturbed areas; and

f. Has no fill placed on a surface having a slope steeper than three feet horizontal to one foot vertical.

(3) *Agricultural*. Accepted agricultural land management practices such as plowing, cultivation; nursery operations such as the removal and transplanting of cultivated sod, shrubs and trees; tree cuttings at or above existing ground level; and logging operations leaving the stump, ground cover and root mat intact.

(4) *Landscaping*. Grading, as a maintenance measure, or for landscaping purposes on existing developed lots or parcels, provided the aggregate area affected or stripped at any one time does not exceed 10,000 square feet and is not within a designated floodplain; the grade change does not exceed 18 inches at any point and does not alter the drainage pattern; vegetative cover is reestablished as soon as possible on all disturbed areas, use of kudzu is prohibited; and the grading does not involve a quantity of material in excess of 100 cubic yards.

(5) *Utilities*. The installation of water and sewer lines, telephone lines, electricity lines, gas lines or other public service facilities.

Sec. 38-144. Compliance.

The owner is responsible for maintaining compliance with the approved SWPPP, and land disturbance permit. The approved SWPPP shall be followed during the entire duration of construction at the site. The director may require reports or records from the owner. No land disturbing activity shall be allowed to commence without prior SWPPP approval by the director.

Sec. 38-145. Amendments to the approved SWPPP.

(a) The owner must modify and update the SWPPP in accordance with the CGP, as amended.

(b) The amended SWPPP shall be submitted to the director for approval.

Secs. 38-146 - 38-167. Reserved.

DIVISION 4. PERMANENT STORMWATER MANAGEMENT

Sec. 38-168. General requirements.

(a) Owners of land development activities for which a land disturbing permit is required shall submit a stormwater management plan (plan) as a condition of the permit.

(b) The plan shall include the specific required elements that are listed and/or described in the stormwater management manual. The director may require submittal of additional information in the plan as necessary to allow an adequate review of the existing or proposed site conditions.

(c) The plan shall be subject to any additional requirements set forth in the minimum subdivision regulations, design standards, chapter 114, pertaining to zoning, or other city regulations.

(d) Plans shall be prepared and stamped by a design professional. Portions of the plan that require hydraulic or hydrologic calculations and design shall be prepared and stamped by a professional engineer competent in civil and site design and licensed to practice in Tennessee.

(e) The approved plan shall be adhered to during grading and construction activities. Under no circumstances is the owner or operator of land disturbing activities allowed to deviate from the approved plan without prior approval of a plan amendment by the director.

(f) The approved plan shall be amended if the proposed site conditions change after plan approval is obtained, or if it is determined by the director during the course of grading or construction that the approved plan is inadequate.

(g) Requirements for the permanent operation and maintenance of stormwater management facilities, BMPs, buffer zones and water quality volume credit areas shall be submitted with the plan for approval by the director. These will be presented through the declaration of a protective covenant, for permanent maintenance of stormwater facilities and BMP's, which shall be enforceable by the city. The covenant shall be recorded with the deed and shall run with the land and continue in perpetuity.

(h) Stormwater management facilities, buffer zones, and water quality volume credit areas shall be placed into a permanent management stormwater easement of sufficient area that is recorded with the deed to the parcel and held by the city.

(j) A right-of-way or permanent easement as set forth in the stormwater management manual shall be provided for vehicular and equipment ingress and egress for access to all stormwater management facilities, BMPs and areas that receive water quality volume reductions from a driveway, public or private road.

(k) Owners of land development activities not exempted from submitting a stormwater management plan may be subject to additional watershed or site-specific requirements than those set forth in this article or the stormwater management manual to satisfy local or state NPDES, TMDL or other regulatory water quality requirements for developments or land uses that are considered pollutant hotspots, discharging to critical areas with sensitive resources, or in areas where the director has determined that additional restrictions are needed to limit adverse stormwater impacts from the proposed development.

(l) The director may waive or modify any of the requirements of this division if they determine adequate water quality treatment and/or channel protection is provided by a downstream or shared off-site stormwater facility, or if engineering studies determine that installing the required stormwater management facilities or BMPs would adversely impact water quality or increase channel erosion or downstream flooding.

(m) This article is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions or existing ordinances and regulations. However, where a provision of this article and other regulations conflict or overlap, the provision that is more restrictive or imposes higher standards or requirements on the owner shall control. The owner is required to notify the director of any such regulatory conflicts upon submittal of the plan.

Sec. 38-169. Design criteria.

(a) All developments that must submit a stormwater management plan shall provide water quality treatment in accordance with the following requirements:

(1) Stormwater runoff from the development site must be treated for water quality prior to discharge from the development site in accordance with the stormwater quality treatment standards and criteria provided in the stormwater management manual.

(2) Stormwater quality treatment shall be achieved through the use of one or more stormwater management facilities that are designed and constructed in accordance with the criteria, guidance, and specifications provided in the stormwater management manual.

(3) Stormwater quality control methods, designs or technologies not provided in the stormwater management manual may be submitted for approval if it is proven that such alternatives will meet or exceed the water quality control requirements set forth in the manual and this chapter. Certification of pollutant removal efficiency by an independent agency, as identified in the manual, may be required.

(4) Stormwater management facilities shall not be installed within public rights-of-way or on public property without prior approval of the director.

(b) All developments that must submit a plan may be required to additionally provide downstream channel protection using the design criteria and guidance provided in the manual.

(c) All developments that must submit a plan shall provide a downstream impact analysis addressing overbank flood control as set forth in the stormwater management manual.

(d) All developments that must submit a plan shall establish, protect, and maintain a buffer zone, as set forth in the stormwater management manual. Exemptions from this requirement are as follows:

(1) The perimeter of waterbodies that have no known connection to streams, other ponds, lakes or wetlands.

(2) Stormwater management facilities or BMPs that are designed, constructed and maintained for the purposes of stormwater quality and/or quantity control, unless a buffer is expressly required by the design standards and criteria for the facility are provided in the manual.

(e) Impervious surfaces in a buffer zone shall be limited to stream crossings, utility corridors, and trails or sidewalks, and shall be design as set forth in the stormwater management manual.

(f) The predominant vegetation in the minimum buffer width of a buffer zone, as described in the stormwater management manual, shall be trees. The predominant vegetation in the remaining buffer width shall be herbaceous plants. Areas of bare soil and erosion are prohibited in buffer zones. Additional requirements and guidance for buffer vegetation are set forth in the stormwater management manual. The director may require any owner of a buffer zone to remove and/or install vegetation if, at the time of property development or inspection after development is completed, the buffer zone does not conform, and is unlikely to conform in the future through the growth of existing vegetation, to the vegetation standards establish in this sub-section.

(g) Designs for buffer zones shall adhere to the buffer zone requirements established in section 38-255, with the exception of the introduction of impervious areas provided they are accommodated by buffer width averaging to be indicated in the stormwater management plan.

(h) In addition to the requirements set forth in subsections (a) through (g) of this section, all developments that must submit a stormwater management plan shall include the following:

(1) Account for both on-site and off-site stormwater;

(2) Maintain natural drainage divides and hydrologic characteristics;

(3) Provide soils information; and

(4) Control stormwater runoff and provide peak discharge/volume control in accordance with this article using:

a. Predeveloped conditions unless otherwise specified by the director;

b. NOAA Atlas 14 rainfall data, as amended or updated;

c. Post-development versus pre-development hydrologic/hydraulic modeling that shows attenuation of developed site runoff. Developed discharge from a site shall be less than or equal to pre-development discharge for the 2 year through 100 year design storms;

d. Roadway longitudinal and cross drains designed in accordance with the City of Kingsport Minimum Design Standards with regard to storm frequency and type of roadway (i.e. local vs collector);

e. Drainage easements delineating the 100 year frequency storm flood fringe to prevent flooding and future disturbance; and

f. Pipe materials approved by the director.

(i) Pursuant to the City of Kingsport Zoning Ordinance, a floodplain development permit is required for all development or redevelopment within federally designated floodplains as shown on the applicable FEMA Flood Insurance Rate Map(s) of latest issue.

(j) The rational method shall be used to determine peak flow rates only. National Resource Conservation Service (NRCS) methods and those methods specified in the manual for water quality and channel protection shall be used in determining storage volume requirements.

(k) All supporting hydrologic and hydraulic assumptions shall be submitted, as well as all maps and references used in calculations.

(l) The design must not adversely affect adjacent or neighboring properties.

(m) The city may allow stormwater management facilities to be implemented at another location within the same USGS 12-digit hydrologic unit code (HUC) watershed as the original project. Off-site mitigation must treat a minimum of 1.5 times the amount of water not treated on site. The off-site mitigation location must be approved by the city.

(n) If the project cannot meet pollutant removal standards, and cannot provide for off-site mitigation, the city may allow the owner to make payment in a public stormwater project fund at a level sufficient to design, install, and maintain the stormwater mitigation measures.

Sec. 38-170. Exemptions.

(a) Developments that conform to the criteria in subsection (c) of this section are exempt from the requirements of this chapter, unless the director has determined that stormwater quality management is needed to satisfy local or state NPDES, TMDL or other regulatory water quality requirements, or the proposed development will be a pollutant hotspot, or to limit adverse stormwater quality or channel protection impacts of the proposed development.

(b) The exemptions listed in subsection (c) of this section shall not be construed as exempting these developments from compliance with stormwater requirements stated in the minimum subdivision regulations, chapter 114, pertaining to zoning, or other city regulations.

(c) The following developments are exempt from the requirements for a stormwater management plan:

(1) Residential or nonresidential developments that disturb less than one acre of land and are not part of a larger common plan of development or sale that would disturb one acre or more;

(2) Minor land disturbing activities such as residential gardens and residential or nonresidential repairs, landscaping or maintenance work;

(3) Individual utility service connections, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot for which a plan would otherwise be required;

(4) Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting or filling of a lot for which a plan would otherwise be required;

(5) Installation of posts or poles;

(6) Farming activities, existing nursery and agricultural operations, but not including construction conducted as a permitted principal or accessory use by chapter 114, zoning;

(7) Emergency work to protect life, limb or property, and emergency repairs, provided that the land area disturbed shall be shaped and stabilized in accordance with city requirements as soon as practicable;

(8) Additions or modifications to existing, individual, single-family structures;

(9) Silvicultural activities; and

(10) State and federal projects subject to the submission requirements of TDEC.

Sec. 38-171. Special pollution abatement requirements.

(a) A special pollution abatement plan may be required for land uses/activities which have a high potential to be a pollutant hotspot or for land uses/activities that have become an actual hotspot. The following land uses/activities will be considered: vehicle, truck, or equipment maintenance, fueling, washing, or storage areas; automotive dealerships; automotive repair shops; carwash facilities; recycling and/or salvage yards; restaurants, grocery stores, and other food service facilities; commercial facilities with outside animal housing areas, including but not limited to animal shelters, fish hatcheries, kennels, livestock stables, veterinary clinics, or zoos; and other producers of pollutants identified by the director as a pollutant hotspot using information provided to or collected by the director, or reasonably deduced or estimated by the director from an engineering or scientific study.

(b) A special pollution abatement plan may be required for other land uses or activities identified by the director to have the potential to generate highly contaminated runoff with concentrations of pollutants in excess of those typically found in stormwater.

(c) If a special pollution abatement plan is required, it shall be submitted to the director for approval and any BMPs submitted with the plan shall be subject to all other provisions of this article. Technical requirements for the plan shall be based on the provisions and guidelines set forth in the stormwater management manual.

(d) BMPs specified in the special pollution abatement plan must be appropriate for the pollutants targeted at the site and must be approved with the plan.

(e) A special pollution abatement plan will be valid as long as the permitted land use/activity persists at the site. The plan shall be reviewed annually by the site operator to verify that the pollutant management methods contained in the plan are still effective. Any deficiencies noted in the plan must be corrected within 90 days.

Sec. 38-172. Sinkhole requirements.

The following sinkhole and drainage well plan information or approval from the appropriate regulating agency must be provided prior to the alteration of the natural drainage for watershed discharging to such features as sinkholes and drainage wells:

(1) Proposed on-site and offsite drainage channels that are tributary to a sinkhole throat or drainage well inlet shall be delineated, along with appropriate hydraulic calculations to define the existing and altered (if appropriate) 100 year floodplain and to confirm that off-site flooding will not be increased;

- (2) Detailed contours are to be shown for all sinkholes that are to receive stormwater runoff from the site. These contours are to have a maximum interval of two feet and are to be verified by field surveys;
- (3) A geologic investigation of all sinkholes receiving stormwater runoff from the site shall be performed. The report from this investigation shall be signed and sealed by a registered professional experienced in geology and groundwater hydrology and shall contain the following:
- a. Location and nature of aquifers;
 - b. Potential for siltation problems;
 - c. Foundation problems that may be expected around sinkholes;
 - d. Details of drainage structures to be built in sinkholes;
 - e. Any other factors relevant to the design of drainage from sinkholes;
 - f. Plans showing the 100 year flood-plain;
 - g. The 100 year floodplain shall be designated as a drainage easement on final subdivision plat; and
 - h. Details of plan for grading and clearing of vegetation within the 100 year floodplain;
- (4) Compliance with any and all conditions that may be required by the federal government or the state shall be documented. The state division of groundwater is the primary regulatory agency for sinkholes and drainage wells. Drainage into a sinkhole may require a permit for a Class V well under rules for underground injection control (UIC); and
- (5) Demonstration that development will not occur within the area flooded by the 100 year flood. The 100 year flood elevation may be lowered by construction of a detention pond. Calculations that document a lowering of the 100 year flood elevation shall be based on the 100 year, 24 hour storm using an appropriate safety factor for discharge into the sinkhole.

Sec. 38-173. Drainage requirements.

- (a) Private drainage systems, where drainage originates in its entirety on private property and terminates on same said property, shall be the sole responsibility of the owner.
- (b) Private drainage originating on private property and draining to an adjacent parcel of private property shall be resolved by the owners involved.
- (c) In cases where flooding stemming from the drainage system or streams are of significant magnitude, the health and welfare of private and/or public property may prompt the city to participate in mitigating the frequency and effects. All such projects shall meet with the approval of the director prior to implementation.
- (d) The requirements of subsections (a) through (c) of this section may be waived and emergency measures taken to protect the public safety during those circumstances in which, due to unforeseen events, development and/or acts of nature, the public welfare requires it. The director shall have the power to exercise all due discretion, judgment and executive directives to address any such situation and/or emergency.
- (e) No watercourse shall be obstructed.
- (f) Stormwater drainage shall not:
- (1) Adversely impact adjacent properties or public rights-of-way;
 - (2) Circumvent stormwater management facilities for which that flow contribution was designed; or
 - (3) Be directed through a curb without a permit approved by the director.
- (h) Additional curbing to control stormwater shall be installed only with approval of the director.

Secs. 38-174 - 38-198. Reserved.

DIVISION 4 5. PERMITS

Sec. 38-199. General requirements.

Owners who hold NPDES general, individual and/or multisector permits shall provide either a copy of such permit or the permit number assigned to them by TDEC to the director no later than 60 calendar days after issuance of the permit.

Secs. 38-200--38-224. Reserved.

DIVISION 6. AS-BUILT CERTIFICATIONS

Sec. 38-225. General requirements.

(a) Prior to the release of a performance bond required in section 38-338, certificate of occupancy or approval of final plat, an as-built certification shall be provided to the director, certifying that all drainage and treatment structures, stormwater management facilities, BMPs, volumes, sizes, slopes, locations, elevations and hydraulic structures have been field verified, represent the as-built field conditions, and comply with the approved stormwater management plans, and that all required protective covenants have been properly filed with the appropriate register of deeds. Features such

as roadway lines, grades, cross slopes, locations, contours, elevations, boundaries of buffer zones and areas that receive stormwater quality volume credits shall be provided to verify approved plans. Other contents of the as-built certification must be provided in accordance with guidance provided in the manual.

(b) As-built certifications shall include sufficient design information to show that stormwater management facilities required by this article will operate as approved. This shall include all necessary computations used to determine percent pollutant removal, the flow rates and treatment volumes required to size stormwater management facilities and BMPs.

(c) The as-built certification must be stamped by the appropriate design professional required to stamp the original plan, as stated in section 38-168(d).

(d) The owner shall also supply stormwater management facility certification forms, provided by the city, attesting that the facilities are constructed according to the approved design.

(e) The as-built certification, related forms, and associated onsite inspections will be used by the director to determine construction conformance of stormwater management facilities with the approved stormwater management plans. Where conformance is not achieved, corrective actions may be required in addition to enforcement measures established in division 10 of this chapter. Corrective actions may include, but are not limited to:

(1) resubmittal of stormwater management plans or as-built certifications or portions thereof that demonstrate the nonconforming facilities or features as constructed meet the requirements of this chapter and the manual;

(2) modification or reconstruction of the nonconforming facilities or features to meet the approved stormwater management plan;

(3) resubmittal and recording of facilities or features on required protective covenants and/or the plat;

Secs. 38-226 - 38-252. Reserved.

DIVISION 7. INSPECTIONS, OPERATION AND MAINTENANCE

Sec. 38-253. Right-of-entry.

(a) During and after construction, the director may enter upon any property which has a stormwater management facility, SCM, BMP, buffer zone, water quality volume credit area, discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system, streams, natural drainage ways or via any other private or public stormwater management system during all reasonable hours to inspect for compliance with the provisions of this article, or to request or perform corrective actions.

(b) Failure of an owner to allow such entry onto a property for the purposes set forth in subsection (a) of this section shall be cause for the issuance of a cease and desist order, withholding of a certificate of occupancy, and/or civil penalties and/or damage assessments in accordance with division 10 of this article.

Sec. 38-254. Requirements.

(a) The owners of stormwater management facilities, BMPs, buffer zones, and water quality volume credit areas shall at all times inspect, properly operate, and maintain all facilities and systems of stormwater treatment and control (and related appurtenances), and all buffer zones and water quality volume credit areas in such a manner as to maintain their full function as described in the approved as-built certification, or stormwater management plan if the as-built certification is not available.

(b) Inspection and maintenance of privately owned stormwater management facilities, BMP's, buffer zones and water quality volume credit areas shall be performed at the sole cost and expense of the owners of such facilities/areas.

(c) Inspection and maintenance shall be performed in accordance with specific requirements and guidance provided in the maintenance manual. Inspection and maintenance activities shall be documented by the owner or their designee, and such documentation shall be maintained by the owner for a minimum of five years, and shall be made available for review by the director upon request.

(d) The director has the authority to impose more stringent inspection requirements as necessary for purposes of water quality protection and public safety.

(f) The removal of sediment and/or other debris from stormwater management facilities and BMP's shall be performed in accordance with all city, state, and federal laws. The director may stipulate additional guidelines if deemed necessary for public safety.

(g) The director may order corrective actions as are necessary to properly maintain and operate erosion prevention and sediment control measures, BMPs, stormwater management facilities, buffer

zones, and/or water quality volume credit areas within the city for the purposes of stormwater pollution prevention, water quality treatment, channel erosion protection, adherence to local performance standards and/or public safety. If the owner fails to perform corrective actions, the director shall have the authority to order the city or others to take corrective actions. In such cases where a performance bond exists, the city shall utilize the bond to perform the corrective actions. In such cases where a performance bond does not exist, the owner shall reimburse the city for all of its direct and related expenses. If the owner fails to reimburse the city, the city is authorized to file a lien for said costs against the property and to enforce the lien by judicial foreclosure proceedings.

(h) This article does not authorize access to adjoining private property by the owner or site operator. Arrangements concerning removal of sediment or pollutants on adjoining property must be settled by the owner or operator with the adjoining land owner.

Sec. 38-255. Restrictions for buffer zones.

Buffer zones are use restricted areas. The following activities, substances, facilities, and land uses are prohibited in a platted buffer zone:

(a) the installation of impervious surfaces not already included in an approved stormwater management plan, including but not limited to driveways, buildings, sheds, patios, storage facilities, pavement, decks, and pools;

(b) the storage and use of pesticides, herbicides, and fertilizers, except as provided by this chapter;

(c) Vehicle and equipment storage and maintenance;

(d) Wastes of any type, including areas or receptacles for waste dumping, receiving, storage, and transfer;

(e) Septic tanks and septic drain fields;

(f) Mining activities, borrow or fill pits, or similar areas or activities unless prior approval is granted by the director;

(g) Animal concentration areas where animals gather in groups for migration, breeding, feeding, or sheltering, including but not limited to kennels, pens, sheds, barns, holding areas, exercise, loafing, or feeding lots;

(h) Stormwater management facilities, except as allowed by the stormwater management manual;

(i) Other activities, substances, uses that are known or suspected to contribute pollutants to stormwater or waterways.

Secs. 38-256 - 38-280. Reserved.

DIVISION 8. PERMIT CONTROLS AND SYSTEM INTEGRITY

Sec. 38-281. General requirements.

(a) Any alteration, improvement, or disturbance to stormwater management facilities, BMPs, buffer zones, or water quality volume credit areas shown in as-built drawings shall be prohibited without written authorization from the director. This does not include alterations that must be made in order to maintain the intended performance of the stormwater management facilities or BMPs.

(b) Other state and/or federal permits that may be necessary for construction in and around streams and/or wetlands shall be approved through the appropriate lead regulatory agency prior to submittal of a stormwater management plan to the city.

Secs. 38-282 - 38-304. Reserved.

DIVISION 9. NONSTORMWATER DISCHARGES

Sec. 38-305. General requirements.

(a) Except as set out in subsection (b) of this section, no owner shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct, or continuance of any non-stormwater discharge to the municipal separate storm sewer system, whether intentional or not, is prohibited.

(b) For purposes of this article, the following are not illicit discharges unless identified as significant contributors of pollutants to the municipal separate storm sewer system:

(1) Landscape irrigation or lawn watering with potable water;

(2) Diverted stream flows permitted by the state;

(3) Rising groundwater;

(4) Groundwater infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;

(5) Uncontaminated pumped groundwater;

(6) Foundation or footing drains;

- (7) Water discharged from crawl space pumps;
- (8) Air conditioning condensate;
- (9) Springs;
- (10) Individual, residential washing of vehicles;
- (11) Flows from natural riparian habitat or wetlands;
- (12) Swimming pools (if dechlorinated, less than one part per million chlorine);
- (13) Street cleaning and deicing;
- (14) Discharges from firefighting activities;
- (15) Pursuant to a valid and effective NPDES permit issued by the state;
- (16) Discharges necessary to protect public health and safety, as specified in writing by the city;
- (17) Dye testing permitted by the city;
- (18) Water line flushing or other potable water sources;
- (19) Natural riparian habitat or wetland flows; and
- (20) Discharges authorized by the CGP.

Sec. 38-306. Prohibition of illicit connections.

The construction, use, maintenance, and continued existence of illicit connections to the municipal separate storm sewer system are prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, even if the connection was permissible under law or practices applicable or prevailing at the time.

Sec. 38-307. Elimination of discharges or connections.

- (a) Any owner of a property, which is, or may be, the source of an illicit discharge, may be required to implement, at such owner's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system.
- (b) Any owner of a property or premises where an illicit connection is located shall be required, at such owner's expense, to eliminate the connection to the municipal separate storm sewer system.
- (c) Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this article.
- (d) No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the city.

Sec. 38-308. Notification of spills.

- (a) Notwithstanding other requirements of law, when any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of a pollutant which results in, or may result in, a discharge into stormwater and/or the municipal separate stormwater system, such person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.
- (b) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of hazardous substance such person shall immediately notify emergency response agencies of the occurrence by emergency dispatch services, and shall notify the director no later than the next business day of the release of hazardous materials.
- (c) When any owner or tenant, or agent thereof or any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of nonhazardous substance such person shall notify the director no later than the next business day.
- (d) Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the director within three business days of the telephone notice.
- (e) If the discharge of a pollutant emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.
- (f) Documented illicit discharges shall be responded to no more than seven days from detection and eliminated as soon as possible.

Sec. 38-309. Actions in violation of the city's NPDES permit.

Notwithstanding any other provision in this article, no person or entity shall allow any discharge into the municipal separate storm sewer system that would be a violation of the city's NPDES general permit for discharges from small municipal separate storm sewer system or would cause the city to be in violation of its permit.

Secs. 38-310 - 38-330. Reserved.

DIVISION 10. ENFORCEMENT

Sec. 38-331. Remedies nonexclusive.

The remedies provided for in this article are not exclusive and the director may take any, all or any combination of these actions against a noncompliant owner. The director is empowered to take more than one enforcement action against any noncompliant owner that is in violation.

Sec. 38-332. Adoption of enforcement response plan.

An enforcement response plan, including a schedule of civil penalties which may be assessed for certain specific violations or categories of violations, shall be established by resolution of the board of mayor and aldermen. Any civil penalty assessed to a violator pursuant to this section may be in addition to any other penalty assessed by a state or federal authority.

Sec. 38-333. Show cause hearing.

An owner that has been issued an assessment of damages or civil penalty or order under this article may within ten days from such action submit a written request to appear before the director and show cause why the proposed enforcement action should not be taken. Upon receipt of a timely request for a show cause hearing the director shall within a reasonable time notify the owner of the time and place for the hearing. In the written request for a show cause hearing the owner is responsible for providing the director a postal address, email address, or fax number, to which notice of the show cause hearing can be delivered. An offer of a show cause hearing shall be made by the director before taking further action on the administrative order or assessment of damages or civil penalties, but shall not be a bar against, or prerequisite for, the director pursuing Emergency Suspension action per Section 38-337.. ,

Sec. 38-334. Appeals process.

(a) Except in emergency suspensions pursuant to section 38-337, any owner against whom an assessment for damages or civil penalty or order has been made for a violation of this article, or a permit denied, revoked, suspended by the director, shall have 30 days after having been notified of the assessment or order, or after a permit has been denied, revoked or suspended, to appeal the action to the stormwater appeals board by filing with the city recorder a written petition for appeal setting forth the grounds and reasons for the appeal, and the owner shall serve a copy of the petition for appeal on the director. The failure to serve the city recorder within 30 days with the written petition for appeal is jurisdictional, and if an appeal is not taken within 30 days the matter shall be final.

(b) Upon receipt of a written petition for appeal the city recorder shall give the owner 30 days written notice of the time and place of the hearing. The director and the owner may agree to a continuance of the hearing; a continuance will be granted when there are not at least three members of the appeals board present for the hearing; the chairman of the appeals board may grant a continuance of the hearing for good cause shown; or as may otherwise be governed by its rules of procedure.

(c) An appeal to the appeals board shall be a de novo review.

(d) The appeals board shall have the authority to establish written rules of procedure for the conduct of its hearings, provided hearings before the appeals board shall be conducted in accordance with the following:

(1) The presence of at least three members of the appeals board shall be necessary to conduct a hearing.

(2) A verbatim record of the proceedings shall be taken. The transcript so recorded shall be made available to any party upon prepayment of a charge adequate to cover the costs of preparation.

(3) In connection with the hearing, subpoenas shall be issued in response to any reasonable request by any party to the hearing requiring the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing. In case of contumacy or refusal to obey a notice of hearing or subpoena issued under this section, the chancery court shall have jurisdiction, upon application of the appeals board or the director, to issue an order requiring such person to appear and testify or produce evidence as the case may require, and any failure to obey such order of the court may be punished as contempt under law.

(4) Testimony before the appeals board shall be given under oath or affirmation, but the rules of evidence shall not apply.

(5) On the basis of the evidence produced at the hearing, the appeals board shall by majority vote of the members present make findings and enter such decisions and orders as in its opinion will best further the purposes of this article, which shall be done orally at the hearing or, if recessed, when the

hearing is reconvened.

Such decisions and orders of the appeals board shall be reduced to writing, signed by one of the members present at the hearing and filed with the city recorder, as an official act of the appeals board, which writing shall be maintained in the permanent records of the city recorder and shall serve as entry of the decision. A copy shall be delivered to the director and the petitioner or mailed to them at their last known addresses.

(6) Any person to whom an emergency order is directed pursuant to section 38-337 shall comply therewith immediately, but on petition to the appeals board shall be afforded a hearing not later than three working days from the receipt of such petition.

Sec. 38-335. Civil penalties.

(a) Pursuant to T.C.A. § 68-221-1106(a), any owner in violation of the provisions of this article shall be subject to a civil penalty of not less than \$50.00 or more than \$5,000.00 per day for each day of violations. Each day of violation may constitute a separate violation. This penalty may be determined by application of the enforcement response plan as defined in section 38-332.

(b) The director may recover reasonable attorney's fees, court costs and other expenses associated with enforcement of this article and the cost of any actual damages incurred by the city.

(c) In determining the amount of the penalty to assess, the director shall consider the factors listed in section 38-336, the enforcement response plan and may consider all relevant circumstances, including but not limited to the extent of harm caused by the violation, the magnitude and duration of the violation, the compliance history of the owner and any other factor provided by law.

Sec. 38-336. Method of assessment for noncompliance.

Civil penalties shall be assessed in the following manner:

(1) The director may issue an assessment against any owner responsible for the violation;

(2) Any person against whom an assessment has been issued may secure a review of said assessment by filing with the director a written petition setting forth the grounds and reasons for their objections and asking for a hearing on the matter before the appeals board. If a petition for review of the assessment is not filed within 30 days after the date the assessment is served, the owner shall be deemed to have consented to the assessment and it shall become final;

(3) If any assessment becomes final because of an owner's failure to appeal the city's assessment, the director may apply to the appropriate court for a judgment and seek execution of said judgment, and the court in such proceedings shall treat a failure to appeal such assessment as a confession of judgment in the amount of the assessment. Upon final order, if payment is not made, the director may issue a cease and desist order;

(4) In assessing a civil penalty, the following factors may be considered:

- a. The harm done to the public health or the environment;
 - b. Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - c. The economic benefit gained by the violator;
 - d. The amount of effort put forth by the violator to remedy this violation;
 - e. Any unusual or extraordinary enforcement costs incurred by the city;
 - f. The amount of penalty established by ordinance or resolution for specific categories of violations;
- and
- g. Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment;

(5) Damages may also include any expenses incurred in investigating and enforcing the requirements of this article; removing, correcting and terminating any discharge or connection; and also compensation for any actual damages to the property or personnel of the city caused by the violation, and any reasonable expenses incurred in investigating and enforcing violations of this article.

(6) Where the director has issued progressive enforcement to achieve compliance with this article, and in the judgment of the director such has not been successful, the director may refer the violation to TDEC.

Sec. 38-337. Emergency suspensions.

(a) Under this article, if the director finds that an emergency exists imperatively requiring immediate action to protect the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; the director may, without prior notice, issue an order reciting the existence of such an emergency and requiring that such action be taken as the director deems necessary to meet the emergency, including suspension of a permit issued under this article.

(b) Any owner notified of a suspension shall immediately eliminate the violation. If an owner fails to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary to remedy the endangerment. The director may allow the owner to recommence

when the owner has demonstrated to the satisfaction of the director that the period of endangerment has passed.

(c) An owner that is responsible, in whole or in part, for any discharge or connection presenting imminent danger to the public health, safety or welfare; the health of animals, fish or aquatic life, or a public water supply; shall submit a detailed written statement, describing the causes of the harmful discharge or connection and the measures taken to prevent any future occurrence, to the director prior to the date of any show cause hearing under section 38-333.

(d) Nothing in this article shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(e) Any owner whose permit or operation is suspended pursuant to this section, on petition to the appeals board, shall be afforded a hearing as soon as possible, but in no case shall such hearing be held later than three working days from the receipt of such a petition by the director.

Sec. 38-338. Financial assurance.

(a) A performance bond and/or certificate of occupancy which guarantees satisfactory completion of construction work related to stormwater management facilities, channel protection, buffer zones and any BMP's shall be required. Prior to release of the performance bond and/or certificate of occupancy, the owner shall provide the city with an accurate as-built certification of the property and an executed protective covenant entitled covenants for permanent maintenance of stormwater facilities and BMP's for all stormwater management facilities and BMPs, buffer zones, water quality volume credit areas. The owner shall record these items in the office of the county register of deeds. The location of the stormwater management facilities, BMPs, buffer zones, water quality volume credit areas and the water quality easements associated with these facilities/areas shall be shown on a plat that is also recorded in the office of the county register of deeds.

(b) Performance bonds shall name the city as beneficiary and shall be guaranteed in the form of a surety bond, cashier's check or letter of credit from an approved financial institution or insurance carrier. The surety bond, cashier's check or letter of credit shall be provided in a form and in an amount to be determined by the director. The actual amount shall be based on submission of plans and estimated construction, installation or potential maintenance and/or remediation expenses.

(c) The city recorder may refuse brokers or financial institutions the right to provide a surety bond, cashier's check or letter of credit based on past performance, ratings of the financial institution or other appropriate sources of reference information.

(d) The director may decline to approve a plan or issue or reissue a permit to any owner who has failed to comply with any section of this article, a permit or order issued under this article unless such owner first files a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the director to be necessary to achieve consistent compliance.

Sec. 38-339. Injunctive relief.

When the director finds that an owner has violated or continues to violate any section of this article, or a permit or order issued under this article, the director may petition the appropriate court, through the city attorney, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, order or other requirement imposed by this article on activities of the owner. The director may also seek such other action as is appropriate for legal and equitable relief, including a requirement for the owner to conduct environmental remediation. A petition for injunctive relief shall not be a bar against or a prerequisite for taking any other action against an owner.

Sec. 38-340. Additional stay.

The appeals board may grant an additional continuance and stay beyond that set out in section 38-334 upon the request of an owner and upon the posting of an appeal bond payable to the city in a sum to be determined by the director as necessary to protect the interests of the city.

Sec. 38-341. Appeal and judicial review.

The alleged violator may appeal a decision of the appeals board pursuant to the provisions of T.C.A. § 27-8-101 et seq.

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 a Budget Ordinance for Various Funds FY24

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

Action Form No.: AF-227-2024
Work Session: August 5, 2024
First Reading: August 6, 2024
Final Adoption: **August 20, 2024**
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
The Urban Mass Transit Asst Project Fund is being amended by adjusting various revenue and expense lines to actual and by transferring \$28,802 from the TN-2017-039-00 project (FTA039) to the Transit Cares project (FTA022).

The General Project Fund is being amended by transferring \$1,850 from the Facility Maint & Improve project (GP1903) to the Faci Maint-Improv HVAC project (GP2009). Close GP1903.

The Meadowview Conference Center Fund is being increased by increasing various revenue lines by a total of \$30,898 and the To Meadowview Project Fund line by \$30,898.

The Meadowview Project Fund is being amended by accepting a contribution from Eastman for the purchase of a Cooling Tower in the amount of \$212,300 to the Meadowview Equipment project (MV2300), by transferring \$19,163 from the Meadowview Roof project (MV2000) to the Meadowview Equipment project (MV2300), and by allocating \$30,898 from the Meadowview Conference Center Fund to the Meadowview Equipment project (MV2300).

Attachments:
1. Budget Ordinance

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

Item X2.

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 Urban Mass Transit Asst Project Fund be amended by increasing various revenue and expense lines by \$507,348 within the TN-2017-039-00 project (FTA039) and by transferring \$28,802 from the TN-2017-039-00 project (FTA039) to the Transit Cares project (FTA022).

SECTION II. That the General Project Fund be amended by transferring \$1,850 from the Facility Maint & Improve project (GP1903) to the Faci Maint-Improv HVAC project (GP2009). Close GP1903.

SECTION III. That the Meadowview Conference Center Fund be amended by increasing various revenue lines by a total of \$30,898 and the Meadowview Project Fund line by \$30,898.

SECTION IV. That the Meadowview Project Fund be amended by accepting a contribution from Eastman for the purchase of a Cooling Tower in the amount of \$212,300 to the Meadowview Equipment project (MV2300), by transferring \$19,163 from the Meadowview Roof project (MV2000) to the Meadowview Equipment project (MV2300), and by allocating \$30,898 from the Meadowview Conference Center Fund to the Meadowview Equipment project (MV2300). Close MV2000.

Account Number/Description:
Urban Mass Transit Asst Project Fund: 123
TN-2017-039-00 (FTA039)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	1,222,312	5,249	1,227,561
123-0000-332.90-00 Department of Transportation	432,656	434,305	866,961
123-0000-365.20-09 Bus Fares TN-90-X150	62,000	20,587	82,587
123-0000-365.21-10 ADA Paratransit	28,000	22,707	50,707
123-0000-368.15-00 Rental of Land & Building	49,000	24,500	73,500
123-0000-391.01-00 From General Fund	432,656	(28,802)	403,854
Total:	2,226,624	478,546	2,705,170

<u>Expenditures:</u>	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	857,195	406,927	1,264,122
123-5901-602.10-11 Overtime	25,000	37,352	62,352
123-5901-602.10-20 Social Security	68,329	21,117	89,446
123-5901-602.10-30 Group Health Insurance	125,000	67,157	192,157
123-5901-602.10-40 Retirement	75,000	66,114	141,114
123-5901-602.10-50 Life Insurance	2,000	10	2,010
123-5901-602.10-52 Long Term Disability Ins	2,000	(472)	1,528
123-5901-602.10-60 Workmen's Compensation	32,000	(30,783)	1,217
123-5901-602.10-61 Unemployment Insurance	2,000	(189)	1,811
123-5901-602.20-10 Advertising & Publication	15,000	(13,863)	1,137

123-5901-602.20-11 Printing & Binding	11,000	(2,581)	8,419
123-5901-602.20-20 Professional/Consultant	4,000	(23)	3,977
123-5901-602.20-21 Accounting & Auditing	5,000	(1,050)	3,950
123-5901-602.20-30 Electric Service	8,500	5,616	14,116
123-5901-602.20-33 Water & Sewer	6,000	(3,744)	2,256
123-5901-602.20-34 Telephone	7,571	(2,444)	5,127
123-5901-602.20-36 Natural Gas	4,000	521	4,521
123-5901-602.20-40 Travel Expense	12,000	6,492	18,492
123-5901-602.20-41 Registration Fees/Tuition	4,000	(3,751)	249
123-5901-602.20-42 Personal Vehicle Reimburs	300	(300)	0
123-5901-602.20-43 Dues & Memberships	8,500	2,660	11,160
123-5901-602.20-44 Literature/Subscriptions	1,000	608	1,608
123-5901-602.20-45 Training	3,000	(3,000)	0
123-5901-602.20-52 Medical Services	2,000	(730)	1,270
123-5901-602.20-54 Equipment Rental	5,000	(886)	4,114
123-5901-602.20-55 Repairs & Maintenance	10,000	(4,269)	5,731
123-5901-602.20-56 Repairs & Maint-Vehicles	250,000	54,451	304,451
123-5901-602.20-57 Computer Repairs & Maint	1,429	71	1,500
123-5901-602.20-69 Stormwater Fee Expense	300	34	334
123-5901-602.20-75 Temporary Employees	8,000	3,626	11,626
123-5901-602.20-99 Miscellaneous	60,000	65,839	125,839
123-5901-602.30-10 Office Supplies	10,000	(4,041)	5,959
123-5901-602.30-11 Postage	1,000	(299)	701
123-5901-602.30-12 Food	2,000	1,409	3,409
123-5901-602.30-20 Operating Supplies & Tool	14,000	(3,640)	10,360
123-5901-602.30-22 Maintenance Supplies	7,000	1,424	8,424
123-5901-602.30-26 Sign Parts & Supplies	5,000	(4,865)	135
123-5901-602.30-29 Clothing & Uniforms	12,000	(900)	11,100
123-5901-602.30-44 Motor Pool Charges	500	(500)	0
123-5901-602.50-10 Buildings	3,000	(3,000)	0
123-5901-602.50-12 Liability	4,000	(4,000)	0
123-5901-602.50-26 Vehicle Ins Chgd by FLM	3,000	1,448	4,448
123-5902-602.20-56 Repairs & Maint-Vehicles	175,000	(175,000)	0
123-5902-602.90-06 Purchases \$5,000 & Over	375,000	0	375,000
Total:	2,226,624	478,546	2,705,170

Transit Cares (FTA022)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	2,414,374	0	2,414,374
123-0000-332.90-00 Department of Transportation	1,687,952	0	1,687,952
123-0000-365.20-09 Bus Fares TN-90-X150	100,000	0	100,000
123-0000-365.21-10 ADA Paratransit	65,000	0	65,000
123-0000-368.15-00 Rental of Land & Building	140,000	0	140,000
123-0000-391.01-00 From General Fund	824,387	28,802	853,189
Total:	5,231,713	28,802	5,260,515

Expenditures:

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	2,503,532	0	2,503,532
123-5901-602.10-11 Overtime	133,447	0	133,447
123-5901-602.10-20 Social Security	182,670	0	182,670

123-5901-602.10-30 Group Health Insurance	343,458	0	343,458
123-5901-602.10-41 TCRS Retirement	191,412	0	191,412
123-5901-602.10-42 TCRS Hybrid Retirement	29,981	0	29,981
123-5901-602.10-43 ICMA Retirement	77,993	0	77,993
123-5901-602.10-50 Life Insurance	4,942	0	4,942
123-5901-602.10-52 Long Term Disability Ins	4,991	0	4,991
123-5901-602.10-60 Workmen's Compensation	3,774	0	3,774
123-5901-602.10-61 Unemployment Insurance	4,000	0	4,000
123-5901-602.20-10 Advertising & Publication	5,000	0	5,000
123-5901-602.20-11 Printing & Binding	29,250	0	29,250
123-5901-602.20-20 Professional/Consultant	61,400	0	61,400
123-5901-602.20-21 Accounting & Auditing	6,000	0	6,000
123-5901-602.20-30 Electric Service	51,200	0	51,200
123-5901-602.20-33 Water & Sewer	6,996	0	6,996
123-5901-602.20-34 Telephone	15,600	0	15,600
123-5901-602.20-36 Natural Gas	9,267	0	9,267
123-5901-602.20-40 Travel Expense	17,400	0	17,400
123-5901-602.20-41 Registration Fees/Tuition	7,800	0	7,800
123-5901-602.20-42 Personal Vehicle Reimburs	600	0	600
123-5901-602.20-43 Dues & Memberships	25,500	0	25,500
123-5901-602.20-44 Literature/Subscriptions	6,300	0	6,300
123-5901-602.20-45 Training	7,800	0	7,800
123-5901-602.20-52 Medical Services	2,100	0	2,100
123-5901-602.20-54 Equipment Rental	21,686	0	21,686
123-5901-602.20-55 Repairs & Maintenance	44,400	0	44,400
123-5901-602.20-56 Repairs & Maint-Vehicles	682,198	28,802	711,000
123-5901-602.20-69 Stormwater Fee Expense	3,637	0	3,637
123-5901-602.20-75 Temporary Employees	11,600	0	11,600
123-5901-602.20-99 Miscellaneous	579,606	0	579,606
123-5901-602.30-10 Office Supplies	13,500	0	13,500
123-5901-602.30-11 Postage	2,626	0	2,626
123-5901-602.30-12 Food	3,333	0	3,333
123-5901-602.30-20 Operating Supplies & Tool	26,944	0	26,944
123-5901-602.30-22 Maintenance Supplies	35,105	0	35,105
123-5901-602.30-26 Sign Parts & Supplies	18,561	0	18,561
123-5901-602.30-29 Clothing & Uniforms	20,195	0	20,195
123-5901-602.30-44 Motor Pool Charges	1,810	0	1,810
123-5901-602.30-68 Covid-19	7,729	0	7,729
123-5901-602.40-68 Covid-19	7,690	0	7,690
123-5901-602.50-10 Buildings	6,180	0	6,180
123-5901-602.50-26 Vehicle Ins Chgd by FLM	12,500	0	12,500
Total:	5,231,713	28,802	5,260,515

General Project Fund: 311

Account Number/Description:

Facility Maint & Improve (GP1903)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	21,000	0	21,000
311-0000-368.10-56 GO Bonds Series 2018 A	420,809	(1,850)	418,959
311-0000-368.21-01 Premium from Bond Sale	15,634	0	15,634
Total:	457,443	(1,850)	455,593

Expenditures:

311-0000-601.40-41 Bond Sale Expense	9,774	0	9,774
311-0000-601.90-03 Improvements	447,669	(1,850)	445,819
Total:	457,443	(1,850)	455,593

Faci Maint-Improv HVAC (GP2009)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	440,452	0	440,452
311-0000-368.21-01 Premium From Bond Sale	39,590	0	39,590
311-0000-368.10-56 GO Bonds Series 2018 A	0	1,850	1,850
311-0000-391.01-00 From General Fund	295,680	0	295,680
Total:	775,722	1,850	777,572

Expenditures:

311-0000-601.20-22 Construction Contracts	296,822	1,850	298,672
311-0000-601.20-23 Arch/Eng/Landscaping	15,875	0	15,875
311-0000-601.40-41 Bond Sale Expense	5,042	0	5,042
311-0000-601.90-03 Improvements	457,983	0	457,983
Total:	775,722	1,850	777,572

Meadowview Conference Center Fund: 420

Account Number/Description:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
420-0000-361.10-00 Earning on Investments	11,154	631	11,785
420-0000-361.22-01 FF&E Sinking Fund	39,266	3,551	42,817
420-0000-361.22-05 Int LGIP GO Bonds	7,765	293	8,058
420-0000-361.22-06 Lost Rev & Tax Bonds	373	39	412
420-0000-364.20-00 From Corporations	0	8,065	8,065
420-0000-375.60-01 Furn/Fixtures & Eqpt Fees	158,308	15,989	174,297
420-0000-375.60-02 Room Surcharge	138,524	2,330	140,854
420-0000-391.25-00 From Regional Sales Tax	2,257,010	0	2,257,010
Total:	2,612,400	30,898	2,643,298

Expenditures:

420-6996-696.76-04 Meadowview Project Fund	0	30,898	30,898
Total:	0	30,898	30,898

Fund 454: Meadowview Project Fund

Meadowview Roof (MV2000)

<u>Expenditures:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
454-0000-391.05-56 Series 2019 GO Improvment	350,000	(19,163)	330,837
454-0000-391.05-69 GO Bonds Series 2021	739,633	0	739,633
Total:	1,089,633	(19,163)	1,070,470

<u>Expenditures:</u>	\$	\$	\$
454-0000-601.20-22 Construction Contracts	1,034,489	(47,987)	986,502
454-0000-601.20-23 Arch/Eng/Landscaping Serv	55,144	28,824	83,968
Total:	1,089,633	19,163	1,070,470

Meadowview Equipment (MV2300)

<u>Expenditures:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
454-0000-364.20-00 From Corporations	0	212,300	212,300
454-0000-391.05-56 Series 2019 GO Improvment	0	19,163	19,163
454-0000-391.05-69 GO Bonds Series 2021	162,500	0	162,500
454-0000-391.49-00 Meadowview Conference CT	0	30,898	30,898
Total:	162,500	262,361	424,861

<u>Expenditures:</u>	\$	\$	\$
454-0000-601.90-03 Improvements	162,500	262,361	424,861
Total:	162,500	262,361	424,861

SECTION V. 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 for Various Funds FY25

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

Action Form No.: AF-229-2024
Work Session: August 5, 2024
First Reading: August 6, 2024
Final Adoption: August 20, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
The General Fund is being amended by transferring \$175,000 from the Repairs & Maint-Vehicles line (110-4810-481.20-56) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Concrete Roads/Sidewalks project (NC2501).

The General Project-Special Revenue Fund is being amended by allocating \$175,000 from the General Fund to the Concrete Roads/Sidewalks project (NC2501), by accepting a grant from the TN Department of Agriculture to the Farmers Market Advertising project (NC2112) in the amount of \$1,500, and by accepting a grant from the Tennessee Arts Commission to the TAC Partnership Support project (NC2502) in the amount of \$19,100.

The General Project Fund is being amended by accepting \$5,600,000 from Sullivan County for the Justice Center Expansion project (GP2402) and by transferring \$70,000 from the Justice Center Expansion project (GP2402) to the Parking Garage project (GP2501).

The Solid Waste Fund is being amended by increasing the Fund Balance Appropriations line (415-0000-392.01-00) and the Solid Waste Project Fund line (415-6996-696.76-03) by \$26,697 to be allocated to the Solid Waste Carts project (DL2301) for the purchase of Bear Carts.

The Solid Waste Project Fund is being amended by allocating \$26,697 from the Solid Waste fund to the Solid Waste Carts project (DL2301), and by transferring \$50,000 from the Demolition Landfill project (DL2300) to the Sanitation Site Improvements project (DL2200).

Attachments:
1. Budget Ordinance

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

Item X3.

ORDINANCE NO.

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

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

SECTION I. That the General Fund be amended by transferring \$175,000 from the Repairs & Maint-Vehicles line (110-4810-481.20-56) to the To Gen Proj-Special Rev line (110-4804-481.70-35) to be allocated to the Concrete Roads/Sidewalks project (NC2501).

SECTION II. That the General Project-Special Revenue Fund be amended by allocating \$175,000 from the General Fund to the Concrete Roads/Sidewalks project (NC2501), by accepting a grant from the TN Department of Agriculture to the Farmers Market Advertising project (NC2112) in the amount of \$1,500, and by accepting a grant from the Tennessee Arts Commission to the TAC Partnership Support project (NC2502) in the amount of \$19,100.

SECTION III. That the General Project Fund be amended by accepting \$5,600,000 from Sullivan County to the Justice Center Expansion project (GP2402) and by transferring \$70,000 from the Justice Center Expansion project (GP2402) to the Parking Garage project (GP2501).

SECTION IV. That the Solid Waste Fund be amended by increasing the Fund Balance Appropriations line (415-0000-392.01-00) and the Solid Waste Project Fund line (415-6996-696.76-03) by \$26,697 to be allocated to the Solid Waste Carts project (DL2301) for the purchase of Bear Carts.

SECTION V. That the Solid Waste Project Fund be amended by allocating \$26,697 from the Solid Waste fund to the Solid Waste Carts project (DL2301), and by transferring \$50,000 from the Demolition Landfill project (DL2300) to the Sanitation Site Improvements project (DL2200).

Account Number/Description:

General Fund

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Spec Rev	2,700,000	175,000	2,875,000
110-4810-481.20-56 Repairs & Maint-Vehicles	191,600	(175,000)	16,600
Total:	2,891,600	0	2,891,600

Account Number/Description:

Fund 111: Gen Project-Special Revenue Fund

Concrete Roads/Sidewalks (NC2501)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	175,000	175,000
Total:	0	175,000	175,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	175,000	175,000
Total:	0	175,000	175,000

Farmers Market Advertising (NC2112)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-332.61-00 TN Dept of Agriculture	\$ 2,500	\$ 1,500	\$ 4,000
Total:	2,500	1,500	4,000

Expenditures:

111-0000-601.20-10 Advertising & Publication	\$ 2,500	\$ 1,500	\$ 4,000
Total:	2,500	1,500	4,000

TAC Creative Partnership Support (NC2502)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-332.32-00 TN Arts Commission	\$ 0	\$ 19,100	\$ 19,100
Total:	0	19,100	19,100

Expenditures:

111-0000-601.20-20 Professional/Consultant	\$ 0	\$ 19,100	\$ 19,100
Total:	0	19,100	19,100

General Project Fund: 311

Account Number/Description:

Justice Center Expansion (GP2402)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
311-0000-333.40-00 Justice Center	\$ 0	\$ 5,600,000	\$ 5,600,000
311-0000-368.10-72 GO Bonds Series 2023	13,195,718	(68,227)	13,127,491
311-0000-368.21-01 Premium From Bond Sale	342,926	(1,773)	341,153
Total:	13,538,644	5,530,000	19,068,644

Expenditures:

311-0000-601.20-22 Construction Contracts	\$ 13,400,000	\$ 5,530,000	\$ 18,930,000
311-0000-601.40-41 Bond Sale Expense	138,644	0	138,644
Total:	13,538,644	5,530,000	19,068,644

Parking Garage (GP2501)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
311-0000-368.10-72 GO Bonds Series 2023	\$ 0	\$ 68,227	\$ 68,227
311-0000-368.21-01 Premium From Bond Sale	0	1,773	1,773
Total:	0	70,000	70,000

Expenditures:

311-0000-601.90-03 Improvements	\$ 0	\$ 70,000	\$ 70,000
Total:	0	70,000	70,000

Solid Waste Fund: 415

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
415-0000-392.01-00 Fund Balance Appropriations	\$ 61,632	\$ 26,697	\$ 88,329
Total:	61,632	26,697	88,329

Expenditures:

415-6996-696.76-03 Solid Waste Project Fund	\$ 0	\$ 26,697	\$ 26,697
Total:	0	26,697	26,697

Account Number/Description:

Solid Waste Project Fund: 455

Solid Waste Carts (DL2301)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-391.13-00 From Solid Waste Fund	\$ 100,000	\$ 26,697	\$ 126,697
Total:	100,000	26,697	126,697

Expenditures:

455-0000-601.90-04 Equipment	\$ 100,000	\$ 26,697	\$ 126,697
Total:	100,000	26,697	126,697

Demolition Landfill (DL2300)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-391.13-00 From Solid Waste Fund	\$ 149,498	\$ (50,000)	\$ 99,498
Total:	149,498	(50,000)	99,498

Expenditures:

455-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 149,498	\$ (50,000)	\$ 99,498
Total:	149,498	(50,000)	99,498

Sanitation Site Improvements (DL2200)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
455-0000-391.13-00 From Solidwaste Mgmt Fund	\$ 638,400	\$ 50,000	\$ 688,400
Total:	638,400	50,000	688,400

Expenditures:

455-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 638,400	\$ 50,000	\$ 688,400
Total:	638,400	50,000	688,400

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

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 Purchase One (1) CAT 420 Backhoe Loader & One (1) CAT 306 Mini Excavator from TN State Contract # 72872

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

Action Form No.: AF-230-2024
Work Session: August 19, 2024
First Reading: N/A
Final Adoption: August 20, 2024
Staff Work By: Committee
Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the Resolution.

Executive Summary:

It is the recommendation of the committee to purchase One (1) CAT 420 Backhoe Loader & One (1) CAT 306 Mini Excavator from Stowers Machinery utilizing TN State Contract # 72872 for use by the Water & Wastewater Maintenance Departments. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total prices. The estimated delivery date is 30 days after purchase orders are received.

\$127,743.40 Unit Cost for CAT 420 Backhoe Loader
\$102,462.83 Unit Cost for CAT 306 Mini Excavator

Please see the attached recommendation memo for additional information & TN State Contract information.

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

Attachments:

- 1. Resolution
- 2. Recommendation Memos
- 3. Quotes
- 4. TN State Contract

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

Item X11.

RESOLUTION NO. _____

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

WHEREAS, staff recommends the purchase of one 2024 CAT 420 Backhoe Loader and one 2024 CAT 306 mini excavator from Stowers Machinery utilizing TN State Contract #72872 for use by the Water & Waste Water Maintenance Departments; and

WHEREAS, local governments are allowed to use state contracts to purchase goods and services directly from holders of contracts with the state, as authorized by Tenn. Code Ann. §12-3-1201; and

WHEREAS, the CAT 420 Backhoe Loader and CAT 306 Mini Excavator are available pursuant to Tennessee State Contract No.: 72872, the city will need to submit purchase orders to Stowers Machinery for \$127,743.40 for the 420 Backhoe Loader and for \$102,462.83 for the CAT 306 Mini Excavator; and

WHEREAS, the funding is available in project/account no.: 51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Stowers Machinery for the purchase of one CAT 420 Backhoe Loader in the amount of \$127,743.40.

SECTION II. That the city manager is authorized to execute a purchase order to Stowers Machinery for the purchase of one CAT 306 Mini Excavator in the amount of \$102,462.83.

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

ADOPTED this the 20th day of August 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: August 6, 2024
Re: Fleet Replacement of 2157 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 2157 in the amount of \$127,743.40. The unit bid meets the expectations of the Waste Water Maintenance and will fulfill the requirements of their operational needs. This unit will be purchased utilizing the Tennessee Statewide Contract # 72872. A copy of the the Tennessee Statewide Contract is attached. The estimated delivery is 30 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	CAT 420 BACKHOE LOADER	STOWERS MACHINERY	NA City/NA Hwy

The unit will be a Fleet Replacement

The unit listed below will be replaced and disposed of utilizing the current approved City process.

The the Tennessee Statewide offering was reviewed by Adam Williams and he is in agreement with this recommendation.

Fuel Economy Improvement

N/A

Fuel economy will be compatible with the current unit we have.

the Tennessee Statewide Contract 72872

Replacements

2157	2014 VOLVO BACKHOE 4WD	Mileage	3,691 Hours
-------------	------------------------	---------	-------------

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

Thank you.





FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: August 2, 2024
Re: Fleet Replacement of 2106 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 2106 in the amount of \$102,462.83. The unit bid meets the expectations of the Water Maintenance and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Tennessee State Contract Contract # 72872. A copy of the Tennessee State Contract Contract is attached. The estimated delivery is 30 days..

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	CAT 306 MINI EXCAVATOR	STOWERS MACHINERY	NA City/NA Hwy

The unit will be a Fleet Replacement

The unit listed below will be replaced and disposed of utilizing the current approved City process.

The Tennessee State Contract offering was reviewed by Adam Williams and he is in agreement with this recommendation.

Fuel Economy Improvement

N/A

Fuel economy will be compatible with the current unit we have.

Tennessee State Contract Contract 72872

Replacements

2106 2013 VOLVO 4WD BACKHOE Mileage 4,533 Hrs

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

Thank you.



625 West Industry Drive

Kingsport Item X11. 7660

(423) 229-9446

Kingsport – the best Place to Be

Stowers



Dennis Higdon
(423) 914-8237 | dhigdon@stowerscat.com

Stowers Machinery Corporation
9960 Airport Pkwy, Kingsport, TN 37663
www.stowerscat.com

Date	Proposal ID
07/29/2024	#00021690

Prepared For	
City Of Kingsport 415 Broad St Kingsport, TN 37660	Steve Leonard (423) 276-5515 steveleonard@kingsporttn.gov

Machine Configuration

542-7992 420 07A BACKHOE LOADER CFG2
 642-9588 TRIM PACKAGE 3
 541-9540 ENGINE, 74.5KW, C3.6 DITA, T4F
 639-4880 PRODUCT LINK, CELLULAR, PLE643
 533-0488 TIRES, 340 80-18/500 70-24, MX
 219-3387 BUCKET-HD, 24", 6.2 FT3
 545-8548 LOADER BUCKET PINS
 9R-6007 STABILIZER PADS, FLIP-OVER
 206-1747 BELT, SEAT, 2" SUSPENSION

Description	List Price	Disc %	Disc \$	Amount
420	\$182,010.00	37.00%	-\$67,343.70	\$114,666.30
Manual Quick Coupler	\$2,465.00	10.00%	-\$246.50	\$2,218.50
18" HD Bucket	\$1,889.00	10.00%	-\$188.90	\$1,700.10
1.4 YD3 GP Bucket w/ BOCE	\$4,465.00	10.00%	-\$446.50	\$4,018.50
Beacon Light	-	-	-	\$300.00
60 MONTH / 3000 HOUR GOVERNMENT PT+HYD WARRANTY	-	-	-	\$1,840.00
Dealer Prep	-	-	-	\$3,000.00
			Total:	\$127,743.40
				Plus applicable taxes & fees*

Additional Information

Priced with Statewide Contract 2525
Contract Number: 000000000000000000072872

Important Notes

This unit is subject to prior sale. Otherwise, this offer is valid for 30 days from the date shown above, except by prior agreement. The information shown in this offer is subject to the prices, terms, and governmental regulations in effect at the date of delivery for all machines, parts, and service. Stowers Machinery Corporation reserves the right to correct clerical errors and adjust pricing to account for unscheduled price increases or surcharges assessed by our suppliers. Shipping costs, state and local taxes, and finance fees are not included unless specified.

EAST KNOXVILLE
865.546.1414

WEST KNOXVILLE
865.218.8800

CHATTANOOGA
423.698.6943

CROSSVILLE
931.456.6543

SEVIERVILLE
865.595.3750

TRI-CITIES
423.323.0400



@STOWERSCAT



@STOWERSCAT



@STOWERS_MA

Item X11.

STOWERS MACHINERY CORPORATION



STOWERSCAT.COM

Stowers



Dennis Higdon
(423) 914-8237 | dhigdon@stowerscat.com

Stowers Machinery Corporation
9960 Airport Pkwy, Kingsport, TN 37663
www.stowerscat.com

Date	Proposal ID
08/02/2024	#00021697

Prepared For
City Of Kingsport 415 Broad St Kingsport, TN 37660

Machine Configuration

NEW CAT 306
CAB WITH AC
POWER ANGLE BLADE
STICK STEER
LONG STICK
RUBBER TRACKS
CONTROL PATTERN CHANGER
REAR VIEW CAMERA
AUXILIARY HYDRAULICS
HYDRAULIC COUPLER
HYDRAULIC THUMB

TENNESSEE STATE CONTRACT
SWC225 CONTRACT #: 000000000000000000072872

Description	List Price	Disc %	Disc \$	Amount
306	\$137,105.00	27.50%	-\$37,703.87	\$99,401.13
24" BUCKET	\$1,813.00	10.00%	-\$181.30	\$1,631.70
306 HEXMN 72 MONTH / 3000 HOUR	-	-	-	\$980.00
GOVERNMENT PREMIER WARRANTY	-	-	-	\$950.00
FREIGHT AND PREP	-	-	-	\$300.00
BEACON LIGHT	-	-	-	-\$800.00
STATE CONTRACT VOLUME DISCOUNT	-	-	-	
Total:			\$102,462.83	
				Plus applicable taxes & fees*

Important Notes

This unit is subject to prior sale. Otherwise, this offer is valid for 30 days from the date shown above, except by prior agreement. The information shown in this offer is subject to the prices, terms, and governmental regulations in effect at the date of delivery for all machines, parts, and service. Stowers Machinery Corporation reserves the right to correct clerical errors and adjust pricing to account for unscheduled price increases or surcharges assessed by our suppliers. Shipping costs, state and local taxes, and finance fees are not included unless specified.

EAST KNOXVILLE
865.546.1414

WEST KNOXVILLE
865.218.8800

CHATTANOOGA
423.698.6943

CROSSVILLE
931.456.6543

SEVIERVILLE
865.595.3750

TRI-CITIES
423.323.0400



@STOWERSCAT



@STOWERSCAT



@STOWERS_MA

Item X11.

STOWERS MACHINERY CORPORATION



STOWERSCAT.COM



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Stowers Machinery Corp
PO Box 14802
Knoxville, TN 37914-1802

Vendor ID: 0000000916

Contract Number: 0000000000000000000072872

Title: SWC2525 Highway & Heavy Equip

Start Date : November 15, 2021 End Date: November 14, 2024

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID:

1000197268 Tack Oil Distributor, Generic SWC asset-Weiler- 10% off APCAT- Regions 1,2

Unit of Measure: EA

Line 2

Item ID:

1000172847 Rollers Steel Wheel, SWC 225 Highway Equipment - Caterpillar, Weiler- 27.5% off APCAT- Regions 1, 2

Unit of Measure: EA

Line 3

Item ID:

1000172848 Excavator Boom Truck, SWC 225 Highway Equipment- Caterpillar- 27.5% off APCAT- Regions 1,2

Unit of Measure: EA

Line 4

Item ID:

1000172850 Excavator, Compact, SWC 225 Highway Equipment- Caterpillar- 27.5% off APCAT- Regions 1, 2

Unit of Measure: EA

Line 5

Item ID:

1000172851 Skid Loader Wheel, SWC 225 Highway Equipment- Caterpillar - 26.5% off APCAT- Regions 1, 2

Unit of Measure: EA

Line 6

Item ID:

Skid Loader Track Compact , SWC 225 Highway Equipment- Caterpillar - 26.5% off APCVAT- Regions 1,2

Unit of Measure: EA

Line 7

Item ID:

1000197266 Brush Chipper, trailer mounted- Bandit - 12% off APCAT- Regions 1, 2

Unit of Measure: EA

Line 8

Item ID:

Force Feed Loader - SWC Generic Asset - Weiler - 14% off APCAT- Regions 1, 2

Unit of Measure: EA

Line 9

Item ID:

1000171676 Backhoe - SWC225 Heavy Equipment - Generic Asset- Caterpillar- Regions 1, 2 Small- 33% off APCAT Medium - 36.5% off APCAT Large- 34.5% off APCAT

Unit of Measure: EA

Line 10

Item ID:

1000156890 Bulldozer - SWC225 Heavy Equipment - Generic Asset- Caterpillar- Regions 1,2 Small- 30% off APCAT Medium - 28% off APCAT Large - 25.5% off APCAT

Unit of Measure: EA

Line 11

Item ID:

1000156097 Excavator (Track and Rubber Tire) -SWC225 Heavy Equipment - Generic Asset - Caterpillar- 25% off APCAT-Regions 1, 2

Unit of Measure: EA

Line 12

Item ID:

1000171679 Loaders (Articulated Rubber Tire) - SWC225 Heavy Equipment - Generic Asset - Caterpillar - Regions 1,2 Small - = 31.5% off APCAT Medium - 35.5% off APCAT Large- 22.5% off APCAT

Unit of Measure: EA

Line 13

Item ID:

1000156926 Graders, Motorized - SWC225 Heavy Equipment - Generic Asset- Caterpillar- 46% off APCAT- Regions 1,2

Unit of Measure: EA

Line 14

Item ID:

Accessories/Options- Highway - 10% off APCAT

Unit of Measure: EA

Line 15

Item ID:

Parts - Highway - 0% off APCAT

Unit of Measure: EA

Line 16

Item ID:

Accessories/Options- Heavy - 10% off

Unit of Measure: EA

Line 17

Item ID:

Parts - Heavy - 0% off APCAT

Unit of Measure: EA

Line 18

Item ID:

Shop Labor Rate - \$113

Unit of Measure: HR

Line 19

Item ID:

Field Labor Rate = \$124

Unit of Measure: HR

Line 20

Item ID:

Afterhours Labor Rate - \$167

Unit of Measure: HR

APPROVED:  Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov, c=US
Date: 2021.11.10 10:57:38 -06'00'

CHIEF PROCUREMENT OFFICER

BY: **Mike Neely** Digitally signed by Mike Neely
Date: 2021.11.10 10:45:30
-06'00'

PURCHASING AGENT

DATE



AGENDA ACTION FORM

Consideration of a Resolution to Donate to the Friends of the Kingsport Public Library

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

Action Form No.: AF-236-2024
Work Session: August 19, 2024
First Reading: N/A
Final Adoption: August 20, 2024
Staff Work By: Committee
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will donate \$50,000 to the Friends of the Kingsport Public Library for the purchase of physical and electronic materials for the Kingsport Public Library’s collection.

The Kingsport Public Library (KPL) currently receives \$1.375m from the General Fund which is part of the required Maintenance of Effort (MOE) as lain out in the City’s agreement with the Library Services Agreement through Tennessee’s Secretary of State. The MOE amount has remained at \$1.375m since FY23. Increasing employee compensation and operational costs have placed pressure on the funds available for materials purchases.

This will allow for the purchase of new materials as part of the library relocating to the Fort Henry Mall during the renovation.

Funding is available in 110-4804-481.70-35.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A DONATION IN THE AMOUNT OF \$50,000 TO THE FRIENDS OF THE KINGSPORT PUBLIC LIBRARY FOR THE PURCHASE OF MATERIALS FOR THE LIBRARY COLLECTION

WHEREAS, the Friends of the Kingsport Public Library is a Tennessee nonprofit corporation principally located within the City of Kingsport whose mission is to support, promote, and enrich the Kingsport Public Library; and

WHEREAS, it is recommended that a donation in the amount of \$50,000 be made to the Friends of the Kingsport Public Library for the purchase of physical as well as electronic materials for the library collection; and

WHEREAS, pursuant to *Tennessee Code Annotated* § 6-54-111 City is authorized to appropriate funds for the financial aid of any nonprofit charitable organization such as the Friends of the Kingsport Public Library; and

WHEREAS, City has been advised this transaction will not affect its maintenance of effort requirements set forth in the Library Service Agreement with the State of Tennessee.

Now therefore,

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

SECTION I. That a donation in the amount of \$50,000 to the Friends of the Kingsport Public Library for the purchase of physical as well as electronic materials for the library collection is approved.

SECTION II. That the board finds this donation is authorized pursuant to Tenn. Code. Ann. § 6-54-111 conditioned upon City's receipt of the required financial information relative to the Friends of the Kingsport Public Library's business affairs and transactions.

SECTION III. That the board hereby finds the funds appropriated for this donation will be used to promote the education and general welfare of the residents of the City.

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

ADOPTED this the 20th day of August, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Teacher Laptops from Dell Marketing LP

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

Action Form No.: AF-233-2024
Work Session: August 19, 2024
First Reading: N/A
Final Adoption: August 20, 2024
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the resolution.

Executive Summary:

The administration recommends utilizing the Wilson County Schools Cooperative Purchasing Agreement for 170 Teacher Laptops and Pens from Dell Marketing L.P. (Contract C00000381302). The Dell Latitude 5350 laptops are \$1,264.64 each and the Dell Premier Rechargeable Active Pens are \$60.74 each for a total cost of \$225,314.60. These are being purchased for teachers in grades PK-2 as well as elementary related arts teachers.

Kingsport City Schools benefits from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from School General Purpose Funds and ESSER.

This action was approved by the Board of Education on August 13, 2024.

Attachments:

Resolution
Quote

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY
MANAGER TO EXECUTE A PURCHASE ORDER
TO DELL MARKETING LP FOR 170 DELL
LATITUDE 5350 TEACHER LAPTOPS AND DELL
PREMIER RECHARGEABLE ACTIVE PENS FOR
KINGSPORT CITY SCHOOLS

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

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

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

WHEREAS, by utilizing the Wilson County Board of Education agreement with Dell Marketing L.P. (Contract C000000381302), the city can purchase 170 Dell Latitude 5350 laptops and 170 Dell Premier Rechargeable Active Pens for a total cost of \$225,314.60; and

WHEREAS, the Board of Education approved this action on August 13, 2024; and

WHEREAS, funding for this project will be from the School General Purpose Funds budget and ESSER.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order to Dell Marketing L.P. for 170 Dell Latitude 5350 laptops and 170 Dell Premier Rechargeable Active Pens for a total cost of \$225,314.60, which will be funded by the School General Purpose Funds budget and ESSER, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 20th day of August, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 05, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	5350s with Pens ver 5 ver 4	Sales Rep	Rachel Holmes
Quote No. Total	3000178635955.7	Phone	(800) 456-3355, 80000
Customer #	125498624	Email	R_Holmes@Dell.com
Quoted On	Aug. 06, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 05, 2024		KINGSPORT CITY SCHOOLS
Contract Name	Wilson County Schools - Customer Purchase Agreement for Products and Services		415 BROAD ST
Contract Code	C000000381302		KINGSPORT, TN 37660
Customer Agreement #	Wilson County Schools		
Deal ID	27773400		

Message from your Sales Rep

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

Regards,
Rachel Holmes

Shipping Group

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

Product	Unit Price	Quantity	Subtotal
SI# C5T904 Dell Latitude 5350	\$1,264.64	170	\$214,988.80
Dell Premier Rechargeable Active Pen PN7522W	\$60.74	170	\$10,325.80

Item X13.

Subtotal:	\$225,314.60
Shipping:	\$0.00
Non-Taxable Amount:	\$225,314.60
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$225,314.60
--------	--------------

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

Prevent, respond and recover
from cyber threats

Managed Detection and Response Pro Plus

[Learn More](#)

Item X13.

Shipping Group Details

Shipping To

ANDY ARNOLD
KINGSPORT CITY SCHOOLS
1000 POPLAR ST
KINGSPORT, TN 37660-4552
(423) 378-2154

Shipping Method

VALS Delivery

	Unit Price	Quantity	Subtotal
SI# C5T904 Dell Latitude 5350	\$1,264.64	170	\$214,988.80

Estimated delivery if purchased today:

Sep. 06, 2024

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5350 XCTO Base	210-BLST	-	170	-
Intel Core Ultra 7 165U vPro (12 MB cache, 12 cores, 14 threads, up to 4.9 GHz Turbo)	379-BFNM	-	170	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	170	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	170	-
16 GB: LPDDR5x, 6400 MT/s (4800 MT/s with 13th Gen Intel Core processors), dual-channel (onboard)	370-BBVG	-	170	-
Integrated Intel graphics for Intel Core Ultra 7 165U vPro processor, 16 GB LPDDR5x memory	338-CNQJ	-	170	-
Intel(R) Rapid Storage Technology Driver	409-BCXW	-	170	-
Intel vPro Enterprise Technology Enabled	631-BBSV	-	170	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	170	-
2-in-1, 13.3", FHD 1920x1080, 60Hz, IPS, Touch, AR+AS, 300 nit, 72% NTSC, GG DXC, Pen Support, FHD+IR Cam, 4G	391-BHYD	-	170	-
English US backlit AI hotkey keyboard, 79-key	583-BLLZ	-	170	-
Intel AX211 WLAN Driver	555-BKQX	-	170	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	170	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	170	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	170	-
No Fingerprint Reader	346-BKNG	-	170	-
E4 Power Cord 1M for US	537-BBDO	-	170	-
Latitude 5350 2-in-1 Quick Start Guide	340-DMQJ	-	170	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	170	-
ENERGY STAR Qualified	387-BBPC	-	170	-
Custom Configuration	817-BBBB	-	170	-
Dell Additional Software	658-BFQB	-	170	-
DAO Mix Model 65W Adpt MTL 2N1 AX211	340-DMXZ	-	170	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	170	-
Windows AutoPilot	634-BRWG	-	170	-

Item XI3.

Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	170	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	170	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	170	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	170	-
Dell Limited Hardware Warranty	997-8317	-	170	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	170	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	997-8332	-	170	-
CFI Routing SKU	365-0257	-	170	-
CFI,Specialized Documentation, Shipping Labels, Packing Slips,Factory Install	366-0105	-	170	-
Consigned Asset Tag	366-0141	-	170	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	170	-
CFI,Information,OPTIONS,ONLY,C ustomer Install	377-6463	-	170	-
CFI,Information,LT,2T,L2/L3,Facto ry Install	377-9902	-	170	-
CFI,INFO,PROLOGIC,ROUTIN,Facto ry Install	381-5973	-	170	-

Unit Price	Quantity	Subtotal
\$60.74	170	\$10,325.80

Dell Premier Rechargeable Active Pen PN7522W

Estimated delivery if purchased today:
Aug. 13, 2024
Contract # C000000381302
Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Dell Premier Rechargeable Active Pen PN7522W	750-ADQS	-	170	-

Subtotal:	\$225,314.60
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$225,314.60

Item X13.

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



AGENDA ACTION FORM

Consideration of a Resolution to Award the Bid to Construction Partners, LLC for the Water and Sewer Warehouse Renovations and Authorize the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-240-2024
 Work Session: August 19, 2024
 First Reading: N/A
 Final Adoption: August 20, 2024
 Staff Work By: A. Dobbins / C. Austin
 Presentation By: Ryan McReynolds

Recommendation:
 Approve the Resolution.

Executive Summary:
 In 2017 Utilities (Drinking Water, Wastewater, and Storm Water) Maintenance moved into a new building (Pet Dairy) next to their old office building on Konnarock Rd. Part of their old building was used as a parts warehouse along with housing offices. The future plans were to convert the old building fully into a warehouse to incorporate many parts that have historically been stored outside on our lot.

We procured the architectural services of Thompson & Litton to design the demolition of the interior of the building to give more space for parts storage and to build new offices, storage rooms, and bathrooms.

A bid opening was held on 8/1/24 for the proposed renovations, receiving three bids.

City staff and our architect reviewed the bids and recommends awarding the contract, to include Phase I (demolition, exterior, electrical and plumbing), Phase II (office, storage, and bathroom buildout), and Alternate 1 (insulation of exterior walls of warehouse), to the low bidder, Construction Partners, LLC in the amount of \$711,865.00

Phase I:	\$464,280.00
Phase II:	\$200,450.00
Alternate 1:	\$ 47,135.00
Contingency (6%):	<u>\$ 42,712.00</u>
Total:	<u>\$754,577.00</u>

Funding is available and identified in WA2302, WA2502, SW2402 and SW2503.

- Attachments:**
1. Resolution
 2. Architect's Recommendation
 3. Bid Minutes

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

Item XI4.

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE WATER AND SEWER WAREHOUSE RENOVATION PROJECT TO CONSTRUCTION PARTNERS, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened August 21, 2024, for the Water and Sewer Warehouse Renovation Project; and

WHEREAS, upon review of the bids, the board finds Construction Partners, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract to include Phase I -demolition, exterior, electrical and plumbing, Phase II-office, storage, and bathroom buildout, and Alternate 1-insulation of exterior walls of warehouse from Construction Partners, LLC at an estimated construction cost of \$711,865.00; and

WHEREAS, funding is identified in project numbers WA2302, WA2502, SW2402 and SW2503;

Now therefore,

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

SECTION I. That the bid for the Water and Sewer Warehouse Renovation Project, consisting of Phase I -demolition, exterior, electrical and plumbing, Phase II-office, storage, and bathroom buildout, and Alternate 1-insulation of exterior walls of warehouse at an estimated cost of \$711,865.00 is awarded to Construction Partners, LLC, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 20th day of August 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**THOMPSON
& LITTON** EST. 1954
ENGINEERS ARCHITECTS

August 5, 2024

Ms. Alys Dobbins, E.I.
Civil Engineer
Utilities Department
City of Kingsport
1113 Konnarock Road
Kingsport, Tennessee 37664

Re: Water and Sewer Warehouse Renovations
T&L Project No. 17028

Dear Ms. Dobbins:

Bids for the above referenced project were received until 4:00 P.M. on August 1, 2024, and opened publicly.

Thompson & Litton has reviewed the bids to formulate an opinion of the contractors' responsiveness with respect to the scope of work advertised. The following bids were received:

CONTRACTOR	TOTAL BID (Phase I, Phase II, & Alternate)	DIFFERENCE
Construction Partners, LLC	\$711,865.00*	N/A
Preston Construction Company	\$853,000.00**	+\$141,135.00
Skilled Services, LLC	\$973,150.00***	+\$261,285.00

* Phase I - \$464,280.00; Phase II - \$200,450.00; Alternate 1 - \$47,135.00

** Phase I - \$561,000.00; Phase II - \$249,000.00; Alternate 1 - \$43,000.00

*** Phase I - \$560,500.00; Phase II - \$359,700.00; Alternate 1 - \$52,950.00

Upon conducting a review and evaluation of the bids, it appears that the bids were responsive and consistent in all material aspects with the terms of the invitation.

Construction Partners, LLC submitted the lowest bid in the amount of \$711,865.00. Based on past experience with Construction Partners, LLC, it is our opinion that they are responsible and have the necessary construction capability to satisfactorily construct this project within the respective contract time frame. We have spoken with the Project Manager for Construction Partners, LLC, and have reviewed their bid. They are comfortable with the proposal submitted for this project.



City of Kingsport
Bid Evaluation – Water and Sewer Warehouse Renovations
August 5, 2024
Page 2

Thompson & Litton recommends that the City of Kingsport consult with its financial advisor and legal counsel for their respective input and recommendations regarding these bids, as well as any other criteria that they may feel are appropriate in making a final determination of award.

A copy of the Bid Opening Attendance Record, Bids Received Form, and the bid package of the lowest Bidder are enclosed for your review.

Please contact us if you need further information or have questions regarding our evaluation.

Sincerely,

A handwritten signature in red ink, appearing to read "B. C. Alderson".

Brian C. Alderson, AIA, NCARB, LEED AP
Senior Architect

Enclosures: Bid Opening Attendance Record
Bids Received Form
Bid Package: Construction Partners, LLC



**BID OPENING
ATTENDANCE RECORD**

THURSDAY, AUGUST 1, 2024; 4:00 P.M.

Kingsport Water Sewer Warehouse Renovations

For

**City of Kingsport, Tennessee
T&L Project No. 17028**

NAME	COMPANY	WORK NUMBER	MOBILE NUMBER	EMAIL ADDRESS
Nivisha Eichmann	City of Kingsport	423-229-9314		Nivisha.Eichmann@kingsport.tn.gov
Olivia Nickens	City of Kingsport	423-229-9419		OliviaNickens@KingsportTN.gov
Alys Dobbins	City of Kingsport	423-343-9845		alysdobbins@kingsport.tn.gov
Trevor Mitchell	SKILLED SERVICES	966-228-4016		TREVMR@SKSERVICESLLC.COM
TRAVIS BROOKS	CONSTRUCTION PARTNERS	423-767-1560		TRAVIS@CONSPARTNERSLLC.COM
Christy Bolton	Preston Construction	423-926-0172		christy@prestonconstruction.com
BRIAN ALLEN	THOMPSON & LITTON	423-928-1175	423-571-2023	BALLEN@T-L.COM

Item X14.

BIDS RECEIVED FORM



PROJECT: Water and Sewer Warehouse Renovations
T&L PROJECT NO.: 17028
OWNER: City of Kingsport, Tennessee
BIDS OPENED: Thursday, August 1, 2024; 4:00 P.M.

CONTRACTORS	TN LICENSE NO./EXPIRATION	BID SECURITY (Y/N)	ADDENDA NOS. 001 003 ACKNOWLEDGED (Y/N)	PHASE I BID	ADD ALTERNATE BID - PHASE II	ADD ALTERNATE BID ITEM NO. 1
Construction Partners, LLC	63246 (01/31/2026)	Y	Y	\$464,280.00	\$200,450.00	\$47,135.00
Electrical - K&K Electric	58585 (07/31/2026)					
Plumbing - Allied Piping	20029 (05-31-2025)					
HVAC - Custom Heating & Air	65940 (07/31/2024)					
Item XI4.						
illed Services, LLC	34266 (11/30/2024)	Y	Y	\$560,500.00	\$359,700.00	\$526,950.00
Electrical - Skilled Services, LLC	34266 (11/30/2024)					
Plumbing - Skilled Services, LLC	34266 (11/30/2024)					
HVAC - Skilled Services, LLC	34266 (11/30/2024)					
Preston Construction Company	11606 (04/30/2026)	Y	Y	\$561,000.00	\$249,000.00	\$43,000.00
Electrical - Kingsport Armature & Electric	4915 (10/31/2025)					
Plumbing - Gene Cox Mechanical Contractor	19826 (03/31/2026)					
HVAC - Air Movers	35559 (01/31/2025)					
Masonry - Preston Construction Company	11606 (04/30/2026)					

BID OPENING MINUTES

August 1, 2024

4:00 P.M.

Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist; Alys Dobbins, Utility Engineer;
Brian Alderson, Thompson & Litton

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

KINGSPORT WATER SEWER WAREHOUSE RENOVATIONS			
Vendor:	Phase 1:	Phase 2:	Alternate 1:
Preston Construction Co.	\$561,000.00	\$249,000.00	\$43,000.00
Construction Partners, LLC	\$464,280.00	\$200,450.00	\$47,135.00
Skilled Services, LLC	\$560,500.00	\$359,700.00	\$52,950.00

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

BID ENVELOPE COVER

THIS FORM IS TO BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID

PART 1

ALL BIDDERS MUST COMPLETE THIS SECTION

Project Name: CITY OF KINGSPORT WATER SERVICES

Project Opening Date & Time: 8-1-24 @ 4:00PM

Contractor's Licensed Name: CONSTRUCTION PARTNERS, LLC

Contractor's Address: 703 Princeton Rd Johnson City, TN 37601

Contractor's License Number: 63246

Contractor's License Expiration Date: 1-31-26

Contractor's License Classification: BC-B

PART 2 - SUBCONTRACTORS

ALL BIDDERS MUST COMPLETE THIS SECTION. IF SUBCONTRACTOR'S BID AMOUNT IS \$25,000 OR MORE FOR (1) ELECTRICAL, (2) PLUMBING, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL, (5) ROOFING OR \$100,000 OR MORE FOR (6) MASONRY. IF THAT PORTION OF THE BID IS LESS THAN \$25,000 FOR ELECTRICAL, PLUMBING, HVAC, GEOTHERMAL, OR ROOFING ENTER "NONE" OR N/A IN THE NAME SPACE FOR THOSE CATEGORIES BELOW. IF THAT PORTION OF THE BID IS LESS THAN \$100,000 FOR MASONRY ENTER "NONE" OR N/A IN THE NAME SPACE FOR THAT CATEGORY BELOW.

1) Electrical

Name: K & K Electric

License Number: 58585

License Expiration Date: 7-31-26

Classification: CE

4) Geothermal

Name: None

License Number: _____

License Expiration Date: _____

Classification: _____

2) Plumbing

Name: Allied Piping

License Number: 20029

License Expiration Date: 5-31-25

Classification: MU-A/B

5) Roofing

Name: None

License Number: _____

License Expiration Date: _____

Classification: _____

3) HVAC

Name: Custom Heating & Air

License Number: 65940

License Expiration Date: 7-31-24

Classification: CMC-C

6) Masonry

Name: None

License Number: _____

License Expiration Date: _____

Classification: _____



**THOMPSON
& LITTON**

BID FORM

PROJECT IDENTIFICATION:

**Water and Sewer Warehouse Renovations for
City of Kingsport Water Services, Phase I and II**

CONTRACT IDENTIFICATION NO:

T&L Project No. 17028

THIS BID IS SUBMITTED TO:

**City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid Opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within the timeframe presented in the Instructions to Bidders.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (A) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Number	Date
1	7-23-24
2	7-30-24
3	7-30-24

- (B) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (C) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers

00 4100/1

necessary for the performance or furnishing of the Work at the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- (D) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing utilities at or contiguous to the site and assumes responsibility for the accurate location of said utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said utilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 3.2 of the General Conditions.
- (E) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (F) Bidder has given Architect written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
- (G) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (H) By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to the Tennessee Code §12-12-106.

4. Bidder will complete the Work for the following price:

PHASE I – LUMP SUM PRICE INCLUDING ALLOWANCES AS INDICATED IN SPECIFICATION SECTION 01 2100 – ALLOWANCES, AND IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.

FOUR HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED EIGHTY

Dollars (\$464,280.00)

00 4100/2

ALTERNATE BID ITEMS

PHASE II - LUMP SUM PRICE INCLUDING ALLOWANCES AS INDICATED IN SPECIFICATION SECTION 01 2100 - ALLOWANCES, AND IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.

TWO HUNDRED THOUSAND FOUR HUNDRED FIFTY

Dollars (\$ 200,450.00)

Alternate No. 1

LUMP SUM PRICE TO PROVIDE SPRAY-IN INSULATION AND INTUMESCENT PAINT AS IDENTIFIED ON THE DRAWINGS.

FORTY SEVEN THOUSAND ONE HUNDRED THIRTY FIVE

Dollars (\$ 47,135.00)

NOTE: The Contract, if awarded, will be based on the Total Base Bid without regard to Alternates.

5. Bidder agrees that work will begin within four (4) weeks from when the general contractor is provided with the Notice to Proceed and be substantially completed by April 30, 2025 with Final Completion of the Phase I work achieved within thirty (30) consecutive calendar days after Substantial Completion.

Phase II work will begin within sixty (60) days of the Phase I construction being completed, if funds are available. The Owner will approve moving forward with the Phase II work within sixty (60) days of the bid if the amount is acceptable.

6. The following documents are attached to and made a condition of this Bid:

- (A) Required Bid Security in the form of Bid Bond.
- (B) Required Contractor's Qualification Statement with supporting data.
- (C) Certification of Bidder Regarding Debarment.
- (D) Workers' Compensation Certificate of Coverage.
- (E) Drug-Free Workplace Affidavit.

7. Communications concerning this Bid shall be addressed to the address of Bidder indicated

00 4100/3

below.

The following address: 703 Princeton Rd Johnson City, TN 37601

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract Included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on August 1, 2024.

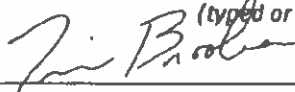
BIDDER hereby submits this Bid as set forth above:

Bidder:

Construction Partners, LLC

(typed or printed name of organization)

By:



(authorized signature)

Name:

Travis Brooks

(typed or printed)

Title:

President

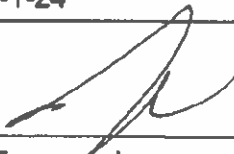
(typed or printed)

Date:

8-1-24

(typed or printed)

Attest:



(Individual's signature)

Name:

JASON HAMM

(typed or printed)

Title:

OPERATIONS MANAGER

(typed or printed)

Date:

8/1/24

(typed or printed)

Address for giving notices:

703 Princeton Rd Johnson City, TN 37601

Bidder's Contact:

00 4100/4

Name: Travis Brooks
(typed or printed)

Title: President
(typed or printed)

Phone: 423-268-2035

Email: travis@constpartnersllc.com

Address: 703 Princeton Rd Johnson City, TN 37601

Bidder's Contractor License No.: (if applicable) 63246

Westfield Insurance Company

Westfield Group • 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Construction Partners, LLC
703 Princeton Road
Johnson City, TN 37601

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

City of Kingsport
415 Broad Street
Kingsport, TN 37660

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Kingsport Water Sewer Warehouse Renovations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of August, 2024.

(Witness)

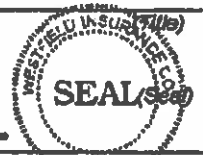
Construction Partners, LLC
(Principal) _____ (Seal)

By: _____

Christie Sulmasy
(Witness)

Westfield Insurance Company
(Surety) _____

By: _____
Aaron Jensen, Attorney-in-Fact _____ (Title)



Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

BD5084 OFWWN (10/2010)

WORKERS' COMPENSATION

Certificate of Coverage

This Contract requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on this project.

Evidence of coverage must be provided prior to commencement of Work.

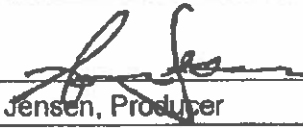
This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Tennessee Workers' Compensation Act. Yes No
Insurance Company Frankenmuth Insurance
Policy expiration date 11/1/2024
- B. is self-insured for workers' compensation. Yes

Title of Construction Contract: Kingsport Water Sewer Warehouse Renovations

Contract Number: T & L Project #17028

Signed by: 
Title: Aaron Jensen, Producer
Firm Name: Shafer Insurance Agency
Address: 1319 Sunset Drive, Suite 100
Johnson City, TN 37604

00 4546.14

BUY AMERICA CERTIFICATION

Instructions:
Bidders to complete the Buy America Certification listed below. Bidders shall certify EITHER COMPLIANCE OR NON COMPLIANCE with both. The Certification MUST BE submitted with the Bidder's bid response.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature [Signature]
Company Name CONSTRUCTION PARTNERS, LLC
Title PRESIDENT
Date 8/1/24

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5 but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____
Company Name _____
Title _____
Date _____

Special Note: Manufacturers that do not meet the Buy America requirements shall not be eligible for award.

**DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER**

The undersigned principal officer of Construction Partners, LLC an employer of five (5) or more employees contracting with City of Knoxville to provide construction services, states under oath as follows:

1. The undersigned is a principal officer of Construction Partners, LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to TCA §50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.

3. The company is in compliance with TCA §50-9-113.

Principal Officer Name Travis Brooks
Principal Officer Signature [Signature]

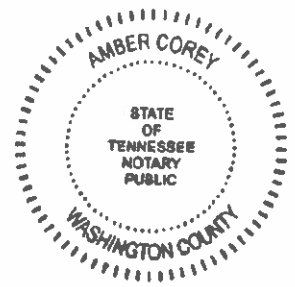
STATE OF TN
COUNTY OF WASHINGTON

Before me personally appeared Travis Brooks with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who I acknowledge that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal this 15th day of August, 2024.

Notary Public [Signature]

My commission expires:
12/20/27



00 4549

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 3 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: Construction Partners, LLC

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?
 Yes No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes No

If you answered yes please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

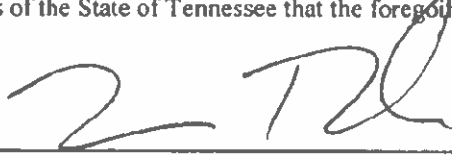
7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED
BY: _____



PRINTED NAME: _____

TRAVIS ROOKER


TITLE: _____

Partner

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

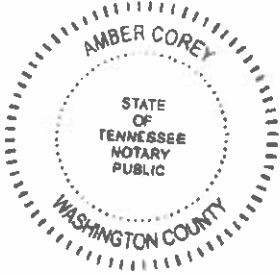
1st, August 2024

BY (NOTARY PUBLIC): _____



MY COMMISSION EXPIRES ON: _____

12/20/27



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Construction Partners, LLC
Organization Name

Tavis Priddy
Name of Authorized Representative

[Signature]
Signature

8/1/24
Date

00 4546.18

IB-5f

Item X14.

CERTIFICATION OF BIDDER REGARDING DEBARMENT

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the State of Tennessee, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the State of Tennessee.

TRAVIS BROOKS

Name of Official

PRESIDENT

Title

CONSTRUCTION PARTNERS, LLC

Firm or Corporation

8/1/24

Date

00 4546.17

BID OPENING MINUTES

August 1, 2024

4:00 P.M.

Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist; Alys Dobbins, Utility Engineer;
Brian Alderson, Thompson & Litton

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

KINGSPORT WATER SEWER WAREHOUSE RENOVATIONS			
Vendor:	Phase 1:	Phase 2:	Alternate 1:
Preston Construction Co.	\$561,000.00	\$249,000.00	\$43,000.00
Construction Partners, LLC	\$464,280.00	\$200,450.00	\$47,135.00
Skilled Services, LLC	\$560,500.00	\$359,700.00	\$52,950.00

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



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Ulliance to Implement an Employee Assistance Program (EAP)

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

Action Form No.: AF-215-2024
Work Session: August 19, 2024
First Reading: N/A
Final Adoption: August 20, 2024
Staff Work By: Mike Wessely
Presentation By: Tyra Copas

Recommendation:

Adopt the Resolution.

Executive Summary:

To promote and encourage employee wellness, Human Resources proposes adding a true Employee Assistance Program to our employee benefits package for plan year 2025. An Employee Assistance Program (EAP) is a workplace benefit that provides voluntary and confidential services to employees and their dependents who need assistance managing personal difficulties or life challenges. EAP's address a wide range of concerns which include marital or family problems, mental health disorders, substance abuse, financial stress, legal problems, and bereavement.

After considerable review, Human Resources is recommending entering an agreement with Ulliance to provide these services to our employees and their dependents.

The cost to provide this program is based on a quarterly headcount of employees which would equate to an annual cost of \$22k. Money for the program is currently in the 2025 budget under account 615-1601-413-20-61.

Attachments:

- 1. Resolution
- 2. Ulliance – City of Kingsport EAP

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH ULLIANCE, INC. TO IMPLEMENT AN EMPLOYEE ASSISTANCE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to implement an Employee Assistance Program (EAP) as part of its employee benefits package for plan year 2025; and

WHEREAS, the EAP is a workplace benefit that provides voluntary and confidential services to employees and their dependents who need assistance managing personal difficulties or life challenges, and EAP's can address a wide range of concerns which include marital or family problems, mental health disorders, substance abuse, financial stress, legal problems, and bereavement; and

WHEREAS, staff recommends entering into an agreement with Ulliance, Inc. to provide these services to our employees and their dependents; and

WHEREAS, the cost to provide this program is based on a quarterly headcount of employees which would equate to an annual cost of \$22,000.00, with funds available in 615-1601-413-20-61.

Now therefore,

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

SECTION I. That the Master Service Agreement with Ulliance to provide an Employee Assistance Program (EAP), is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Ulliance to provide an Employee Assistance Program (EAP), to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

City of Kingsport, Tennessee Master Service Agreement

This Master Service Agreement ("Agreement"), is made effective **January 1st, 2025** (the "Effective Date"), by and between **City of Kingsport, Tennessee**, a municipal corporation chartered pursuant to the laws of the State of Tennessee including all divisions and/or sites currently, and while under this Service Agreement are owned by **City of Kingsport, Tennessee**, ("Customer"), and Ulliance, Inc., a Michigan Corporation (and its successors and assigns) ("Ulliance"). Customer and Ulliance are collectively referred to as the "Parties" and individually as "Party." Ulliance shall provide services and compensation therefore, according to the following terms and conditions along with the accompanying Service Addendum(s):

1. **Term:** This agreement shall become effective on the Effective Date and shall continue for a minimum period of one (1) full year unless terminated as set forth herein. Following the initial one-year Agreement period, and unless otherwise terminated, this Agreement shall be automatically renewed for a maximum of three (3) subsequent one-year periods.
2. **Services to be Provided:** Ulliance shall provide the Services to the Customer which are set forth in subsequent Exhibits and/or Service Addendums which is attached hereto and incorporated

herein by reference or any subsequent Service Addendums signed and approved by the Customer.

3. **Printed Material:** Ulliance provides the format and information to the Customer for notices to eligible Participants. However, it is the Customer's responsibility to print or to pay for the printing and postage of, and to distribute, notices about the Services to eligible Participants.

4. **Travel Expenses:** It is the Customer's responsibility to pay for all reasonable travel expenses incurred by Ulliance associated with human resources, supervisor orientations, Employee orientations, implementation meetings, critical incident stress debriefings and on-site consultations at locations more than 100 miles outside of areas served directly by local or regional offices. Mileage reimbursements will be no more than the then-current IRS rate. Customer must provide Ulliance with at least 72 hours advanced notice if it wishes to cancel any scheduled training, on-site intervention or other on-site services. Reasonable travel expenses may include but are not limited to: airfare, hotel, commuter fees (taxi, tolls etc.). Customer will be charged for any non-refundable costs incurred by Ulliance. Customer may have prior approval of any reimbursable travel expense. When any cancellation notice occurs, Customer will be responsible for any non-refundable travel and accommodation charges incurred by Ulliance.

5. **Involvement in Legal Issues:** Ulliance cannot be involved in any capacity with legal problems, which shall include any of the following, appearing in court for divorce/custody cases; writing reports for the courts for any legal purposes; providing documentation to assist in the application process for FMLA or disability claims; or with issues concerning the Customer, Participants or any bargaining agency or union issues, unless required by Federal or State law.

6. **Plan Administration:** The Customer as Plan Administrator shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration Agreements and shall be fully responsible for its compliance with all applicable laws. Customer will at its cost, distribute all notices required by HIPAA to be provided by the Customer.

7. **Participant Information:** The Customer and Ulliance agree that any confidential Participant information shall not be disclosed by Ulliance or the Customer without the written consent or authorization of the Participant unless State or Federal law requires the sharing of information and then only in strict compliance with the applicable law(s).

8. **Facilities:** Ulliance shall provide or cause to be provided the physical or virtual facilities necessary for the Services to be provided for counseling. The Customer shall provide the facilities for Ulliance Services like presentations, training sessions and workshops Ulliance offers to the Customer and the Participants unless otherwise arranged and mutually agreed to by the parties.

9. **Force Majeure:** No failure, delay or default in performance of any obligation of Ulliance shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of Ulliance, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war, terrorism, riot, theft, pandemic, earthquake and other natural disaster.

10. **Service Information:** The Customer understands that all Ulliance Service Information is confidential and proprietary to Ulliance and agrees to protect the confidentiality of any Ulliance program or service the Customer may acquire in the course of dealing with Ulliance. The Customer shall not disclose any such information to any person or organization without the express written approval of Ulliance. The Customer shall also use its best efforts to ensure that its employees or agents participating in Ulliance services shall not disclose Ulliance service information.

11. **Non-Solicitation:** The Parties agree that they shall not solicit, recruit or employ or otherwise induce or influence any employee of the other Party's respective organizations to terminate employment with the other Party during the term of this Agreement, and for one-year following the Agreement termination date without the prior approval of the other Party.

12. **Insurance:** Ulliance agrees to maintain professional liability insurance covering Services provided by Ulliance under this Agreement. Ulliance, shall timely provide Customer with acceptable proof of its insurance coverage upon demand. However, Ulliance cannot, and does not, guarantee the results of treatment or professional conduct.

13. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

14. **Facsimile/Signed Electronic Transmissions:** Facsimile or signed electronic transmission of an executed copy of this Agreement or any subsequent Addendums hereto shall be accepted as evidence of a Party's execution of the Agreement or subsequent Addendums.

15. **Indemnification:** Customer shall indemnify, defend and hold Ulliance, its directors, officers, agents and employees harmless from and against any loss, costs (including attorney fees), damages, injury, liability, claims, demands, errors, omissions or causes of action arising out of or resulting, whether directly or indirectly, from any action allegedly or actually taken by the Customer or other

actual or alleged improper conduct by the Customer, its officers, directors, agents and employees. Customer releases, waives, discharges and covenants not to sue Ulliance, its agents, officers, attorneys, shareholders, directors, employees relative to any liability, claim, costs, demands, suit, action, judgment or damage whether known or unknown, accrued or contingent that arises in whole or in part by and between Customer and its employees. The releases, waivers and indemnity set forth herein are intended to be and shall be deemed, interpreted, construed and enforced as the fullest, broadest and most complete indemnities, releases and waivers permitted by law or in equity and shall be unlimited in all respects including time, amounts and shall be irrevocable and continuing. The same shall include all expenses of every kind and nature whatsoever including but not limited to all costs, attorney fees, expert fees, interest, penalties, filing fees, settlements, payments, travel expenses, telephone and fax expenses, losses and similarly related items. Notwithstanding anything herein to the contrary, Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity, hold harmless, or limitation of liability provision, including provisions which would obligate Customer to pay Ulliance's attorney's fees or costs associated with litigation not explicitly provided for by law contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is deleted. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et seq.

16. **Termination and Notice:** This Agreement may be terminated by either Party for a breach of the terms in this Agreement by the other Party which is not corrected within 45 days following the receipt of written notice thereof. This Agreement may not be terminated otherwise during the initial term of this Agreement- Discontinuation of Services without cause may occur only at the conclusion of the initial term of service or any subsequent renewal periods, with the Customer providing a 90-day notice of termination prior to the renewal date. In the event the Customer elects to terminate this Agreement without a breach during the initial term or during a subsequent renewal period, the Customer will be responsible for paying the total sums due for the remainder of the initial term or during a subsequent renewal period, in addition to any other payments due Ulliance, whether or not Ulliance continues to provide the Services as identified in this Agreement or any subsequent Addendums hereto. For purposes of this Agreement, notice shall be deemed received when deposited in the mail by Certified Mail or Registered Letter.

17. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision of such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.

18. **Equitable Relief:** It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by the Parties hereto or their respective representatives and that irreparable harm shall be irrefutably presumed upon a breach, and that the other Party shall be entitled to a restraining order, preliminary injunction or permanent injunction as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity to such Party.

19. **Miscellaneous Provisions:**

a. The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Ulliance or provide Ulliance with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 20(a.) serves to meet such burden and authorization of disclosure.

b. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

c. This Agreement contains the entire understanding of the Parties and shall be amended only by written instrument signed by both Parties.

d. This instrument shall be governed by and interpreted under Tennessee law. If a dispute arises

between the parties which cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee, or the Federal court for the Eastern District of Tennessee.

e. This Agreement shall be binding upon the Parties, all divisions and/or sites, any part thereof, their successors, acquiring all or any part of contracted Customer, and assigns.

[Acknowledgements Deleted for Inclusion in this Resolution]

City of Kingsport, Tennessee Life Advisor EAP Service Addendum

This Addendum ("Addendum"), is made effective **January 1st, 2025** (the "Effective Date"), by and between **City of Kingsport, Tennessee**, including all divisions and/or sites currently, and while under this Service Addendum are owned by **City of Kingsport, Tennessee**, ("Customer"), and Ulliance, Inc., a Michigan Corporation (and its successors and assigns) ("Ulliance"). Customer and Ulliance are collectively referred to as the "Parties" and individually as "Party." Ulliance and the Customer agree and acknowledge that the purpose of this Addendum is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current Master Service Agreement dated **January 1st, 2025**.

In consideration of the extension of the mutual promises, representations, assurances, agreements and provisions in the Master Service Agreement and this Addendum, the adequacy of which is hereby acknowledge by the Parties, Ulliance and the Customer hereby agrees to amend the current Master Service Agreement as follows:

1. **Term:** This Addendum shall become effective on **January 1st, 2025** following the signing of the Addendum and shall run concurrently with Customer's Master Service Agreement dated **January 1st, 2025**.

2. **Employee Eligibility:** An eligible person to be covered under the Customer's Life Advisor Employee Assistance Program (EAP) is defined as a full and/or part time employee, their spouse, live together/domestic partner, the Customer employee's dependent children as identified by the Internal Revenue Service as up to the age of 26 and employees who have the Life Advisor Employees Assistance services provided to them under COBRA benefits.

3. **Services to be Provided:** Ulliance shall provide those services to the Customer's employees and their eligible spouses and dependents ("Participants") located in the United States ("Services").

a. **Consultation Prior to Life Advisor EAP Implementation:** To ensure compatibility with Customer culture and other cost-containment, risk reduction and health promotion strategies, Ulliance provides initial and annual consultation with key Customer officials.

b. **Supervisor Life Advisor EAP Orientation:** Ulliance may provide upon Customer's request, orientation for human resources, supervisors, managers and key employees, either in person, virtual or via electronic media. While this is essential at the initiation of a new program, it may be replicated periodically to accommodate new human resources staff and managers. Supervisor Life Advisor EAP orientation includes:

- Introduction to the Life Advisor EAP
- Recognition of employee personal performance problems.
- Clarification of the Life Advisor EAP and human resources and supervisor's role with assisting troubled employees.
- Effective management and documentation of employee work performance problems.
- Life Advisor EAP referral types & related processes.
- Privacy, confidentiality issues and formal employee referral services available to supervisors.

c. **Employee Orientation:** Ulliance may provide, upon Customer's request, Life Advisor EAP employee orientations either in person, virtual or via electronic media to groups of Customer's employees ("Employees") to familiarize them with the Employee Assistance Program services and how they work.

d. **Life Advisor EAP Counseling Services:** Ulliance may provide professional, advance degreed and licensed/certified/credentialed counselors to assist Participants experiencing a variety of personal problems and work-life challenges.

Ulliance may respond to all calls or requests via website or mobile applications (where applicable) for assistance. This may involve telephone consultation, virtual, on-line chat (where applicable), or arrangements to meet at one of the counseling offices. Ulliance may assess the Participant's concern, the type of assistance necessary, the nature and scope of the problems, and the prudent

course of action. A counselor will help the Participant define the problem, or issue, and develop a course of action toward assisting them.

Ulliance may provide counseling in cases where a Participant's problem(s) can be managed within a short-term counseling model otherwise known as the **Resolution EAP Model** providing a flexible number of visits, however, not an unlimited number of visits. Concerns requiring inpatient or long-term counseling will be referred to the appropriate resources.

Ulliance will refer a Participant, when necessary, to longer-term counseling services, facilities or to a community resource for the treatment of the Participant's problem, or issue. Ulliance is not responsible for providing Life Advisor EAP Participants with insurance verification nor is Ulliance responsible for any treatment costs or any costs whatsoever covered or not covered by insurance. It is the Life Advisor EAP Participant's responsibility to verify their insurance eligibility, coverage, and to pay any and all deductibles, co-insurance and/or costs associated with counseling/treatment rendered by, or through, treatment providers.

Ulliance does not control and is not responsible for the quality of services rendered by resources or affiliate providers nor does Ulliance review or monitor their activities. A referral by Ulliance to a resource or affiliate provider is not a recommendation, approval or representation by Ulliance regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decisions as to whether to utilize a resource or affiliate provider identified by Ulliance shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource or affiliate provider. Ulliance does not assume any liability regarding the Services performed by any resource or affiliate provider.

Ulliance may provide follow-up to Life Advisor EAP Participants for continuing support and furnish additional support, as necessary.

Ulliance may provide a 24-hour telephone "Crisis Line" which will be listed on promotional material distributed to Employees and/or displayed at the workplace.

Ulliance may promote the general health of the Participants by recommending and providing information about community resources.

Ulliance may provide individual participant case management for chemical abuse/dependency and mental health problems.

Ulliance does not provide psychiatric service, psychological testing, detoxification, long-term psychotherapy, specialized mental health treatment for autism, dyslexia or mental retardation, child psychiatric services/testing, or inpatient, day treatment, residential or halfway house services for chemical dependency or mental health problems.

Counseling will be available by appointment. Times will be scheduled to accommodate the needs of the Participants in a timely manner, except on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Thanksgiving Friday. Crisis management services will be available at all times.

e. **Enhanced Legal/Financial Access:** The Ulliance Enhanced Legal/Financial Access services provide up to 30 minutes of free initial consultation services with a network attorney and or a certified financial planning consultant. The financial and legal consultants are available for hire at the discretion of the Participant. Participants will receive a discount off normal hourly rates when working with a certified financial planner or legal consultant from a network of providers. It is solely at the Participants' discretion to hire and continue any services with the consultant after the initial consultation. Ulliance is not responsible for any legal or financial guidance provided or associated costs incurred in the event that a Participant hires legal counsel or a financial consultant.

f. **Human Resources and Management Services:** Ulliance may provide a variety of Human Resources and Management Services including:

a. **Human Resources and Management Consultations-** The Customer will receive unlimited consultations and interventions for human resources, managers/supervisors/key personnel who are confronted with Employee policy violations or work performance problems. These confidential consultations can help managers deal with troubled Employees and difficult situations in the most effective manner.

i. Life Advisor EAP "coaching" is provided to human resources, management, and key personnel who may be experiencing confusion, frustration or personal distress as a result of an Employee's personal performance problem and/or situation.

ii. Ulliance provides consultation for human resources, managers, supervisors and key personnel with Employees who are under "Last Chance" or "Return-To-Work" guidelines for policy violations and other work performance problems to determine if a work performance referral is appropriate.

b. **Work Performance Referrals:** The Formal Referral process allows human resources, and

management to refer an Employee who is at risk of termination due to personal work performance problems or Customer policy violations. This provides human resources and management with direct information regarding an Employee's compliance with Life Advisor EAP direction and recommendation and providing the Employee with an opportunity to help him/herself. Formal Referrals provide management and, if appropriate, union leadership, with assistance in helping Employees.

c. **Critical Incident Stress Debriefings:** In the event the Customer experiences an unplanned critical incident or crisis at the worksite (e.g., workplace violence, suicide, natural disaster, fatality), Ulliance can provide either on-site or virtual response. This service will help to reduce the possibility of post-traumatic stress, normalize reactions to the incident, provide continued support/counseling to those affected, and provide human resources, management and or union consultation to prevent recurrence and reduce overall long-term effects. For on-site Critical Incident Debriefing's there is a \$150 travel charge per trip to customer site intervention if the site is more than 100 miles outside of areas served directly by local or regional offices. Customer must provide Ulliance with a (72) hour advance notice if it wishes to cancel any scheduled onsite intervention or any other onsite service. Customer will be charged for any non-refundable costs incurred by Ulliance.

In the event of an unplanned crisis (i.e., natural disaster, terrorist attack, or other major event), Customer shall be entitled to unlimited events with up to a maximum of 7 hours for Critical Incident Stress Debriefing, (CISD) services per single event. Any additional CISD hours per event will be at the rate of \$350 per counselor/per hour, with two (2) hour minimum.

g. **Program Information:** The Customer understands that the Employee Assistance Program information is confidential and proprietary to Ulliance and agrees to protect the confidentiality of any Ulliance program or service the Customer may acquire in the course of dealing with Ulliance. The Customer shall not disclose any such information to any person or organization without the express written approval of Ulliance. The Customer shall also use its best efforts to ensure that its employees or agents participating in Ulliance programs shall not disclose Ulliance program information.

h. **Service Report:** A Life Advisor EAP Service Report will be provided to human resources management. Only demographic information will be submitted. To ensure confidentiality this information is limited to:

- Number of Employees using the Life Advisor EAP.
- Number of Participants contacts.
- Demographics and types of problems identified.
- Number and types of referrals made.
- Types of Employee concerns addressed.
- Will be provided quarterly.

i. **Fee Schedule:** The Customer agrees to pay Ulliance based on a capitation rate of **\$2.28** Per Employee Per Month (PEPM) in U.S. Funds. The quarterly Life Advisor EAP fee will be based on an Employee Headcount number and census provided by the Customer prior to the beginning of each quarter. Headcounts will include all current Customer Employees, and former Customer employees who are eligible for Life Advisor EAP coverage through COBRA-elected benefits. There is no fee for Employees' dependent coverage. The Customer will pay Ulliance, Inc. on a quarterly basis, the first payment due at the time of the start of the program and the following payments due upon the receipt of a Life Advisor EAP invoice. The Life Advisor EAP capitated fee may be reviewed and adjusted annually by Ulliance as agreed upon by Parties.

At the sole discretion of Ulliance, a late fee of 1.5% per month may be assessed on outstanding balances in excess of 30 days. Ulliance reserves the right to amend its fees in the event of any changes to Customer's benefit plan or in the event of any other program or administrative changes due to state or federal law.

In the event Ulliance must use legal means to pursue collection due to failure to pay timely for contracted services rendered, Customer shall pay all reasonable attorney fees and court costs. At the sole discretion of Ulliance, legal action may be taken on accounts with overdue balances in excess of 120 days.

4. **All Other Terms:** All other terms and conditions of the Master Service Agreement dated **January 1st, 2025** shall remain in effect with this Addendum.

Conclusion of Addendum Dated **January 1st, 2025** for Ulliance Life Advisor Employee Assistance Services.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

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

ADOPTED this the 20th day of August, 2024

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

City of Kingsport, Tennessee **Master Service Agreement**

This Master Service Agreement ("Agreement"), is made effective **January 1st, 2025** (the "Effective Date"), by and between **City of Kingsport, Tennessee**, a municipal corporation chartered pursuant to the laws of the State of Tennessee including all divisions and/or sites currently, and while under this Service Agreement are owned by **City of Kingsport, Tennessee**, ("Customer"), and Ulliance, Inc., a Michigan Corporation (and its successors and assigns) ("Ulliance"). Customer and Ulliance are collectively referred to as the "Parties" and individually as "Party." Ulliance shall provide services and compensation therefore, according to the following terms and conditions along with the accompanying Service Addendum(s):

1. **Term:** This agreement shall become effective on the Effective Date and shall continue for a minimum period of one (1) full year unless terminated as set forth herein. Following the initial one-year Agreement period, and unless otherwise terminated, this Agreement shall be automatically renewed for a maximum of three (3) subsequent one-year periods.
2. **Services to be Provided:** Ulliance shall provide the Services to the Customer which are set forth in subsequent Exhibits and/or Service Addendums which is attached hereto and incorporated herein by reference or any subsequent Service Addendums signed and approved by the Customer.
3. **Printed Material:** Ulliance provides the format and information to the Customer for notices to eligible Participants. However, it is the Customer's responsibility to print or to pay for the printing and postage of, and to distribute, notices about the Services to eligible Participants.
4. **Travel Expenses:** It is the Customer's responsibility to pay for all reasonable travel expenses incurred by Ulliance associated with human resources, supervisor orientations, Employee orientations, implementation meetings, critical incident stress debriefings and on-site consultations at locations more than 100 miles outside of areas served directly by local or regional offices. Mileage reimbursements will be no more than the then-current IRS rate. Customer must provide Ulliance with at least 72 hours advanced notice if it wishes to cancel any scheduled training, on-site intervention or other on-site services. Reasonable travel expenses may include but are not limited to: airfare, hotel, commuter fees (taxi, tolls etc.). Customer will be charged for any non-refundable costs incurred by Ulliance. Customer may have prior approval of any reimbursable travel expense. When any cancellation notice occurs, Customer will be responsible for any non-refundable travel and accommodation charges incurred by Ulliance.
5. **Involvement in Legal Issues:** Ulliance cannot be involved in any capacity with legal problems, which shall include any of the following, appearing in court for divorce/custody cases; writing reports for the courts for any legal purposes; providing documentation to assist in the application process for FMLA or disability claims; or with issues concerning the Customer, Participants or any bargaining agency or union issues, unless required by Federal or State law.

6. **Plan Administration:** The Customer as Plan Administrator shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration Agreements and shall be fully responsible for its compliance with all applicable laws. Customer will at its cost, distribute all notices required by HIPAA to be provided by the Customer.
7. **Participant Information:** The Customer and Ulliance agree that any confidential Participant information shall not be disclosed by Ulliance or the Customer without the written consent or authorization of the Participant unless State or Federal law requires the sharing of information and then only in strict compliance with the applicable law(s).
8. **Facilities:** Ulliance shall provide or cause to be provided the physical or virtual facilities necessary for the Services to be provided for counseling. The Customer shall provide the facilities for Ulliance Services like presentations, training sessions and workshops Ulliance offers to the Customer and the Participants unless otherwise arranged and mutually agreed to by the parties.
9. **Force Majeure:** No failure, delay or default in performance of any obligation of Ulliance shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of Ulliance, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war, terrorism, riot, theft, pandemic, earthquake and other natural disaster.
10. **Service Information:** The Customer understands that all Ulliance Service Information is confidential and proprietary to Ulliance and agrees to protect the confidentiality of any Ulliance program or service the Customer may acquire in the course of dealing with Ulliance. The Customer shall not disclose any such information to any person or organization without the express written approval of Ulliance. The Customer shall also use its best efforts to ensure that its employees or agents participating in Ulliance services shall not disclose Ulliance service information.
11. **Non-Solicitation:** The Parties agree that they shall not solicit, recruit or employ or otherwise induce or influence any employee of the other Party's respective organizations to terminate employment with the other Party during the term of this Agreement, and for one-year following the Agreement termination date without the prior approval of the other Party.
12. **Insurance:** Ulliance agrees to maintain professional liability insurance covering Services provided by Ulliance under this Agreement. Ulliance, shall timely provide Customer with acceptable proof of its insurance coverage upon demand. However, Ulliance cannot, and does not, guarantee the results of treatment or professional conduct.
13. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
14. **Facsimile/Signed Electronic Transmissions:** Facsimile or signed electronic transmission of an executed copy of this Agreement or any subsequent Addendums hereto shall be accepted as evidence of a Party's execution of the Agreement or subsequent Addendums.
15. **Indemnification:** Customer shall indemnify, defend and hold Ulliance, its directors, officers, agents and employees harmless from and against any loss, costs (including attorney fees), damages, injury, liability, claims, demands, errors, omissions or causes of action arising out of or resulting, whether directly or indirectly, from any action allegedly or actually taken by the Customer

or other actual or alleged improper conduct by the Customer, its officers, directors, agents and employees. Customer releases, waives, discharges and covenants not to sue Ulliance, its agents, officers, attorneys, shareholders, directors, employees relative to any liability, claim, costs, demands, suit, action, judgment or damage whether known or unknown, accrued or contingent that arises in whole or in part by and between Customer and its employees. The releases, waivers and indemnity set forth herein are intended to be and shall be deemed, interpreted, construed and enforced as the fullest, broadest and most complete indemnities, releases and waivers permitted by law or in equity and shall be unlimited in all respects including time, amounts and shall be irrevocable and continuing. The same shall include all expenses of every kind and nature whatsoever including but not limited to all costs, attorney fees, expert fees, interest, penalties, filing fees, settlements, payments, travel expenses, telephone and fax expenses, losses and similarly related items. Notwithstanding anything herein to the contrary, Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity, hold harmless, or limitation of liability provision, including provisions which would obligate Customer to pay Ulliance's attorney's fees or costs associated with litigation not explicitly provided for by law contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is deleted. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et seq.

16. **Termination and Notice:** This Agreement may be terminated by either Party for a breach of the terms in this Agreement by the other Party which is not corrected within 45 days following the receipt of written notice thereof. This Agreement may not be terminated otherwise during the initial term of this Agreement. Discontinuation of Services without cause may occur only at the conclusion of the initial term of service or any subsequent renewal periods, with the Customer providing a 90-day notice of termination prior to the renewal date. In the event the Customer elects to terminate this Agreement without a breach during the initial term or during a subsequent renewal period, the Customer will be responsible for paying the total sums due for the remainder of the initial term or during a subsequent renewal period, in addition to any other payments due Ulliance, whether or not Ulliance continues to provide the Services as identified in this Agreement or any subsequent Addendums hereto. For purposes of this Agreement, notice shall be deemed received when deposited in the mail by Certified Mail or Registered Letter.
17. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision of such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
18. **Equitable Relief:** It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by the Parties hereto or their respective representatives and that irreparable harm shall be irrefutably presumed upon a breach, and that the other Party shall be entitled to a restraining order, preliminary injunction or permanent injunction as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity to such Party.
19. **Miscellaneous Provisions:**
 - a. The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the

Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Ulliance or provide Ulliance with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 20(a.) serves to meet such burden and authorization of disclosure.

- b. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- c. This Agreement contains the entire understanding of the Parties and shall be amended only by written instrument signed by both Parties.
- d. This instrument shall be governed by and interpreted under Tennessee law. If a dispute arises between the parties which cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee, or the Federal court for the Eastern District of Tennessee.
- e. This Agreement shall be binding upon the Parties, all divisions and/or sites, any part thereof, their successors, acquiring all or any part of contracted Customer, and assigns.

Ulliance, Inc.
900 Tower Drive, Suite 600
Troy, MI 48098
248-680-4611

Contract No. CYD9TE8 - SB

BY: Todd Lancaster

PRINTED NAME: Todd Lancaster

TITLE: Vice President of Sales & Marketing

DATE: 7/23/2024

City of Kingsport, Tennessee
415 Broad St.
Kingsport, Tennessee 37660

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

City of Kingsport, Tennessee Life Advisor EAP Service Addendum

This Addendum (“Addendum”), is made effective **January 1st, 2025** (the “Effective Date”), by and between **City of Kingsport, Tennessee**, including all divisions and/or sites currently, and while under this Service Addendum are owned by **City of Kingsport, Tennessee**, (“Customer”), and Ulliance, Inc., a Michigan Corporation (and its successors and assigns) (“Ulliance”). Customer and Ulliance are collectively referred to as the “Parties” and individually as “Party.” Ulliance and the Customer agree and acknowledge that the purpose of this Addendum is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current Master Service Agreement dated **January 1st, 2025**.

In consideration of the extension of the mutual promises, representations, assurances, agreements and provisions in the Master Service Agreement and this Addendum, the adequacy of which is hereby acknowledge by the Parties, Ulliance and the Customer hereby agrees to amend the current Master Service Agreement as follows:

1. **Term:** This Addendum shall become effective on **January 1st, 2025** following the signing of the Addendum and shall run concurrently with Customer’s Master Service Agreement dated **January 1st, 2025**.
2. **Employee Eligibility:** An eligible person to be covered under the Customer’s Life Advisor Employee Assistance Program (EAP) is defined as a full and/or part time employee, their spouse, live together/domestic partner, the Customer employee’s dependent children as identified by the Internal Revenue Service as up to the age of 26 and employees who have the Life Advisor Employees Assistance services provided to them under COBRA benefits.
3. **Services to be Provided:** Ulliance shall provide those services to the Customer’s employees and their eligible spouses and dependents (“Participants”) located in the United States (“Services”).
 - a. **Consultation Prior to Life Advisor EAP Implementation:** To ensure compatibility with Customer culture and other cost-containment, risk reduction and health promotion strategies, Ulliance provides initial and annual consultation with key Customer officials.
 - b. **Supervisor Life Advisor EAP Orientation:** Ulliance may provide upon Customer’s request, orientation for human resources, supervisors, managers and key employees, either in person, virtual or via electronic media. While this is essential at the initiation of a new program, it may be replicated periodically to accommodate new human resources staff and managers. Supervisor Life Advisor EAP orientation includes:
 - Introduction to the Life Advisor EAP
 - Recognition of employee personal performance problems.
 - Clarification of the Life Advisor EAP and human resources and supervisor's role with assisting troubled employees.
 - Effective management and documentation of employee work performance problems.
 - Life Advisor EAP referral types & related processes.

- Privacy, confidentiality issues and formal employee referral services available to supervisors.
- c. **Employee Orientation:** Ulliance may provide, upon Customer's request, Life Advisor EAP employee orientations either in person, virtual or via electronic media to groups of Customer's employees ("Employees") to familiarize them with the Employee Assistance Program services and how they work.
- d. **Life Advisor EAP Counseling Services:** Ulliance may provide professional, advance degreed and licensed/certified/credentialed counselors to assist Participants experiencing a variety of personal problems and work-life challenges.

Ulliance may respond to all calls or requests via website or mobile applications (where applicable) for assistance. This may involve telephone consultation, virtual, on-line chat (where applicable), or arrangements to meet at one of the counseling offices. Ulliance may assess the Participant's concern, the type of assistance necessary, the nature and scope of the problems, and the prudent course of action. A counselor will help the Participant define the problem, or issue, and develop a course of action toward assisting them.

Ulliance may provide counseling in cases where a Participant's problem(s) can be managed within a short-term counseling model otherwise known as the **Resolution EAP Model** providing a flexible number of visits, however, not an unlimited number of visits. Concerns requiring inpatient or long-term counseling will be referred to the appropriate resources.

Ulliance will refer a Participant, when necessary, to longer-term counseling services, facilities or to a community resource for the treatment of the Participant's problem, or issue. Ulliance is not responsible for providing Life Advisor EAP Participants with insurance verification nor is Ulliance responsible for any treatment costs or any costs whatsoever covered or not covered by insurance. It is the Life Advisor EAP Participant's responsibility to verify their insurance eligibility, coverage, and to pay any and all deductibles, co-insurance and/or costs associated with counseling/treatment rendered by, or through, treatment providers.

Ulliance does not control and is not responsible for the quality of services rendered by resources or affiliate providers nor does Ulliance review or monitor their activities. A referral by Ulliance to a resource or affiliate provider is not a recommendation, approval or representation by Ulliance regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decisions as to whether to utilize a resource or affiliate provider identified by Ulliance shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource or affiliate provider. Ulliance does not assume any liability regarding the Services performed by any resource or affiliate provider.

Ulliance may provide follow-up to Life Advisor EAP Participants for continuing support and furnish additional support, as necessary.

Ulliance may provide a 24-hour telephone "Crisis Line" which will be listed on promotional material distributed to Employees and/or displayed at the workplace.

Ulliance may promote the general health of the Participants by recommending and providing information about community resources.

Ulliance may provide individual participant case management for chemical abuse/dependency and mental health problems.

Ulliance does not provide psychiatric service, psychological testing, detoxification, long-term psychotherapy, specialized mental health treatment for autism, dyslexia or mental retardation, child psychiatric services/testing, or inpatient, day treatment, residential or halfway house services for chemical dependency or mental health problems.

Counseling will be available by appointment. Times will be scheduled to accommodate the needs of the Participants in a timely manner, except on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Thanksgiving Friday. Crisis management services will be available at all times.

- e. **Enhanced Legal/Financial Access:** The Ulliance Enhanced Legal/Financial Access services provide up to 30 minutes of free initial consultation services with a network attorney and or a certified financial planning consultant. The financial and legal consultants are available for hire at the discretion of the Participant. Participants will receive a discount off normal hourly rates when working with a certified financial planner or legal consultant from a network of providers. It is solely at the Participants' discretion to hire and continue any services with the consultant after the initial consultation. Ulliance is not responsible for any legal or financial guidance provided or associated costs incurred in the event that a Participant hires legal counsel or a financial consultant.

- f. **Human Resources and Management Services:** Ulliance may provide a variety of Human Resources and Management Services including:
 - a. **Human Resources and Management Consultations-** The Customer will receive unlimited consultations and interventions for human resources, managers/supervisors/key personnel who are confronted with Employee policy violations or work performance problems. These confidential consultations can help managers deal with troubled Employees and difficult situations in the most effective manner.
 - i. Life Advisor EAP "coaching" is provided to human resources, management, and key personnel who may be experiencing confusion, frustration or personal distress as a result of an Employee's personal performance problem and/or situation.
 - ii. Ulliance provides consultation for human resources, managers, supervisors and key personnel with Employees who are under "Last

Chance” or “Return-To-Work” guidelines for policy violations and other work performance problems to determine if a work performance referral is appropriate.

- b. **Work Performance Referrals:** The Formal Referral process allows human resources, and management to refer an Employee who is at risk of termination due to personal work performance problems or Customer policy violations. This provides human resources and management with direct information regarding an Employee’s compliance with Life Advisor EAP direction and recommendation and providing the Employee with an opportunity to help him/herself. Formal Referrals provide management and, if appropriate, union leadership, with assistance in helping Employees.
- c. **Critical Incident Stress Debriefings:** In the event the Customer experiences an unplanned critical incident or crisis at the worksite (e.g., workplace violence, suicide, natural disaster, fatality), Ulliance can provide either on-site or virtual response. This service will help to reduce the possibility of post-traumatic stress, normalize reactions to the incident, provide continued support/counseling to those affected, and provide human resources, management and or union consultation to prevent recurrence and reduce overall long-term effects. For on-site Critical Incident Debriefing’s there is a \$150 travel charge per trip to customer site intervention if the site is more than 100 miles outside of areas served directly by local or regional offices. Customer must provide Ulliance with a (72) hour advance notice if it wishes to cancel any scheduled onsite intervention or any other onsite service. Customer will be charged for any non-refundable costs incurred by Ulliance.

In the event of an unplanned crisis (i.e., natural disaster, terrorist attack, or other major event), Customer shall be entitled to unlimited events with up to a maximum of 7 hours for Critical Incident Stress Debriefing, (CISD) services per single event. Any additional CISD hours per event will be at the rate of \$350 per counselor/per hour, with two (2) hour minimum.

- g. **Program Information:** The Customer understands that the Employee Assistance Program information is confidential and proprietary to Ulliance and agrees to protect the confidentiality of any Ulliance program or service the Customer may acquire in the course of dealing with Ulliance. The Customer shall not disclose any such information to any person or organization without the express written approval of Ulliance. The Customer shall also use its best efforts to ensure that its employees or agents participating in Ulliance programs shall not disclose Ulliance program information.
- h. **Service Report:** A Life Advisor EAP Service Report will be provided to human resources management. Only demographic information will be submitted. To ensure confidentiality this information is limited to:
- Number of Employees using the Life Advisor EAP.
 - Number of Participants contacts.

- Demographics and types of problems identified.
- Number and types of referrals made.
- Types of Employee concerns addressed.
- Will be provided quarterly.

- i. **Fee Schedule:** The Customer agrees to pay Ulliance based on a capitation rate of **\$2.28** Per Employee Per Month (PEPM) in U.S. Funds. The quarterly Life Advisor EAP fee will be based on an Employee Headcount number and census provided by the Customer prior to the beginning of each quarter. Headcounts will include all current Customer Employees, and former Customer employees who are eligible for Life Advisor EAP coverage through COBRA-elected benefits. There is no fee for Employees' dependent coverage. The Customer will pay Ulliance, Inc. on a quarterly basis, the first payment due at the time of the start of the program and the following payments due upon the receipt of a Life Advisor EAP invoice. The Life Advisor EAP capitated fee may be reviewed and adjusted annually by Ulliance as agreed upon by Parties.

At the sole discretion of Ulliance, a late fee of 1.5% per month may be assessed on outstanding balances in excess of 30 days. Ulliance reserves the right to amend its fees in the event of any changes to Customer's benefit plan or in the event of any other program or administrative changes due to state or federal law.

In the event Ulliance must use legal means to pursue collection due to failure to pay timely for contracted services rendered, Customer shall pay all reasonable attorney fees and court costs. At the sole discretion of Ulliance, legal action may be taken on accounts with overdue balances in excess of 120 days.

4. **All Other Terms:** All other terms and conditions of the Master Service Agreement dated **January 1st, 2025** shall remain in effect with this Addendum.

Conclusion of Addendum Dated **January 1st, 2025** for Ulliance Life Advisor Employee Assistance Services.

Ulliance, Inc.
 900 Tower Drive, Suite 600
 Troy, MI 48098
 248-680-4611
 Contract No. CYD9TE8 - SB

City of Kingsport, Tennessee
 415 Broad St.
 Kingsport, Tennessee 37660

BY: Todd Lancaster

BY: _____

PRINTED NAME: Todd Lancaster

PRINTED NAME: _____

TITLE: Vice President of Sales & Marketing

TITLE: _____

DATE: 7/23/2024

DATE: _____

Ulliance

Enhancing **People**. Improving Business.

ulliance.com

Life Advisor Total Well-being Program

Presenter: Sarah Barkman



Who We Are

For over 30 years, Ulliance has been providing a comprehensive range of services to keep your employees emotionally and physically fit.

*"Improving
the lives
of the people
we serve."*

Life Advisor Employee Assistance Program®



Solution-based counseling to manage workplace conflicts, address personal concerns and embrace life challenges.

“ People bring more to work than just their cell phones or lunches.”

Life Advisor Wellness Program®



- Using a unique “solution focused” coaching model
- Higher employee engagement
- Customizable program to fit culture and budget
- Dedicated wellness account managers

Human Effectiveness Training



- On-site employee & manager training programs
- Compliance and legal training
- Multiple delivery options
- Customized programs to address specific issues

Organizational & Leadership Development



- Executive & Leadership coaching
- Organizational consulting projects
- Team building & development
- Leadership retreats

Career Transition Services



- Individual & group outplacement packages
- Experts at addressing the emotional side of job loss
- Mobile app with resumé builder
- Solution-focused counseling & coaching



Complete Well-being Solutions



Partner Organizations



We provide support for every industry sector: healthcare, manufacturing, banking & finance, nonprofit, education and higher-learning, professional services and government.

The Link Between Mental & Physical Health



Common Effects of Stress



BODY

- Headaches
- Muscle tension
- Chest pain
- Fatigue
- Stomach upset



MOOD

- Anxiety
- Restlessness
- Overwhelmed
- Unmotivated
- Depression



BEHAVIOR

- Overeating
- Drugs/alcohol
- Tobacco
- Anger
- No exercise

Stress is the basic cause of **60%** of illness in America.

(Source - American Medical Association)



The Impact of Stress

1 Type 2 Diabetes 41%

2 Cancer 33%

3 Arthritis/
musculoskeletal 32%

4 Obesity 29%

5 Heart Disease 27%

6 Hypertension/high
blood pressure 26%

★ 7 Depression/mental
illness 20%

8 High
cholesterol 11%

9 Smoking 9%

10 High-risk
pregnancy 4%



The Impact of Depression

People with **depression** have **40%** higher risk of developing cardiovascular and metabolic diseases than the general population.

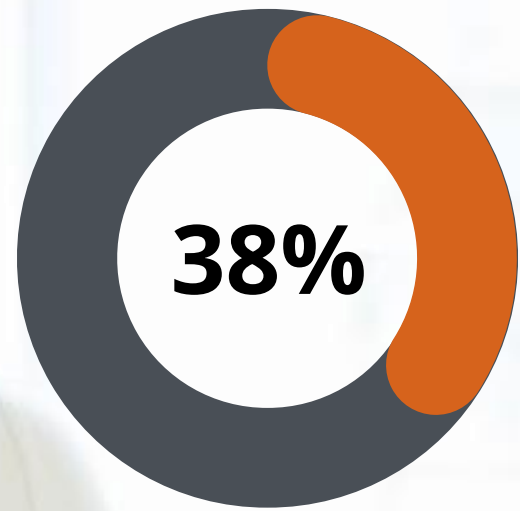
(Source - Workplace Wellness Trends Survey)



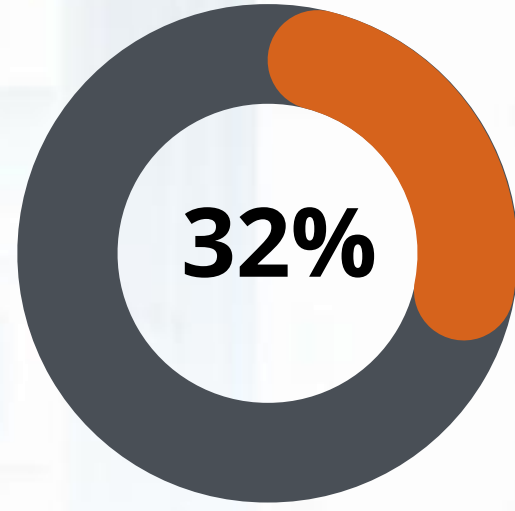
Top 10 Costly Health Conditions

Item X15.

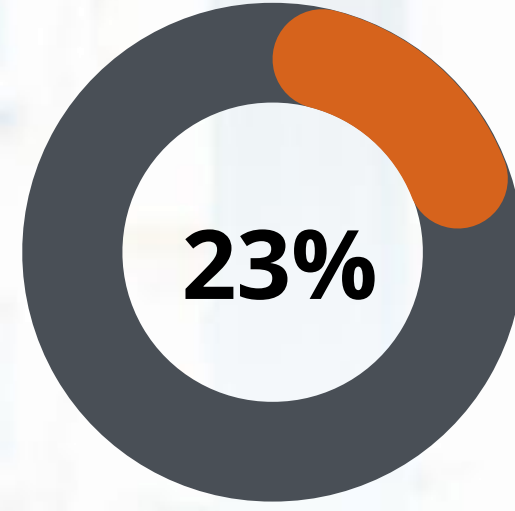
Mental Health And Our Behavior



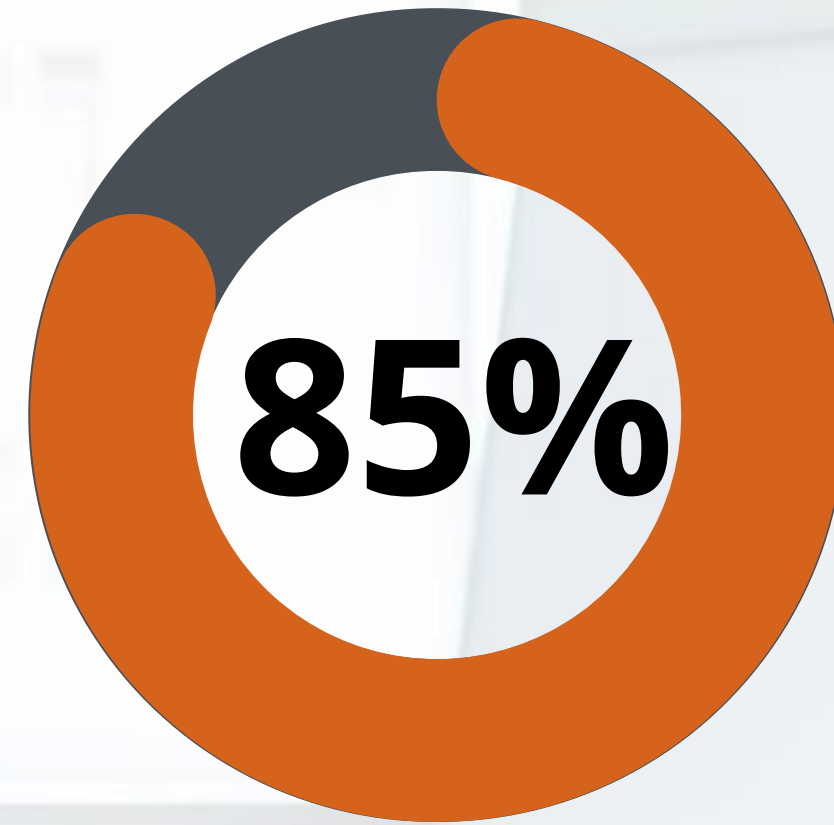
Difficulty concentrating



Avoiding social activities

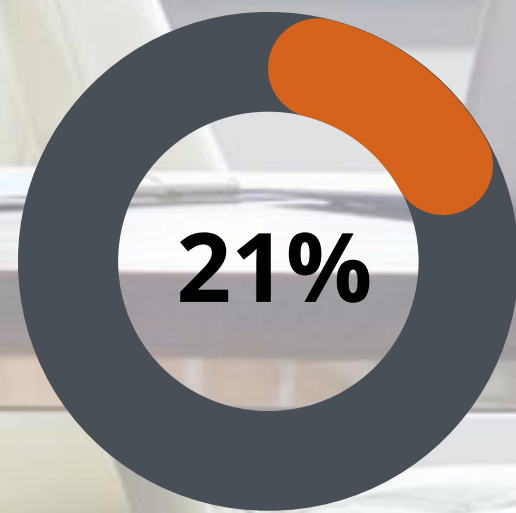


Less responsive to email and other communications

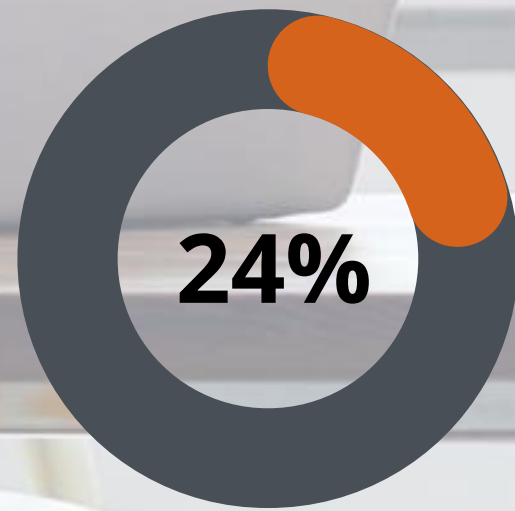


Absenteeism

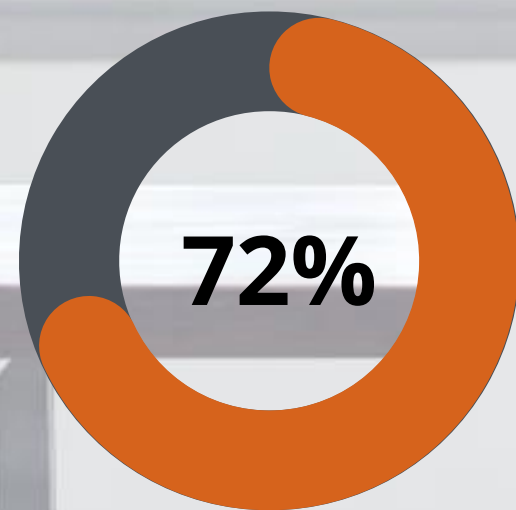
Respondents reported missing an average of eight days of work in the past year, an 85% increase from 2019. 17% Of respondents missing more than 10 days of work due to mental health, 5.7 times more than in 2019 (3%).



Taking longer to do tasks



Difficulty thinking, reasoning, or deciding

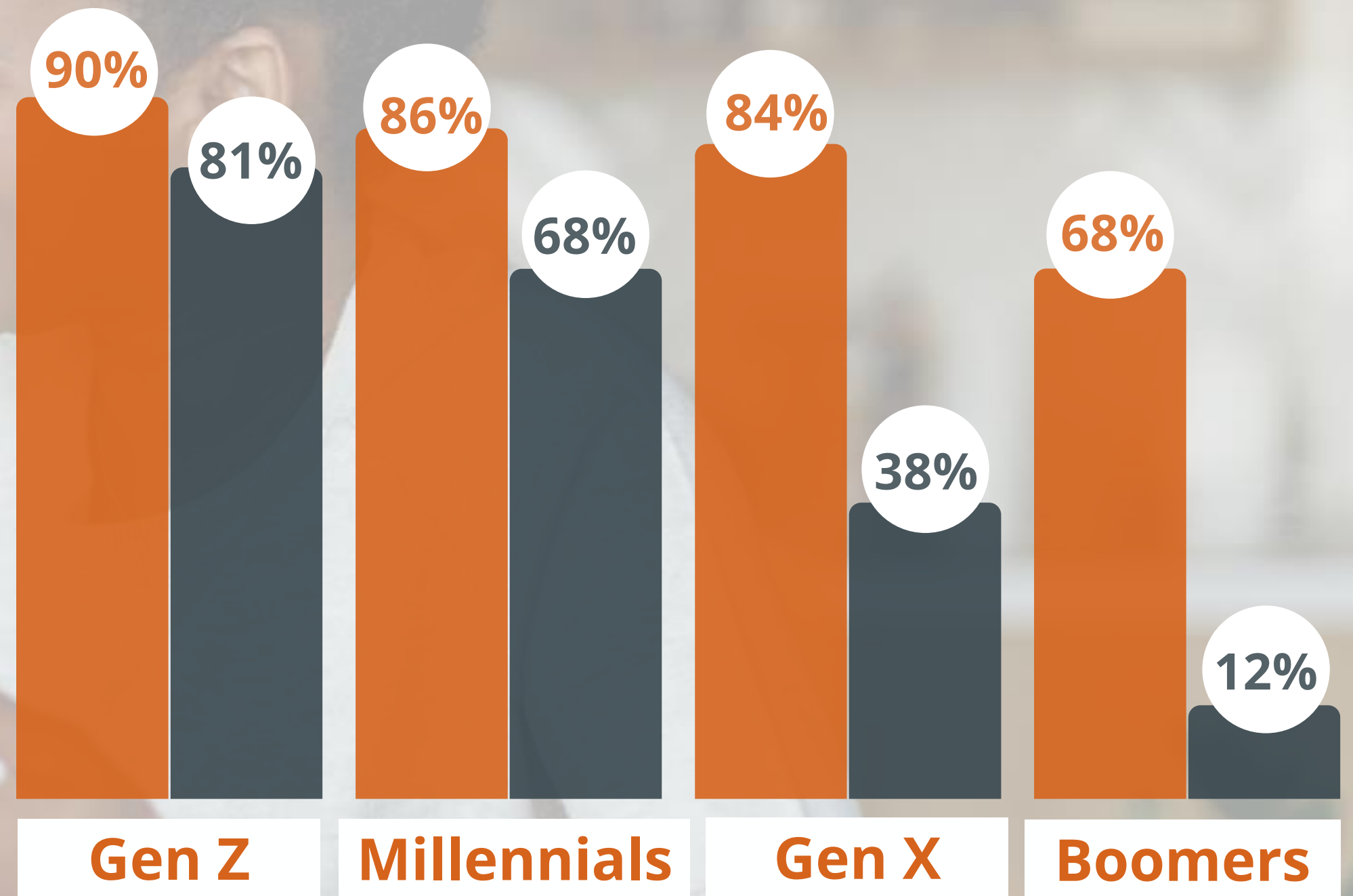
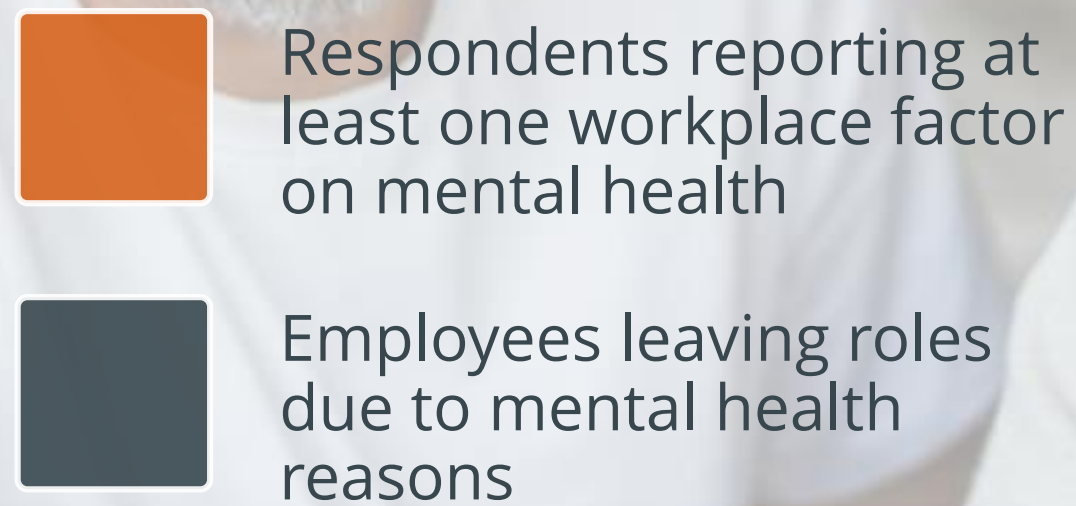


Overall performance

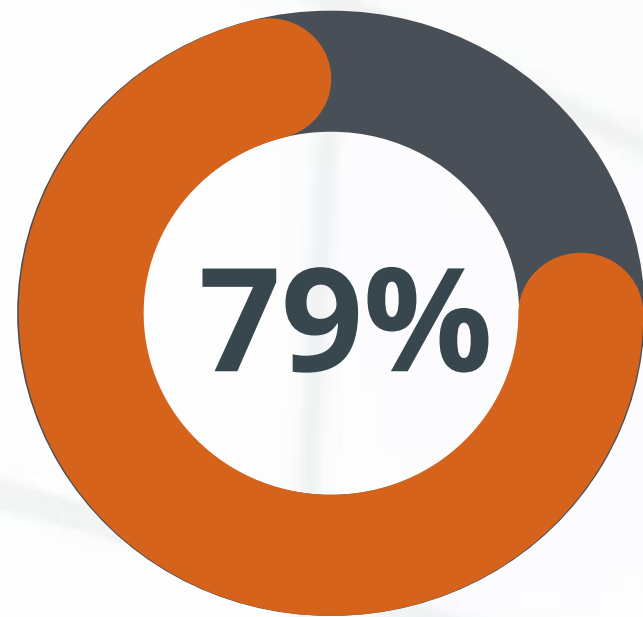


The Impact of Mental Health

Generational Impacts of Mental Health

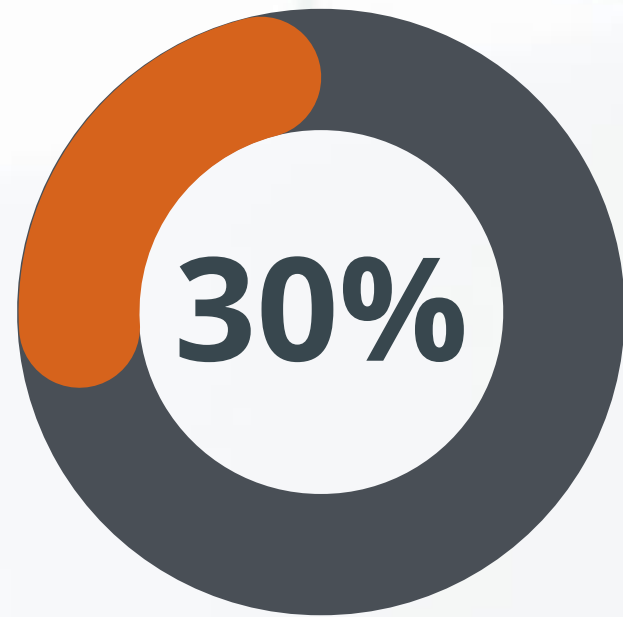


The Impact of Mental Health



2020

Over 79% of adults aged 19-25 suffered moderate to severe depression. Over 75% in the same age group suffered moderate to severe anxiety.



INCREASE

The national suicide rate has increased 30% between 2000 - 2020. Suicide is the 2nd leading cause of death for Americans under the age of 35.

3X

Pressure of education, social acceptance and lack of life structure greatly impacts the mental well-being of millennials—they are more than 3X as likely to suffer from depression and anxiety.



“The Changing Workforce”

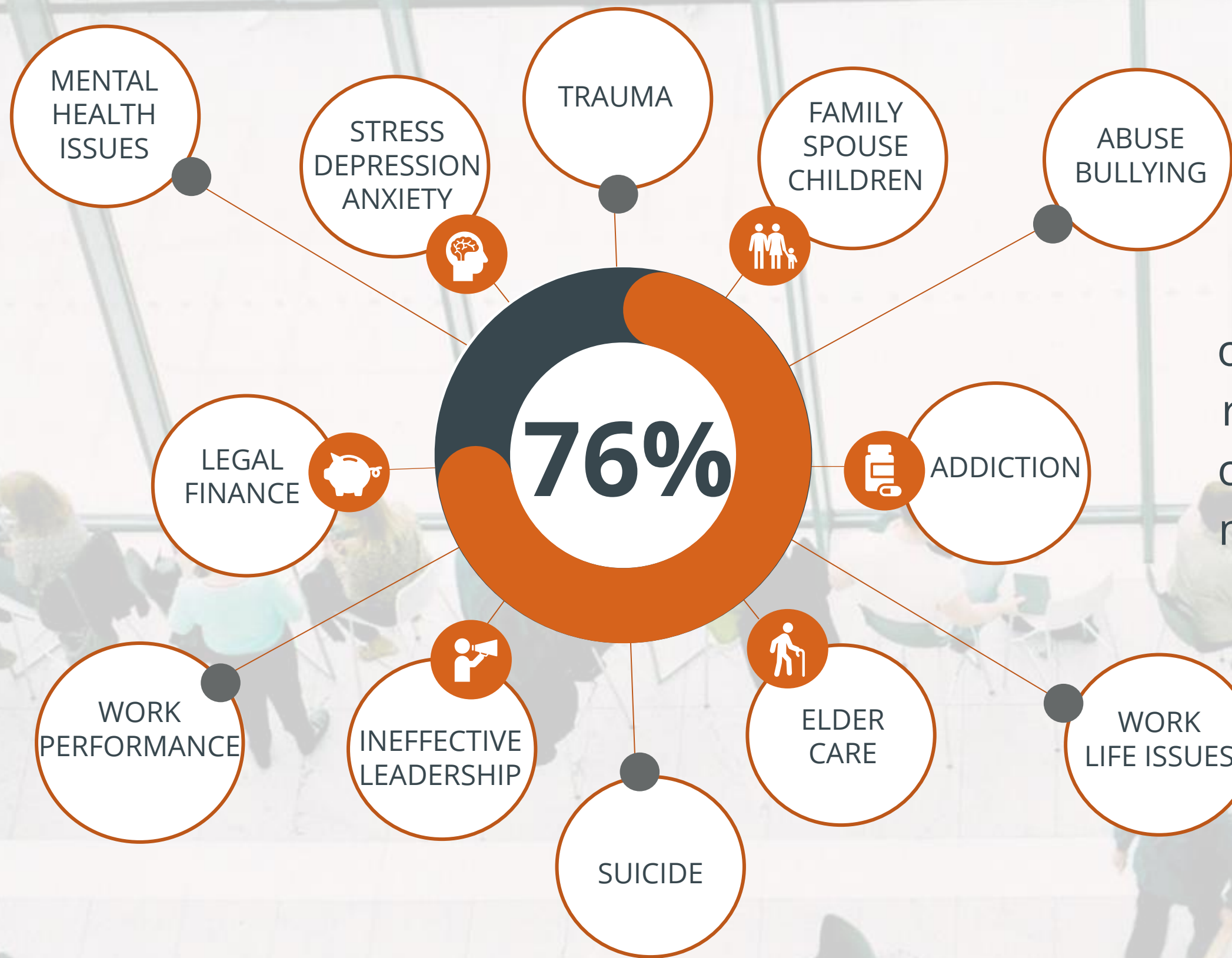
Millennials (those born between about 1980 and 2000) comprise half of the American workforce and by 2025, 75 percent of the global workforce.

<https://www.cdc.gov/nchs/products/databriefs/db330.htm>

<https://mhanational.org/research-reports/2022-state-mental-health-america-report>



The Future of Mental Health



76%
of the workforce reported at least one symptom of mental health in the past year.

(Source- Inc. Magazine)

DIRECT COSTS

- \$ Physical Health Claims
- \$ Behavioral Health Claims
- \$ Psychotropic Medications – RX
- \$ Workers' Comp Claims
- \$ Loss of Revenue
- \$ Recruiting Costs

PRODUCTIVITY COSTS

- \$ Time Loss/Productivity
- \$ Presenteeism
- \$ Turnover
- \$ Safety
- \$ Culture & Engagement
- \$ Burnout

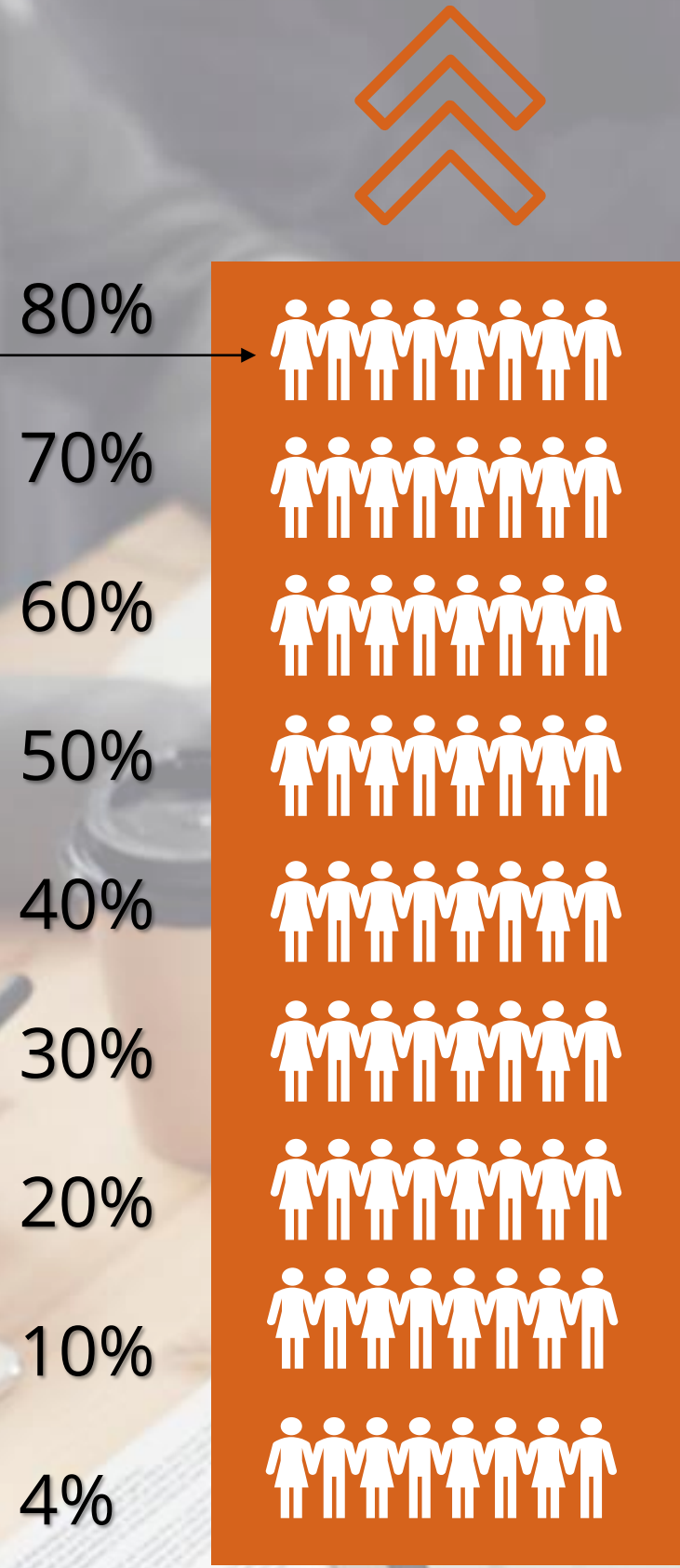


Personal Issues Impact the Workforce

Cost Impact—Behavioral Health

Item X15.

76%
Life issues impacting your workforce.



4%
National EAP Utilization



“
With anxiety and stress related issues on the rise—traditional EAPs with low utilization rates are NOT the solution to address this growing epidemic.



Traditional EAPs

Item X15.



Broken Model

Fixed visit models are not meeting the needs of today's organizations. Often advertised as an assess-and-refer model, most fixed visit models act more as a behavioral health concierge (that help people 'get help') rather than providing a solution that is focused on resolving issues.

Traditional EAPs

Nearly every organization offers some form of an EAP, and yet mental health concerns are on the rise while EAP utilization remains very low.

WHY IS THAT?

POOR COMMUNICATION

Whether intentional or not, EAP benefits are typically communicated very poorly. HR and Benefits teams already have too much on their plate to develop an effective communication strategy. Their EAP partners provide minimal help.

NO CHAMPION

With good intentions, most EAP programs get implemented with the best goals in mind. However, without a dedicated effort, accountability and resources, the utilization reports tell the rest of the story.

MISSION DRIFT

What is the mission of your EAP provider? Many organizations are part of, or affiliated with, an insurance company. When the mission is to sell more insurance, EAP utilization is treated more like claims experience than program success.

LIMITED COVERAGE

One of the biggest limitations to utilization is access to coverage. Not having a robust network for face-to-face visits, web resources, mobile applications, video counseling, and language interpretation support are just some of the reasons employees are not using EAP assistance.

Resolution EAP Model®

What makes our program different?

Our trademarked **Resolution EAP Model®** is a proprietary short-term counseling model that offers a flexible number of visits - unlike the fixed number of visits offered by traditional EAP's. We have developed this program specifically to meet the mental health needs of today's complex and changing workforce.

- 1) Flexible visits** - The Resolution EAP Model® is not limited by a predetermined number of visits.
- 2) Issue resolution** - Our 'solution-focused' approach helps to resolve or manage 94% of the situations within the EAP.
- 3) Total Well-being** - Life Advisor Portal & Health Tracker
- 4) HR & Benefits services** - Dedicated service features with a customized approach.
- 5) Health plan protection** - Diverts behavioral health and claims to the EAP and reduces the associated health claims that are attributed from mental health.

Item X15.



The 
Alliance
Proven
Process



5 to Thrive

Total Well-being—the full integration of the five dimensions of well-being.

1. EMOTIONAL
2. PHYSICAL
3. FINANCIAL
4. CAREER
5. COMMUNITY



Well-being Dimensions

Item X15.



We meet people where they are on their well-being journey.



TECH

Tech prefers to communicate via technology.



TALK

Talk prefers communicating via phone or in person.



FLEX

Flex prefers to communicate via technology & direct communication.



User Personas

Item X15.



YR	WRE	PLD	ERR	
20,369	890	6,350	10,98	
(+588)	(+20)	(+200)	(+588)	
MBC	LBI	MJD	PDN	NFR
1,605	1,542	2,609	7,654	6,522
(+210)	(+100)	(+30)	(+100)	(+122)
YBY	OMI	MMU	ET	ACM
3,204	5,211	7,100	7,150	782
(+30)	(+100)	(+10)	(+10)	(+70)
WRE	PLD	ERR	YBY	OMI
890	6,350	10,98	3,204	5,211
(+20)	(+200)	(+588)	(+100)	(+100)



**Results are
our Evidence**

10%

Clinical Utilization

Our client annual clinical utilization is more than double the **national average (4%)**.

18%

Service Utilization

On average 18% of employee/dependents issues are managed within our Solution-Focused Resolution EAP Model® — avoiding additional claims costs.

98%

Renewal Rate

Our client renewal rate is nearly 100% for 30 years and counting.



Counseling

- Short-term, solution focused counseling
- Life Advisor EAP counselors
 - Seasoned professionals
 - On average, 8 years of post-master experience
 - State licensed and/or certification(s)
 - Specialized training in short-term treatment
 - National & international counseling network
- Available Face to Face and via Telehealth
- Coverage for your family:
 - Employees
 - Spouse/partner
 - Dependent children



Employee Services

Item X15.

Services

- **24-hour Crisis line**

- Counselors can be reached 24 hours a day, 365 days a year, to assist with an urgent problem or crisis. There is no cost to the employee/dependent for this call.

- **Language Line**

- Ulliance utilizes a state-of-the-art language line that has the capability to interpret over 200 languages. Special telephone services are available for hearing impaired employees and dependents.

- **Confidentiality**

- Confidentiality is crucial to a successful EAP. To ensure client confidentiality, Ulliance complies with all Federal and State regulations including HIPAA & HITECH.



Employee Services

Item X15.



Coaching

- Coaching available via Telehealth
- Assistance in setting and achieving self-improvement or professional development goals.

This may include:

- Professional development
- Communication skills
- Stress reduction
- Conflict resolution
- Financial or savings goals
- Well-being goals
- Self-Improvement goals
- Educational goals



Employee Services

Item X15.



Life Transitions

Today's work environment promotes the balancing of career and personal life commitments. We will provide employees with support, referrals and assistance with many of life's transitions.

- Child Care & Aged Loved Ones Assistance
- Grandparents
- Parenting
- Relationships
- Special Needs
- Work & Family Balance
- Retirement
- Expatriate/Repatriating
- Moving/Job Relocation
- Getting Married
- Having a baby



Employee Services

Item X15.

Life Advisor Well-being Portal & Health Tracker

- 5 Dimensions of Well-being
- Resource library featuring assessments, thousands of articles and videos on behavioral health, finance, wellness, prevention & more
- On-demand orientation videos
- **Smart Manager Webinars** - on topics such as: Improve Your Mood, Avoiding Burn Out, etc.
- **Smart Employee Webinars**
- First Responder Bulletin
- Well-being journal
- Newsletters
- Health and well-being trackers
- Individual well-being challenges

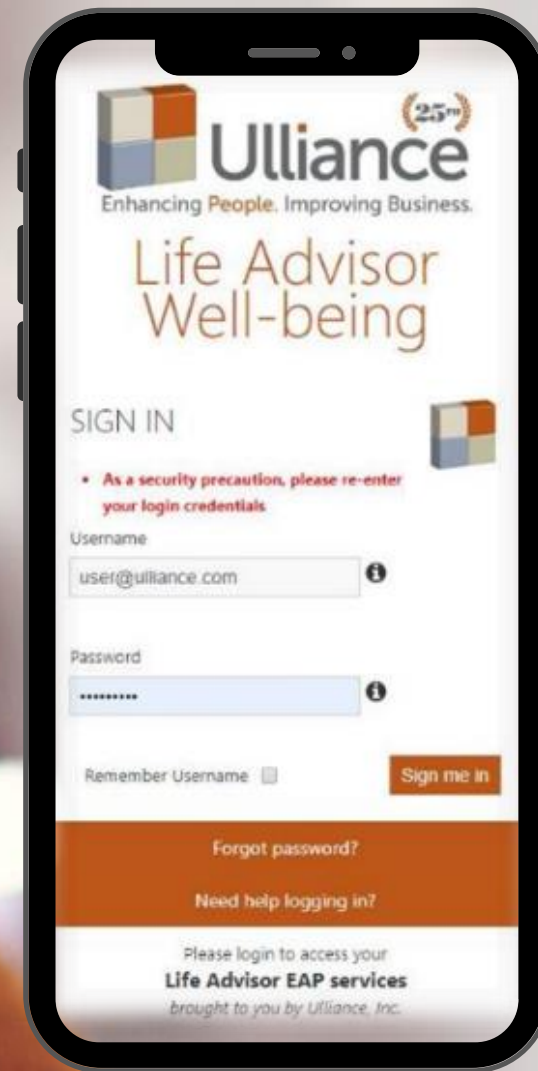
**Integrations from wearables requires Wellness Program addition*



Well-being Portal

Item X15.

Life Advisor Well-being Portal



- *Text* to request an appointment
- *Click to send an email* to open your default email application
- *Click to call* to speak with one of our trained employee counselors
- *Fully responsive* portal on all handheld devices
- *Watch a video* on how the EAP works
- *Send us your questions* directly through the form in the portal
- *Log in* & request a call or appointment
- *Connect with us*—we're social
- *Browse* through a robust resource library



Mobile Technology

Item X15.





Life Advisor Message Center

How it Works

- **Message Center**- A central location that brings together all of your Live Advisor communications in one spot – (promotions, notifications, emails, chats, texts, newsletters, orientations, surveys and more!)
- **Secure Chat**- A secure, online chat with our Life Advisor Consultant team about any of the concerns the Life Advisor program can assist you with.
- **Texting**- Once an individual opts-in, the text program can be used to receive additional information about the Life Advisor services, receive push notifications on our services, or talk with a coach that can provide you with non-clinical support. This conversation can seamlessly transition to a Secure Chat above if needed.
- **Notifications**- Throughout the year, the Life Advisor program pushes secure notifications a user would receive on their next login that highlights new service features, trending well-being topics, or new well-being program content.
- **Bot Chat**- Need a quick breathing exercise to get through an anxious moment? Or approaching an employee who's dealing with an emotional issue and you need to know what to say and how to say it? Our bot chat can get you to the topic and level of information you need with a few clicks across all dimensions - emotional, physical, financial, career, and community.

Ulliance
Enhancing People. Improving Business.

EMPLOYEE DISCOUNTS & SPECIAL OFFERS
MEMBER OF **working ADVANTAGE**

Ulliance, Inc. is proud to offer you FREE access to the Working Advantage members-only program! This unique program gives you access to exclusive discounts and special offers to theme parks, shopping, movie tickets, hotels, Broadway shows and much more - with savings up to 60% Off!

WELCOME!

RETURNING USERS: LOG IN

Email

Password

Remember Me Forgot Your Password? **LOG IN**

OR

NEW USERS: SIGN UP TO BECOME A MEMBER
*All Fields Required

First Name*

Personal Password*

Confirm Password*

Email Address*

Confirm Email*

Country*

Some of the benefits include:

- Theme Park & Amusement Park Tickets
- Online Shopping and Service Discounts
- Broadway Theatre
- Movie Tickets
- Ski Tickets
- Hotels Worldwide
- Rental Cars Worldwide
- Zoos and Aquariums

Working Advantage Discount Program

The Working Advantage Discount Program provides discounts of up to **70%** off to employees and their dependents. **Sign up for free!**

- Work from Home Essentials
- Streaming Services: Disney+, Showtime and more
- Sam's Club Memberships - opportunity to purchase for your employees or for them to purchase themselves - over 40% off
- Education & Enrichment: Language Learning, Audiobooks and more
- Health & Wellness
- Home Office: Electronics, Laptops and more
- Insurance, Home Security and Protection Services
- Food & Wine
- Online Shopping: Walmart, Walgreens, Macy's
- Financial Services
- Pet Supplies
- Hotels, Rental Cars
- Entertainment

WorkingAdvantage.com/ulliance.com



Employee Services



Financial Counseling

Members can find possible causes and solutions to their financial concerns by utilizing **a free 30 minute (per issue) telephonic or in-person consultation with a financial counselor.**

This rate will include a 15% discount.

Examples Include:

- Debt Management Programs
- Financial Education
- Budgeting
- Financial Planning



Employee Services

Item X15.



Legal Consultation

Members can receive up to 30-minute consultations (per issue) with local Plan Attorney and a **25% discount off attorney's normal hourly rate.**

- Up to 6-page document review FREE or at 25% discount
- Simple Dispute Resolution included
- Simple Will included



Employee Services

Item X15.

Legal Services

DID YOU KNOW?

There were 4.8 million identity theft and credit card fraud reports to the Federal Trade Commission in 2020, resulting in \$4.5 billion total loss.

Identity theft and fraud can cause stress, anxiety and even financial hardships. This is why Ulliance has partnered with **IDIQ** to provide a **FREE credit & identity theft protection** element to our EAP!

Employees can sign up for this **FREE** service through our **LifeAdvisor.com portal**.

We recognize that the threat of having your identity stolen is at an all time high. Protecting your identity is essential in today's ever-evolving tech world.

The logo for IDIQ, featuring the letters 'IDIQ' in a bold, sans-serif font. The 'Q' is stylized with a small orange triangle pointing downwards from its bottom right. A registered trademark symbol (®) is located to the upper right of the 'Q'. The logo is set against a white background within an orange-bordered square.

IDIQ®



Employee Services

Item X15.

Account Management

Dedicated Account Manager

- Advanced Degreed/Licensed Counselors
- Seasoned/Experienced professionals
- Experienced in providing consultation regarding personal performance problems and work/life concerns
- Conducts quarterly service reports
- An Account Manager is always on call **24/7/365**



HR & Management Services

Item X15.



HR Consultations

- Harassment & Conflict
- Gambling Problems
- Co-worker Conflict
- Critical Incident Stress Management
- Emotional/Psychiatric
- Anger Management
- Substance Abuse/Addiction
- Workplace Aggression/Anger
- Employee Death/Suicide
- Performance Issues
- Policy Violations
- Difficult Terminations



HR & Management Services

Item X15.



Referrals

Informal

- Suggestion from Administration to use the EAP benefit
- Participation information not available due to HIPAA

Formal

- Employee demonstrates work performance issue
- Release allows for attendance and compliance updates





**CRISIS
AHEAD**

Managing Critical Incidents In The Workplace ► Crisis Support (CISM)

- Critical Incident Stress Management
- 24-hour expert support and intervention
- Expert help to stabilize organizational crisis
- Specialized crisis management team
- **Unlimited** on-site debriefings and in-person grief counseling
- Fast response for sudden crises



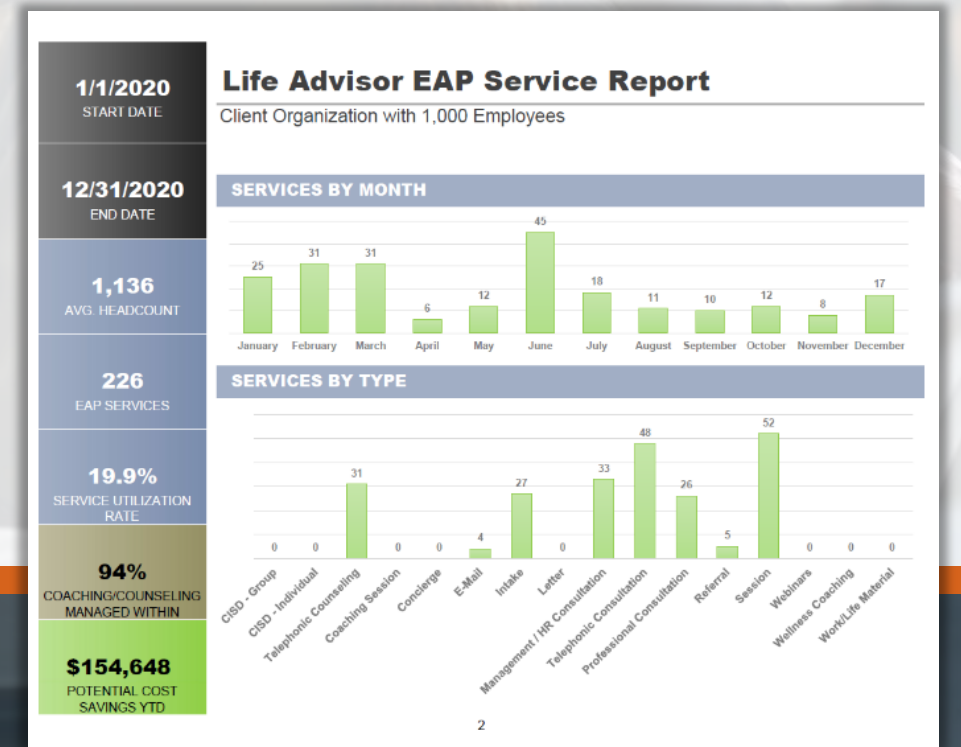
HR & Management Services

Item X15.



Service Reports

- Quarterly Reports reviewed with your Account Administration
- Valuable information on EAP usage & trends
- Develop action items to improve employee population

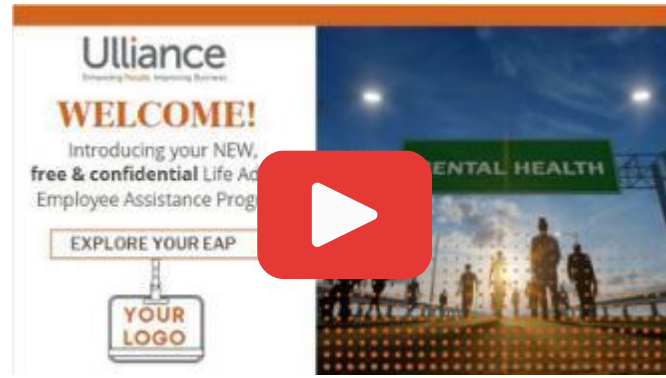


HR & Management Services

Item X15.



Explainer video



Postcards



Employee webinars



Manager webinars



Monthly employee newsletter



Quarterly Manager newsletter



Cards



Monthly employee video

- Introduction/welcome letters
- Printed flyers, posters, wallet cards
- Postcards sent to employee's home
- Monthly Employee Life Advisor Newsletter & bonus material
- Monthly video to post onsite
- Custom "How It Works" video
- Quarterly Smart Manager Bulletin
- Smart Manager webinars
- Employee webinars
- Vendor fair - Ulliance attendance
- Explainer Videos



EAP Promotion & Communication



Employee Orientations

- Educate & inform employees of the valuable resources in the EAP
- Delivered in-person or video

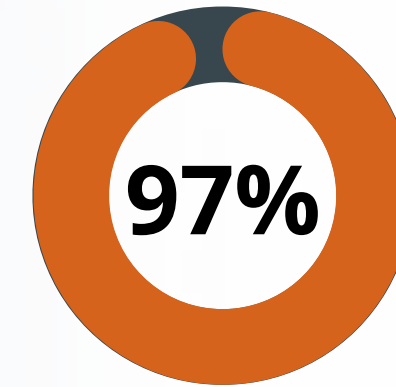
Supervisor Orientations

- Become familiar with critical incident support, HR consults and the informal & formal referral process

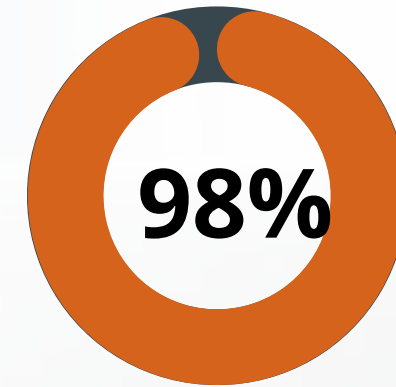
HR & Employee Orientations



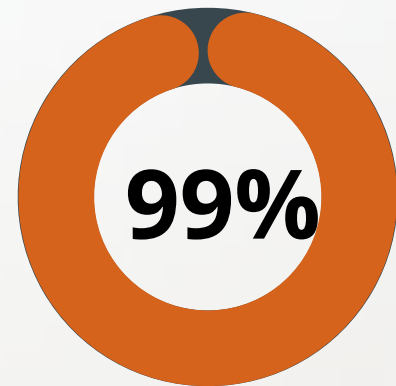
What People Say...



Satisfaction with counseling and authorization process



Satisfaction with counselor (choice & or quality)



Overall Satisfaction



Client Satisfaction Results

Item X15.



Fees & Billing

 Flexible Visit Resolution EAP Model®	
Your Return on Investment	94%
Dedicated Account Manager	✓
Discount Program	✓
Legal Support	✓
Promotional Materials	✓
Orientations	✓
Resource Portal	✓
Coaching	✓
Mobile App	✓
Credit Debt Management	✓
Custom Explainer Video	✓
Service Reports	Quarterly
CISD	Unlimited
Fees	\$2,28 PEPM

Item X15.

*Quote is based on **800** employees

Travel (airfare, lodging and mileage, etc.) expenses incurred for supervisor trainings, employee orientations, implementation meetings, and other on-site services at locations outside of areas served directly by local or regional offices will be billed at our actual cost.

Once fees are quoted, they are valid for the next sixty days.

Created 06-24-2024

“



We stand behind our commitment to provide your organization with the highest caliber of service!

”



If for any reason you are dissatisfied with Ulliance services during the first 120 days of implementing your Life Advisor EAP, Ulliance will refund 100% of your fees paid.

We believe actions speak louder than words and are ready to deliver quality service!



No other EAP provider offers a 100% money back performance guarantee.

Item X15.



10 Ways We're Different

1

Trademarked Proven Process

2

Dedicated Account Manager

3

HR Services

4

Promotion

5

Technology

6

Utilization

7

ROI

8

Total Well-being

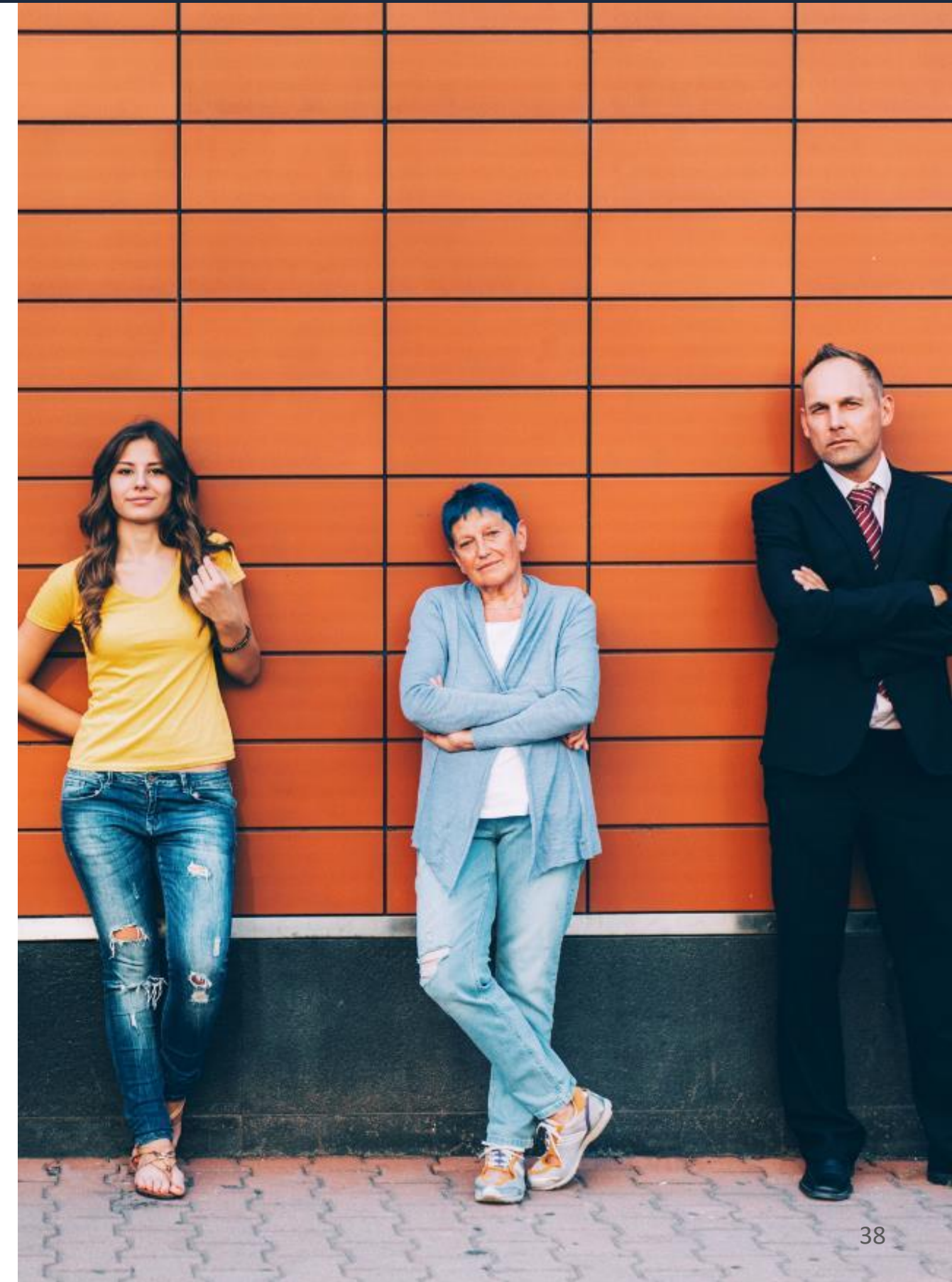
9

Implementation

10

International Coverage/Local Presence

Item X15.





Ulliance

Enhancing **People.** Improving Business.



Thank you!

GuidanceResources[®] Proposal
City of Kingsport, TN
August 2024

SUBMITTED BY:

ComPsych Corporation
NBC Tower
455 North Cityfront Plaza Drive
Chicago, IL 60611
312-595-4000
www.compsych.com

PRIMARY CONTACT:

Michael Burbee
Business Development Consultant
phone 312-253-4833
mburbee@compsych.com

About ComPsych	1
GuidanceResources[®] Solution	1
Program Services	1
ComPsych Work-Life Resources	3
Pricing for City of Kingsport, TN	6

About ComPsych

ComPsych® Corporation is the world’s largest provider of mental health services and is the pioneer and worldwide leader of fully EAP, behavioral health, wellness, work-life, HR, FMLA and absence management services under its GuidanceResources® brand. ComPsych provides services to more than 68,000 organizations, covering more than 139 million individuals throughout the United States and 200 countries. By creating “Build-to-Suit” programs, ComPsych helps employers attract and retain employees, increase employee productivity and improve overall health and well-being. Our customers range from the Fortune 500 to smaller public and private concerns, as well as government entities and Taft-Hartley groups.

However, more important than the fact that we are the industry leader, is why we are the leader. Every year, more than 1,000 companies switches their program to ComPsych’s GuidanceResources. Further, we retain an extremely high percentage of our customer base—more than 99 percent choose to stay with ComPsych. Our customers see the value of the depth and breadth of our services, our ability to successfully engage an employee population and the stringent standards of quality we utilize to monitor our service delivery. Quite simply, [we over-deliver on expectations](#). It is this commitment that garners our exceptional growth and customer retention rates, as well as our individual satisfaction ratings.

ComPsych works with each customer to create build-to-suit programs that help employees improve their overall well-being and address the full continuum of life’s issues—personal, family and wellness concerns. We help organizations foster high-performing work cultures that attract and retain the best and brightest, resulting in superior productivity and performance, and increased profits.

For more information, please visit www.compsych.com.

GuidanceResources® Solution

ComPsych’s GuidanceResources solution offers cutting-edge employee benefits and stands apart by comprehensively supporting employees across the broad spectrum of life’s issues. We pioneered our unique brand, GuidanceResources, to seamlessly integrate counseling, behavioral health, wellness, work-life, crisis intervention, training services and absence management services into a single solution that helps employees lead healthier and more productive lives.

ComPsych creates multifaceted, single-source solutions specific to each organization’s culture and employee needs. Through our build-to-suit programs, employees experience integrated programs that contribute to the high-performance culture City of Kingsport, TN seeks. GuidanceResources provides employees with information, resources and creative solutions that address personal life challenges and improve workplace productivity and performance. By choosing GuidanceResources, City of Kingsport, TN will receive the highest quality, consistency and outcomes within an outstanding value proposition.

Program Services

ComPsych’s strengths are our commitment to our build-to-suit approach, EAP and work-life integration, extraordinary program utilization, face-to-face referrals and high-touch attention from account services through quality management.

ComPsych Global Solutions

ComPsych programs help maximize productivity, minimize risk and contain costs while meeting the unique needs of each organization.

Our GuidanceResources® brand offers employers a comprehensive, approach to employee assistance programs (EAP) that consistently deliver high-quality clinical, work-life, and crisis management services around the world.

ComPsych provides services to more than 53,000 organizations, covering more than 118 million individuals throughout the United States and more than 170 countries.

Adding ComPsych's services to City of Kingsport, TN's benefit plan will deliver true value to its employees and help City of Kingsport, TN's most valuable resource—its people.

EAP Services

Intake and assessment: ComPsych's EAP will identify and resolve employee concerns before they become serious problems for individuals and City of Kingsport, TN. ComPsych's EAP can address a wide range of issues, from stress and marital/family conflicts to major life changes.

Individuals will access ComPsych's GuidanceConsultants via a 24-hour toll-free line. These GuidanceConsultants are master's level clinicians who conduct intake using an empathic approach. They listen to individuals' issues, assess their needs, make initial recommendations and refer callers to the local specialists required to resolve their issue.

GuidanceConsultants use our automated system to match individuals who need in-person counseling with a GuidanceExpert (local provider). This system pinpoints GuidanceExperts in close proximity to each individual. Our local EAP GuidanceExperts are state-licensed, clinical professionals with deep understanding of the workplace-related EAP service delivery model. Our GuidanceExperts evaluate and facilitate treatment within the 3 or 6 session model. They will also guide individuals through a transition to the medical plan or community resources.

Referral for Counseling

For routine matters, individuals can schedule an appointment in an average of three days. These routine face-to-face appointments are available six days a week.

If employees have an urgent request, we will provide care through a referral to a GuidanceExpert within 48 hours. During emergency calls, ComPsych's GuidanceConsultants use their crisis intervention skills to implement crisis protocols immediately.

For routine referrals, ComPsych will contact the individual within two days of the first call to make sure a suitable appointment was available. For urgent and emergency cases, we will follow up within one day. During any call, we encourage the individual to follow through with our referral recommendation.

Immediate Critical Incident Response

ComPsych staffs our internal critical incident stress management (CISM) services department 24 hours a day with experts who deal exclusively in critical incidents such as violence, serious illness and deaths, natural disasters, fatal accidents and corporate restructuring.

A CISM session is a meeting organized for an individual or group of people affected by a critical event. The onsite sessions, conducted by a GuidanceExpert, aim to reduce the likelihood of long-term psychological consequences for individuals exposed to the critical event. They offer support, normalize trauma responses and help individuals to manage the symptoms. ComPsych can provide onsite CISM sessions within hours if needed.

Formal Referrals

When City of Kingsport, TN needs to refer an employee to the EAP, ComPsych's formal referral specialists will assist City of Kingsport, TN's managers/supervisors or HR professionals throughout the process. Referrals can be either voluntary or

GuidanceConsultantsSM

ComPsych GuidanceConsultants are master's-level intake clinicians who will listen to employees' issues, assess their needs and refer them to specialists to resolve their issues. They have broad-based clinical skills and experience in assessing issues such as stress and depression, alcohol/drug use, suicide, emergency responses and work-life concerns.

formal.

A **voluntary referral** occurs when an employee comes to their manager with an issue or when a manager identifies an issue during initial performance and disciplinary discussions. The manager reminds the employee that the EAP can assist them. The employee can choose whether to use the EAP.

In a **formal referral**, a manager/supervisor directs the employee to use EAP services after informing him or her that performance or behavior issues are hindering productivity, or a policy such as drug-free workplace has been violated. Managers/supervisors formally refer employees after taking disciplinary steps.

Optional Program Features

As the industry leader in behavioral health solutions, ComPsych has never seen a bigger opportunity to meet mental health and well-being challenges head-on by breaking down program access barriers and offering services in ways that resonate with individuals regardless of their age, background, culture or abilities. We understand that building mental health awareness and developing resources that support mental health and financial well-being are now, more than ever, a key focus for City of Kingsport, TN.

As such, our proposal includes the option to add the following innovative solutions:

- **Computerized Cognitive Behavioral Therapy (CCBT) Platform:** We offer a leading, interactive digital program that addresses all of the most common behavioral health issues in a personalized and user-friendly fashion. CCBT offers expanded alternative access to behavioral health care and is available in eight languages via desktop, tablet and mobile app, providing support and services whenever and wherever users need it most. This service is available for an additional fee.
- **Well-being Coaching:** ComPsych knows that employees do not view their lives in compartments, and that mental health, work-life challenges and physical issues often intertwine. Available as a fully integrated add-on to current EAP programs, we offer access to one-on-one coaching services (via telephonic or video sessions) that address mental health, physical health and well-being through one holistic solution. Our certified coaches help participants address a wide variety of socio-emotional well-being issues including, but not limited to, burnout, stress, resiliency, time management, self-esteem, motivation and beyond. Our program also addresses physical well-being issues such as exercise, nutrition, weight management, sleep, back care, tobacco cessation and much more.

ComPsych Work-Life Resources

FamilySource® for Family and Personal Convenience Services

ComPsych's FamilySource program offers unlimited access to help for childcare, adoption, education, elder care, pet care and personal convenience needs. FamilySource support includes:

- Assistance identifying preschools, elementary schools, high schools, colleges, and graduate and professional programs
- Consultation, coaching and qualified, prescreened referrals regarding parenting, childcare and aging concerns
- Customized research, tailored educational materials and referrals
- Education regarding the adoption process and referrals to qualified agencies
- Information regarding general health and wellness topics

Unlimited Management Consultation

ComPsych has expertise with issues like substance abuse, compliance with the American with Disabilities Act and other government regulations, workplace violence and organizational re-engineering. If City of Kingsport, TN needs support for an employee issue, a ComPsych HR specialist can provide it, working from extensive knowledge of and experience with workplace regulations and best practices. Our services to City of Kingsport, TN will reflect our customers' HR policies and procedures.

- Resources and referrals for personal convenience service providers including event planning, home improvement, moving and shopping

ComPsych Staff Attorneys Provide LegalConnect® Services

When individuals call ComPsych’s legal assistance program, LegalConnect, our lawyers will provide insightful coaching and guidance to help individuals address their unique challenges. Our legal assistance program provides unlimited telephone access to our in-house team of dedicated attorneys, as well as the following:

- Articles applicable to the caller’s issue
- Free 30-minute assessment and 25 percent discount off fees when in-person representation is necessary
- Unlimited post-referral support for additional questions
- Referrals to self-help resources, legal aid organizations, government resources and other low cost or free legal provider options

FinancialConnect® Assists with Financial Matters

ComPsych’s FinancialConnect program provides assistance with financial and insurance issues through unlimited telephone access to certified public accountants (CPA) and certified financial planners® (CFP®) on staff at ComPsych. Features of FinancialConnect include:

- Unlimited telephone access to certified financial specialists on staff at ComPsych
- Information on household budgeting, financial planning and investments
- Online access to contact information for qualified, certified Financial GuidanceExperts
- Online tools and resources for common financial issues

Industry-Leading Online Information and Tools

ComPsych’s award-winning GuidanceResources Online site will provide employees with comprehensive online guidance, information, advice and helpful tools covering thousands of topics. Components of GuidanceResources Online include:

- Interactive tools and assessments such as financial calculators, budgeting spreadsheets, language translator and personal issue quizzes
- Customized child care provider/facility lookup and mapping for more than 600,000 resources by location and preference, availability verification based on specific criteria
- Comprehensive elder care facility lookup by location, with ratings and rankings research, and current availability and information on more than 140,000 providers
- Information regarding colleges and universities, career schools, graduate programs, scholarships and testing information; searchable by detailed criteria
- Attorney resource lookup and mapping by ZIP code and proximity for more than 6,300 firms and 21,000 practitioners
- Link to economically create simple, legally binding wills
- Financial planner lookup and mapping by ZIP code and proximity for more than 26,000 financial professionals
- Discounts through partners such as Nationwide Pet Insurance, as well as access to a robust, members-only discount portal, Working Advantage.
- Resource guides that take an in-depth look at a single topic or issue (e.g., ADHD, burnout, career development,

Award Winning GuidanceResources Online

GuidanceResources Online: comprehensive, award-winning online includes:

- “Ask a GuidanceConsultant” feature allows users to confidentially email issues to clinicians
- Chat live with staff experts
- Mobile site enables users to browse content and news articles by topic and find local legal, child care and elder care providers.
- Click-to-call capability
- Online centers and communities

We encourage City of Kingsport, TN to gain first-hand experience of our robust Internet offering.

www.guidanceresources.com

diabetes prevention, elder care, financial wellness, pregnancy, identity theft, PTSD, resiliency, student loans, etc.)

- On-demand training—Users can also access On-demand learning modules through GuidanceResources Online at any time at no additional cost. These 5-10 minute podcasts cover our most frequently requested topics in a user-friendly interactive format that includes quizzes and engaging questions. Examples of on-demand training topics include Stress - A Way of Life or Fact of Life?, Managing Personal Finances, and Time Management Tools & Principles.
- Online Centers and Communities for issues such as autism, elder care, healthy habits, bullying, maternity and more. These community hubs include “Resources for Caregivers and Loved Ones”; Videos, HelpSheets and Links to External Resources. For example, the autism hub includes topics such as: “What are Some Common Signs of Autism Spectrum Disorder?” and “Is Autism Spectrum Disorder Inherited.”

Training Sessions

We commit to maintaining a high level of awareness of the GuidanceResources program for City of Kingsport, TN, which drives utilization and maximizes the employee benefit from our services. To help accomplish this objective, ComPsych has included 3 training hours per contract year in our quoted rates.

City of Kingsport, TN can mix and match any combination of the following:

- Orientation sessions (employee or management)
- Personal development workshops: wellness seminars, brown bags or lunch and learns
- Health and enrollment fairs
- On-site CISM services

Additional on-site CISM services are available for \$265/hour. Additional training is available for \$215/hour

Program Promotion and Management

Account managers oversee all program deliverables, such as communication materials, training and reporting. Proactive program management and outreach efforts include the following:

Program Promotion

- Communication campaigns based around program launch and awareness, ongoing engagement, and topical industry issues and trends. Communication vehicles include eye-catching and informative brochures, wallet cards, posters, topical articles, etc.
- Pieces created by our in-house design/communications and training departments
- Orientations and personal development seminars conducted by training experts

Expert Account Services

- Designated account manager accountable for program success
- City of Kingsport, TN-focused to ensure timely response
- Single point of contact for all administrative questions
- HIPAA-compliant documentation and reporting

Focused Quality Management

- Executive involvement through monthly quality committee meetings
- Follow-up calls conducted within 48 hours
- Quality standards and measurements—from individual access and direct care delivery to customer service, reporting and overall responsiveness
- Satisfaction surveys: We send surveys via email (with employee permission) within 30 days

Pricing for City of Kingsport, TN

The following pricing is offered on a per-employee-per-month basis for City of Kingsport, TN's 700 total active employees.

	3-session	6-session
Fully integrated GuidanceResources (EAP, FamilySource, LegalConnect, FinancialConnect and GuidanceResources Online)	\$1.89 pepm	\$2.19 pepm
Well-Being Coaching	\$0.60 pepm	
CCBT	\$0.27 pepm	
Additional CISM Services	\$265 per hour	
Additional Training Services	\$215 per hour	

With a five-year guaranteed contract, ComPsych will offer City of Kingsport, TN a five-year guaranteed rate. The ComPsych proposal is valid for six months.

GuidanceResources Services

EAP Services

- Local in-person EAP assessment, referral counseling and brief treatment (up to 6 sessions, depending on the model chosen, per issue per employee/family member per year)
- Community resource referrals to supplement EAP counseling
- Network management
- Individual follow-up and satisfaction surveys
- Critical incident response services: expert management consultation and prompt on-site services to lessen the impact of traumatic events (telephonic consultation is unlimited; on-site CISM services are available for \$265/hour)
- Management consultation and referrals
- Drug-free workplace and DOT policy consultation, substance use assessments and case oversight

Well-being Coaching

- Access to staff health coaches who are experienced in providing ongoing support and feedback and keeping participants motivated to make lasting lifestyle changes
- Holistic, one-on-one support provided virtually (telephonic or video sessions)
- Coaching for a wide variety of issues that impact socio-emotional well-being, physical health and the ability to reach personal goals
- Builds self-efficacy through a shared decision-making model

Computerized Cognitive Behavioral Therapy (CCBT) Platform

- Interactive digital programs that use sophisticated technology to build personalized curricula

- Programs that address the most common behavioral health issues such as anxiety, racing thoughts, mindfulness, sleep, resiliency and more

Work-Life Services

- Family care services (FamilySource): Customized research, tailored educational materials, and prescreened referrals for child care, adoption, elder care, education, pet care and personal convenience services
- Legal services (LegalConnect): Unlimited phone information on legal issues by ComPsych staff attorneys; free 30-minute assessment and 25 percent discount off fees when in-person representation is necessary
- Financial services (FinancialConnect): Unlimited phone information on financial issues by ComPsych staff CPAs and CFPs

Program Administration Services

- Toll-free access 24 hours a day, seven days a week to counseling and crisis intervention by master's-level clinicians
- GuidanceResources Online: City of Kingsport, TN-specific, online interactive services
- Unlimited program utilization
- Program literature—promotional brochures, wallet cards and semiannual posters and fliers
- Program evaluation, reporting and account management
- ComPsych included a bank of 3 on-site hours per contract year in our quoted fees. These on-site hours may be composed of any combination of on-site CISM services, orientation sessions (employee or management), personal development workshops or health fair representation. Additional on-site CISM services are available for \$265/hour. Additional training is available for \$215/hour.

For CISM and training purposes, ComPsych uses local GuidanceExperts and trainers/facilitators whenever possible, so travel is rarely required. When travel is required, it will be billed upon terms which Interstate City of Kingsport, TN and ComPsych mutually agreed



City of Kingsport, TN

Primary Contact:

Larry Amico

4819 Emperor Blvd

Durham, NC 27703

T: (800) 364-4748 x 2054

E: lamico@eniweb.com

Item X15.

© 2024 eni
All Rights Reserved

eni and all **eni** related logos are registered trademarks or service marks of Employee Network, Inc.

All other brand names or product names are assumed to be trademarks, registered trademarks, or service marks of their respective owners.

eni Disclaimer: This material may not be reproduced, in part or in whole, by mechanical or electronic means, without written permission from Employee Network, Inc.

CONTENTS

Executive Summary	5
Short-Term Mental Health Counseling	6
Integrated Mobile Platform	7
Certified Coaches	8
Virtual Concierge Services	9
Financial Resources and Legal Support	10
Health Advocacy Services	11
Individualized Total Wellness Support	12
Entertainment Discounts	13
eLearning	13
Mindfulness Training	13
International & Translation Services	14
Health-Care Provider Referral & Continuity of Care	14
Confidentiality	14
Network Coverage	14
HR Support and Training	15
Organizational Training	16



Onsite Trauma Response	16
DOT-SAP Services	17
Mediation Services	17
Bree Health	17
Telehealth	Error! Bookmark not defined.
Promotional Activities	18
Advantages for City of Kingsport, TN	19
City of Kingsport, TN NexGen Program Features & Fees	20

Executive Summary

eni's innovative NexGenEAP promotes total employee well-being across an entire workforce. This total well-being EAP is a comprehensive solution that offers 8 distinct benefits that work together synergistically to make your workforce more present and vibrant. These benefits include short-term counseling, virtual concierge services, financial resources, legal support, wellness coaching, health advocacy, entertainment discounts, and e-learning. Employees are connected to each one of these services via 1 toll-free phone number and a proprietary integrated platform accessible on all mobile devices and desktops.

Comprehensive Integration

When an individual contacts **eni** via the toll-free phone line or the integrated mobile platform, an Intake Specialist immediately assesses their current situation and need and connects them with all the services they may benefit from. This process works in conjunction with **eni's** proprietary administrative software, which allows each **eni** specialist to immediately input and access data while assisting the caller. All information is confidential, and all data is securely stored under multiple layers of protection. **eni** takes the security of our clients' data seriously; successfully completing the SOC 2 Type II examination, maintaining our long-standing commitment to the highest standards for protecting sensitive data and information.

A Focus on Total Well-Being

With individual total well-being in mind, **eni's** NexGenEAP caters to employees' needs in the most beneficial and appropriate ways. Eligible employees and their family members have round-the-clock access to all comprehensive program services via a dedicated toll-free number and an integrated mobile platform. Ultimately, **eni's** NexGenEAP is a comprehensive offering that increases productivity by connecting employees with the tools they need to become healthier and more engaged members of your workforce.

Utilizing the 10 forms of well-being outlined below, **eni** provides resources, research, and guidance to support employees and their family members:

10 Forms of Well-Being:

- Clinical
- Emotional
- Social
- Spiritual
- Fitness
- Nutrition
- Stress Management
- Lifestyle and Balance
- Financial & Legal
- Rest and Recovery

Critical Incident Stress Debriefings and Organizational Training via Web conference are also available to provide additional support to City of Kingsport, TN and your employees.

- Acknowledging the wide breadth and depth of individuals' well-being needs allows City of Kingsport, TN to connect employees with the care they need, minimizing administrative burden and risk.

Short-Term Mental Health Counseling

eni's confidential Customer Service Center is staffed with professionals who will assist with issues and challenges employees and their family members may be facing.

Confidential Assistance and Short-term Counseling

Features:

- **24/7/365 Access to the EAP** – Access is available any time via a dedicated, confidential 800-number, an integrated web and mobile platform, and text messaging service, allowing employees to seek assistance whenever and however it is most convenient for them.
- **Assistance for Any Concern** – eni's EAP can assist employees and their family members with a variety of issues, including but not limited to:
 - Depression and other behavioral health concerns
 - Family and relationship concerns
 - Grief counseling and medical illness anxiety
 - Concerns related to substance abuse
 - Managing stress and anxiety
- **Immediate Assessment** - eni's proprietary intake process is structured to immediately assess and refer employees and their family members to the most appropriate resource, allowing them to efficiently and effectively deal with life events and challenges while remaining productive at the workplace.
- **Individual Guidance** – Continuity of care is conducted by one Intake Specialist from initial contact to follow-up, ensuring accuracy of information and access to assistance.
- **Client-Focused Referrals** – Intake Specialists refer employees to a provider based upon location and therapeutic appropriateness to ensure every individual receives the appropriate level of care.
- **Confidential Assistance** – eni is HIPAA compliant and all contact with the EAP is handled with utmost confidentiality adhering to professional guidelines.
 - Employee information is only provided in accordance with specific legal guidelines to a third-party. Guidelines are as follows: a Request for Information form must be signed by the employee and on file with eni. The only other acceptable release of information is if the caller is assessed as being a danger to themselves or someone else.
- **Pre-Paid Sessions** – Employees and their family members are more likely to access the EAP benefit once it is provided free of charge by their employer.
 - All eligible individuals have access to the number of counseling sessions determined by the employer, options are **a maximum of three (3) or six (6) short-term counseling sessions per each distinct issue for an unlimited number of issues per year.**

- **Highly Qualified Professionals** – Employees and their family members can be confident that all calls are handled by highly qualified master’s level Mental Health Professionals with at least a minimum of 5 years’ experience.

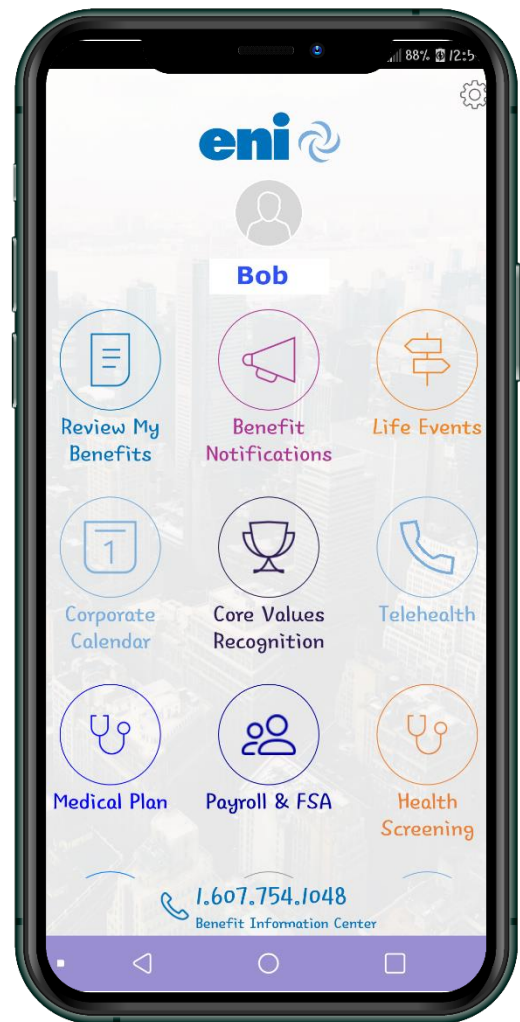
Integrated Mobile Platform

eni’s NexGenEAP fully integrates comprehensive emotional, financial, and physical wellness services into a user-friendly mobile platform that can be accessed on any device. The web portal and mobile app allow employees and their family members to make efficient use of their time during and after work from a computer, tablet, or phone.

Assistance and Access from Anywhere at Anytime

Features:

- **Round-the-Clock Access** – Employees and their family members can access resources and submit requests whenever and wherever it is most convenient, ensuring a consistent and user-friendly experience every time.
- **Request Management** – Users can submit concierge, financial, legal, health advocacy, and wellness requests quickly and easily. Employees and their family members can also begin the counseling intake process from their phone via text messaging, or from the mobile app or web portal.
- **Life Event Connectivity** – Program benefits and services are arranged by the specific events and challenges that an employee or their family member may be facing.
- **Integrated Benefits** – All program benefits are synergistically integrated into the easy-to-use mobile app and web portal.
- **Wellness Resources** – Employees and their family members can conveniently access resource materials on topics ranging from financial wellness to personal development.
- **Notifications and Updates** – Push notifications educate employees and their family members on available services and how these services can support current life events.



- **Discounts** – A partnership with Working Advantage connects employees and their family members with discounts on products and services with a single sign-on through the web-portal.
- **E-Learning** – An extensive learning library of hundreds of courses connects employees with compliance and professional development education. These courses may be accessed by individuals for personal development or assigned by HR to meet compliance requirements.

Certified Coaches

eni's NexGen EAP now includes eni's newest innovation, 100% barrier-free access to certified coaches. This fully virtual coaching component includes self-scheduling tools.

These tools provide the member with their own calendar to view availability with coaches by specialty, or other criteria that may be important to the member depending on whatever life event they are experiencing. When it is time for the member's session, they join right in the app or through the web portal.

- Specialties include relationships, career, life, grief, love & sex, wellness, mental health and more.
- Proven to enhance self-awareness and lower stress levels.
- Benefit from improved communication skills, time management, and decision making.
- Empower yourself to overcome self-doubt, negative thoughts and eliminate your fears.

Virtual Concierge Services

eni's Virtual Concierge Services will assist employees and their family members in accomplishing more outside of work, thus helping to reduce workday distractions and interruptions.

Employees and their family members have **unlimited access** to research on virtually any topic, from identifying the best product to purchase to locating a math tutor. eni's specialists provide in-depth research on a variety of topics, allowing employees to focus on work and personal relationships.

Save Time and Minimize Stress

Features:

- **Concierge Services** - Specialists can provide resources for local pet care, entertainment, and automotive care, just to name a few examples, saving employees and their family members time and energy.
- **Renter Resources** – Employees and their family members can request research on topics ranging from locating a rental property to understanding local landlord-tenant laws.
- **Simplified Travel Planning** - Vacation/travel planning and event coordination research are the top services requested by most individuals.
- **Parental Resources** - Employees and their family members have access to valuable information that can minimize family care burdens, such as back-up care options, tutoring services, babysitters, and immunization information, as well as assistance programs and financial aid.

Financial Resources and Legal Support

Employee Assistance Programs assist individuals with complex issues that cause conflict at work and home. In today's tumultuous economy, with loan debt and default on the rise, many individuals are struggling with issues related to financial worry or legal stress. These concerns can gravely affect an individual's mental health and productivity.

To assist your employees and their family members with these concerns, **eni** provides a wide range of services to minimize anxiety and build financial and legal wellness.

Manage Stress with Legal and Financial Assistance

Features:

- **Free Consultations** – Employees and their family members have access to **90-minute for Financial, no-cost, telephonic consultations with a Financial advisor and 30-minute for Legal, no-cost, telephonic or face-to-face consultations with a Legal advisor** for each distinct issue, and a **60 minute, no-cost consultation for Identity Theft**.
 - Legal issue topics include civil, consumer, criminal, immigration, real estate, landlord/tenant, bankruptcy, and motor vehicle. Services cannot be used against **eni** or your organization.
 - Financial matters include credit counseling, debt management, pre- & post-bankruptcy, housing counseling, student loan counseling.
- **Emergency Legal Services** – Employees and their family members can contact an attorney through the toll-free EAP number.
- **Low-Cost Continued Assistance** – Discounts are available for additional services.
- **Legal and Financial Resources** - Calculators, guides, state-specific fillable legal forms, and a legal library are available via the mobile platform.

Health Advocacy Services

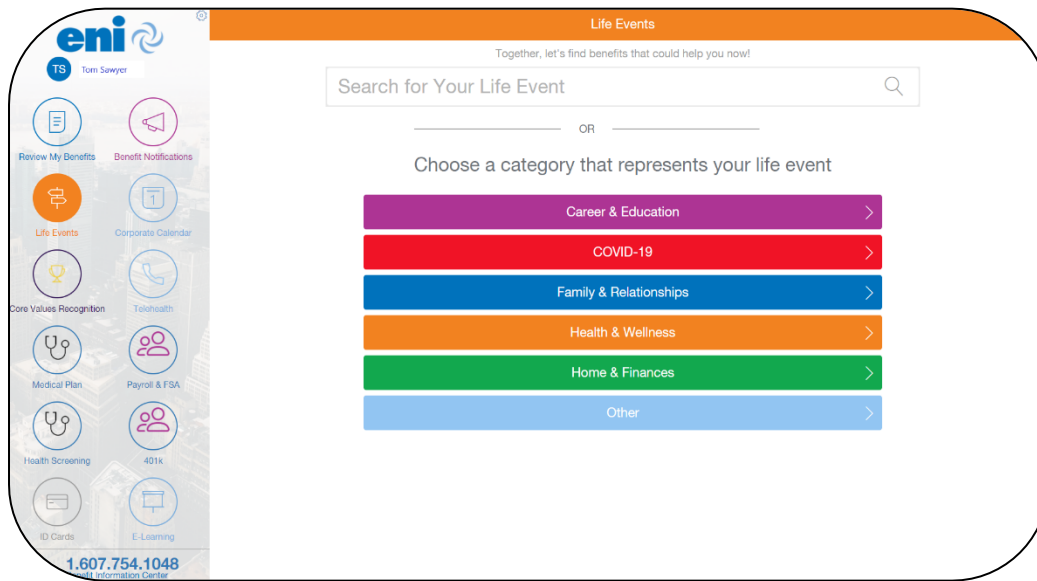
Throughout our 35+ years of experience supporting employees across all industries, **eni** has found that most individuals are unaware of the depth and breadth of their healthcare plan. To fill this gap, the NexGenEAP provides **unlimited use** of comprehensive Health Advocacy support.

Research demonstrates that it takes an employee approximately 4 hours during the workday to resolve a health insurance issue, ultimately affecting your bottom line. With an average call time of approximately 15 minutes and a first call resolution rate of 80%, our Care Guides quickly and efficiently assist employees and minimize productivity loss.

Manage Benefit Issues Quickly and Easily

Features:

- **Healthcare Navigation** - Care Guides provide answers to questions, explain the full scope of their healthcare benefit, locate prescription drug costs, and offer coverage verification.
 - Employees and family members may request health insurance clarification and assistance with ID Card Replacement.
- **Healthcare Provider Search** - Care Guides locate in-network providers and identify costs for out-of-network providers and procedures.
- **Healthcare Billing Assistance** - Employees and family members may contact **eni** to request assistance with bills and claims.
 - Care Guides explain out-of-pocket expenses, coordinate claims grievance, and submit documentation throughout the appeals process.

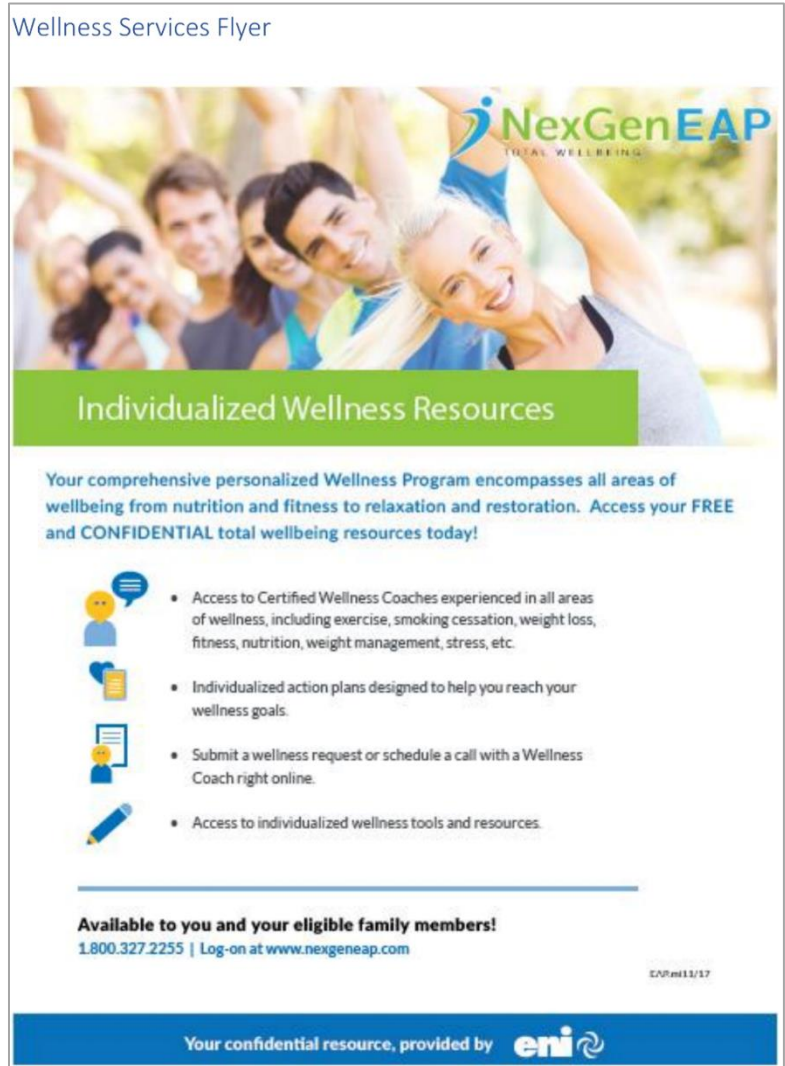


Individualized Total Wellness Support

Personal challenges are typically not isolated to one issue. As one example, individuals seeking counseling for depression may also be struggling with budgeting or weight loss. **eni's** NexGenEAP offers **unlimited use** of an expansive wellness program that synergistically connects with all traditional aspects of the EAP to provide a total well-being offering.

Support for Total Employee Well-Being Features:

- **Wellness Coaching** – Employees and their family members have access to calls with a Certified Health Coach to create individual action plans to guide them toward reaching their goals.
- **Wellness Referrals** - Employees and their family members may request referrals to locate facilities, programs, and specialists.
 - Referrals may include local nutritionists, gyms, yoga, studios, spinning and/or Zumba classes, Weight Watchers groups, and more.
- **Fitness and Lifestyle Research** - **eni** will perform research on behalf of the employee and their family members to locate fitness and lifestyle topics, reviews, and recommendations.
 - Employees may request assistance with locating information on diets, procedures, supplements, ergonomics, focus, fitness hacks, and workout ideas.
- **Nutrition Tips and Tools** – To save an individual’s time and energy, **eni** will research recipes, online tools, and subscriptions that relate to the individual’s needs and goals.
 - **eni** will locate online tools that may benefit the individual and improve exercise techniques, time management, financial wellness, and physical performance.



- Employees and their family members may request tips and information on identifying and eliminating poor habits, improving air quality, creating a workout schedule, or developing meal plans with dietary restrictions.
- **Financial Well-Being Resources** – Financial wellness is attainable, but many individuals may need guidance to understand and manage their finances.
 - Specialists are available 24/7 to locate tools and resources, such as apps, classes, subscriptions, videos, and community services to assist individuals with building financial strength.

Entertainment Discounts

eni partners with Working Advantage to provide a unique benefit that offers convenient access to hundreds of offers for theme parks, hotels, sporting events, shows, and shopping discounts. SaveAround delivers access to localized discounts on dining, retail, travel, recreation, and more. Additional information and pricing on SaveAround are available upon request.

eLearning

Leadership and employees have 24/7 access to hundreds of interactive courses via the NexGen web portal or mobile application at no cost to them. Course categories include workplace safety, harassment, compliance and legal, and customer service. For each course there is a description, outline, list of objectives, and an estimated time of completion. Once the entire course is completed, participants will earn a certificate. Courses are updated regularly to reflect the latest changes in legislation and/or industries to ensure that the content is always relevant and accurate.

Mindfulness Training

NexGenEAP offers Mindfulness Training to support employees and their family members in building the mental resilience, cognitive skills, and emotional management tools to navigate today's challenging world. Mindfulness Training includes quarterly recorded masterclasses on mental wellness and a content library full of educational videos and exercises for the mind. These resources are accessible through the NexGenEAP portal and available via mobile app and desktop.

International & Translation Services

eni is able to provide assistance to individuals in more than 230 languages. Examples of these languages are Spanish, Mandarin, French and French Canadian, Tamil, Swedish, and Danish. When an individual contacts the EAP line speaking a language other than English, a translator is brought into the conversation, allowing a flow of conversation between the individual and the Intake Specialist, and ensuring confidentiality of the information shared during the initial and subsequent calls. International sessions are telephonic and available for eligible employees and their immediate family members.

Health-Care Provider Referral & Continuity of Care

In the event an employee or their family member needs additional sessions after exhausting the EAP, **eni** (in cooperation with the employee) will assist the individual in verifying insurance coverage with their insurance plan to identify any existing provider or service limitations prior to providing a referral to a specific provider.

NexGen EAP is designed for short-term care. If a provider recognizes that after initial visits that an individual needs long-term care, they will notify **eni** of the prognosis. Our Health Advocate will work to identify potential facilities, providers, and resources that are therapeutically appropriate for the individual. Once the providers or facilities are shortlisted, our Health Advocate will then work with the individual to ensure that the resources are accepted by their insurance, find out co-pay amounts, and assist with paperwork to initiate long-term care.

Confidentiality

eni is dedicated to ensuring that each individual's data is managed confidentially and securely. Utilizing multiple layers of data encryption, position-based permissions, and HIPAA-compliant processes and procedures, **eni** takes pride in our security levels which outpace many other employee solution providers. These security processes are implemented and monitored by a team of highly skilled Information Technology specialists focused on providing the most user-friendly, secure support solution to all your employees and their family members.

Network Coverage

eni has a well-established counseling network of over 42,000 mental health counselors across the US. Once an RFP is received, the RFP Team sends the Geographic locations and zip codes of an organization to our Network Management Team. The Network Management Team conducts a network search to review coverage and to establish additional counseling coverage if necessary.

HR Support and Training

Today's Human Resource Professionals are juggling more than ever before. As the competition for talent increases due to retirement and a culture of job-shifting, talent acquisition and retention have become a primary focus for most employers. Today, HR Specialists are tasked with attracting, educating, and supporting talent across all generations, ages, stages, and locations.

HR professionals are facing more tasks than ever before, from managing benefit administration and education to handling concerns that affect productivity, such as opioid addiction, sexual harassment, or personal issues. **eni** understands these unique challenges and, through the NexGenEAP, supports Human Resource Specialists in addressing them.

Minimize Burdens and Maximize Productivity

Features:

- **Risk Management** – Human Resource Professionals are encouraged to contact the EAP to receive guidance on how to address a variety of employee issues that are impacting the workforce, thus helping to mitigate risks to their organization.
 - Employees who feel they are valued, and their issues are being addressed are more likely to be productive members of the workforce.
- **Digital Program Management** – HRDirect is the NexGenEAP's HR web portal, which is complete with learning tools, benefit information storage, an HR-focused newsfeed, and Service Report generation.

Organizational Training

The **eni** Corporate Training department offers innovative, challenging, and leading-edge training on a variety of workplace issues. Conducted both in-person and via web conference, **eni**'s trainings offer insight, skills, and tools for professional, managerial, and organizational improvement and development. A training catalogue outlining numerous trainings is available; in addition, specific trainings can be created and customized at City of Kingsport, TN's request. City of Kingsport, TN has access to **1 hour of Corporate Training Sessions per contract year** at no additional cost.

eni also provides employee and supervisory orientations onsite or via web conference at your organization's convenience, at no charge. These orientations provide an overview of the full EAP benefit and explain how to utilize and access its services. Employee and Supervisory EAP Orientations are unlimited throughout the life of the contract.

Onsite Trauma Response

With over three decades of experience supporting clients during emergency situations, **eni** assists you and your employees to proactively cope with critical issues that may affect employee morale and productivity.

eni's Critical Incident Stress Debriefing (CISD) Coordinator works closely with our point of contact at your organization and our providers to schedule the CISD in an expedited manner and ensure all employees receive the highest level of care.

To fully support City of Kingsport, TN and your employees, **eni** will provide **1 hour of CISDs per year at no additional cost**. Additional hours are billed at the rate outlined in the included fee schedule.

Efficient Responses to Critical Incident Needs

Features:

- **Immediate Response available 24/7/365** – Our crisis response protocol allows us to respond to traumatic incidents quickly and efficiently by providing on-site CISDs within an average of **24 hours**.
 - Since most providers within **eni**'s network are available outside of traditional "office hours," we can select the most appropriate clinician to accommodate your request.
- **Highly Qualified Clinicians** - Therapeutically appropriate counselors are available to ease the stress and anxiety customary in emergencies.
 - In partnership with you, we assess the needs of your organization and determine the most appropriate level of response to meet the needs of your employees.
- **Positive Feedback** – **eni** consistently receives 100% positive feedback with respect to CISD services.

DOT-SAP Services

eni maintains a qualified Substance Abuse Professional (SAP) in good standing on our clinical team. This person operates as the internal point of contact for the coordination of all DOT-SAP referrals. **eni** has provided DOT-SAP services for many employers including municipalities, school systems, governmental entities, transportation, and utility management. When an employee tests positive for illegal substances, **eni**'s SAP will manage the mandate and provide updates on the employee's progress. Updates will only be provided to the authorized contact if a signed ROI is on file.

- DOT-SAP services, at a per case rate, provided by an on-staff, credentialed Substance Abuse Professional.
- When an employee tests positive for illegal substances, **eni**'s SAP will manage the mandate and provide updates on the employees' progress.
- Highly qualified, licensed clinicians have been individually recruited and credentialed by **eni**'s Provider Network Team.

Mediation Services

Mediation Services are available to resolve conflicts between employees. These services are accessed in the same manner as the EAP, with sessions scheduled within 3 days and taking place within 1 week of the initial call.

Bree Health

eni's newest innovation is a barrier-free mental wellness benefit, Bree Health. This offering combines four decades of employee mental health experience with the smartest and most innovative healthcare and life event technology available at no additional cost.

- Barrier-free access to mental health professionals and life coaches via phone, video, web, text, and chat
- An ever-expanding library of over 5,000 Personal, Self-Guided Mental Health tools and resources, such as clinical and well-being assessments and courses
- AI supported custom Pathway recommendations based on the user's actual life events
- Personalized support for the entire spectrum of life's challenges

Promotional Activities

An EAP is only as successful as its utilization. Through a variety of employee-focused, well-developed promotional campaigns, **eni** creates ongoing awareness of the EAP benefit. This deliberate promotional effort results in a higher-than-average national EAP utilization rate.

A Customized Approach to Promotions

Features:

- **Materials** – **eni** provides digital copies of promotions created to target employee’s needs, such as:
 - Posters
 - Member Guides
 - Monthly newsletters
 - Flyers Promoting Specific Benefit Components
- **Orientations** – **eni’s** Customer Relations staff will conduct orientation sessions for employees and supervisors.
 - These sessions introduce the benefit components, outline what to expect when contacting the EAP, and highlight the value of this valuable, pre-paid, confidential benefit.

Mindfulness Training Flyer

NexGenEAP
TOTAL WELLBEING

SELF BY DESIGN

Mindfulness Training for greater awareness, stronger resilience, and higher mental well-being.

Mindfulness Training is now included in your NexGen EAP program, making it a truly holistic EAP supporting all areas of wellness including mental, emotional, spiritual, and physical.

To support you in building the mental resilience, cognitive skills, and emotional management tools to navigate today's challenging world, our Mindfulness Training includes quarterly live masterclasses on mental wellness/mindfulness and a video content library full of educational videos and exercises for the mind. All of these resources are accessible through the NexGen EAP portal and available via mobile app and desktop.

1.800.327.2255 | Log-on at www.nexgeneap.com | Mobile app: NexGenEAP

Your confidential resource, provided by **eni**

April 2021

TOTAL WELLBEING NEWSLETTER

eni APR 2021

RETURNING TO THE WORKPLACE? HOW TO EASE BACK IN

By Nick DeGianna at enl.com

COVID-19 restrictions saw a large percentage of the workforce quickly transition to working from home. In the months since, many people have come to appreciate the benefits of flexible working, including improved productivity, work-life balance and perceived safety.

These professionals have become so comfortable with working from home that, according to findings in our recently released *Hybrid Workforce Report*, over half of those who are currently working remotely feel anxious about returning to the workplace.

However, with restrictions lifting and many regions virtually eliminating COVID-19, employers are formulating plans for a safe return to the office as they look to regain some sense of "normalcy."

So, if your employer is starting to call staff back into the office, whether permanently or in a hybrid working arrangement, here are our tips for easing back into office working.

1. Assess your working style

Firstly, take some time to understand if the post-COVID-19 workplace will suit your working style. While unlikely to see the same level of pre-pandemic flexibility (at least at work, with in-person meetings and conversations limited due to staggered start and finish times and continuing physical distancing measures). So, if you are someone who requires in-person interactions to perform at your best, adapt your working style now so that your motivation, energy and output still remain high in today's office environment.

2. Don't judge yourself

It's okay to feel anxious or uncertain about returning to the workplace. Or perhaps you have enjoyed the greater freedom and work-life balance of remote working and feel sad about losing those benefits. Take note of your feelings, understand them and accept them. Once you accept how you are feeling right now, consider how you can move your mindset forward – and what changes you can implement to help improve yourself mentally for your return to the workplace. For example, do you need to rebook children into before school care, plan your commute or find a new time for your daily walk? Or do you need to retest yourself that it's fine to feel uncomfortable with change at first and that wanting to adapt to change at work can take time?

3. Consider a flexible transition

Most employers are offering a slow transition back to the workplace. There is an understanding that those employees who have enjoyed working from home need to shift their mindset back into office-based working, which can take time.

Many employers are also implementing a hybrid working model, where staff work some days in the office and others from home. For many employees, this offers the ideal transition as it provides the flexibility to balance office and home working, which allows you to slowly and steadily readjust with the office.

4. Take care of your mental health

If you feel a high level of anxiety and stress at the thought of returning to the office, prioritise your mental health and wellbeing during this transition. Remember the foundations of good mental health and wellbeing at work: set a routine, switch off from work at the end of each day, sleep well, exercise, take regular breaks at work, spend some time by yourself and back out for the morning light.

5. Restore office rituals

Take a moment to consider what you have missed about office life. Perhaps, for example, you've missed your favourite coffee shop, meeting a friend for lunch, casual conversations with colleagues or celebratory team successes after work. Re-establishing such elements of your former office life will help you feel comfortable back in the workplace and restore a sense of normality to your working week.

For more information or advice, contact **eni** online at: www.eniweb.com

April's Book Recommendation

Cognitive Behavioral Therapy Made Simple

by **eni's** author

This book takes the concept of mindfulness to the next level with its 10 strategies for improving individuals' mental health. Author Seth J. Gilliam, Ph.D., focuses on effective tools—like identifying negative thoughts—that allow individuals to find relief from their anxiety and depression. While each tool is thoroughly backed with research, the book serves as an easy-to-read manual full of small, simple steps that lead to success.

Cognitive Health & Wellbeing with Self By Design

Integrated into the NexGen EAP Mobile App

Integrated into our NexGen EAP mobile app, **Self By Design** is a member app created to support you in becoming the best version of yourself. Rooted in neuroscience and psychology, this app was designed to help you inspired and motivated to work towards your wellness goals with curated collections of inspirational quotes, affirmations, and the ability to create your own powerful visual reminders to keep you on track.

Advantages for City of Kingsport, TN

eni's NexGen EAPs connects employees and their family members with the assistance they need when they need it most. This will improve employee morale, increase focus, increase retention, and help to minimize workplace incidents. The NexGen EAP's integrated approach to employee well-being demonstrates to employees that they are valued by your organization, which will positively impact your bottom line.

Unique Benefits:

- **Innovative and Synergistic** – Proprietary administrative, HR, and employee-facing software solutions connect employees with resources and assistance for challenges they may be facing.
 - Whether employees call for assistance or submit a request via the integrated mobile platform, all services connect to provide the most appropriate and personalized solution.
 - **“Wow” Customer Service** – The highest level of customer service is the foundation of eni's NexGen EAP and is exemplified with each employee request.
 - **Unrestricted Attentiveness & Unlimited Assistance** – Specialists spend as much time with each caller as necessary, guaranteeing quality assistance with a minimized wait time. In addition, there is no limit on number of calls or requests.
 - **Flexible and Personalized** – The NexGen EAP is fully customized, offering resources and plans aimed at each employee's specific needs and offering 24/7 access to all the services available to improve employees' overall well-being.
 - **Improved Retention** – Studies demonstrate that employees with customized benefits aimed at meeting their needs have an increased loyalty to their employer. The NexGen EAP's integrated and customized solution is aimed at increasing retention.
 - **Increased Productivity & Engagement** – Providing employees with the NexGen EAP's holistic components assists with increasing talent acquisition efforts, maximizing productivity, minimizing healthcare premiums, and reducing absenteeism.
 - **Minimized Incidents** – The NexGen EAP empowers you to effectively address today's most pressing HR issues which may include sexual harassment, workplace violence, and the opioid crisis.
 - **Total Employee Well-Being** – The NexGen EAP assist employees with setting and achieving their emotional, physical, and financial wellness goals.
- Empowering employees to take control of their health and well-being allows City of Kingsport, TN to bolster workforce safety, productivity, and satisfaction, ultimately improving employee engagement and retention.

City of Kingsport, TN NexGen Program Features & Fees

PROGRAM FEATURES & FEES	
Short-Term Mental Health Counseling (Up to 3 or 6 sessions of Face-to-Face, Online, or Telephonic Sessions per issue, per employee, per year, with an unlimited number of issues) or (Up to 3 or 6 sessions of Online or Telephonic Sessions per issue, per employee, per year, with an unlimited number of issues)	✓
Virtual Concierge Services (unlimited use)	✓
Legal Support (30 mins/issue/year, with an unlimited number of issues)	✓
Financial Support (90 mins/issue/year, with an unlimited number of issues)	✓
Health Advocacy Services (unlimited use)	✓
Wellness Resources & Coaching (unlimited use)	✓
Entertainment Discounts	✓
E-Learning	✓
Self By Design Mindfulness Training	✓
HR Support and Education	✓
Full Promotional Campaign	✓
Mobile App & Web Portal	✓
PEPM Cost for Eligible Employees: 3 sessions	\$1.54
6 sessions	\$1.63
Annual Investment for 700 Employees: 3 sessions	\$12,936
6 sessions	\$13.692

2-year rate guarantee.

**Additional Services continued on the next page. **

Optional Services	Fees
Trauma Response (CISDs) (24/7/365 access to onsite critical incident response services)	1 Hours included Additional hours billed at \$375/hour
Organizational Training Sessions (Organizational or professional trainings delivered via in-person or webinar)	1 Hour included Additional hours billed at \$375/hour
DOT-SAP Management (Substance Abuse Professional referral and case management services)	\$850/case
Mediation Services (Conflict resolution sessions scheduled through EAP within a week of initial call)	\$350/hour
Bree Health	\$2.50 PEPM



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply for and Accept a Section 5307 Operations and Capital Grant from the Federal Transit Administration and United States Department of Transportation for FY 2024-2025

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

Action Form No.: AF-232-2024
 Work Session: August 19, 2024
 First Reading: N/A
 Final Adoption: August 20, 2024
 Staff Work By: Candace Sherer
 Presentation By: Candace Sherer

Recommendation:
 Approve the Resolution.

Executive Summary:
 Annually, the Board of Mayor and Aldermen is required to approve a resolution authorizing the filing of an application with the U.S. Department of Transportation under the Urban Mass Transportation Act of 1964, as amended. These funds are utilized for the annual operation of fixed-route bus and Paratransit services. All sources of funding were included in the approved FY 2024-2025 budget for the City of Kingsport.

Funding Use	Local	State	Federal	Total
Capital Assistance: Preventive Maintenance	15,800	15,800	126,400	158,000
Transit Center & Garage Concrete Sealant	12,500	12,500	100,000	125,000
Subtotal Capital	28,300	28,300	226,400	283,000
Operating Assistance: Operation of Transit Services	307,150	577,150	884,300	1,768,600
Estimated Fare Revenues	15,000	15,000	30,000	60,000
Subtotal Operating	322,150	592,150	914,300	1,828,600
TOTAL CAPITAL\OPERATING	350,450	620,450	1,140,700	2,111,600

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

Attachments:

- 1. Resolution

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

Item X16.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SECTION 5307 CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATIONS FOR TRANSIT VEHICLES FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, the city, through the Kingsport Area Transit Service (KATS), would like to apply for a Federal Transit Administration (FTA) Section 5307 Capital Grant to fund the annual operation of a fixed route bus and ADA Paratransit service; and

WHEREAS, the grant is in the total amount of \$158,000.00, and requires \$15,800.00 in local match, and the funding to fulfill the local match was allotted in the city's FY 25 budget.

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 Federal Transit Administration's (FTA) Section 5307 funds for the annual operation of a fixed route bus and ADA Paratransit service, in the amount of \$158,000.00, and requires \$15,800.00 in local match.

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 20th day of August, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Approve a Sublease Between the Kingsport Economic Development Board and the City of Kingsport for Space at the Fort Henry Mall

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

Action Form No.: AF-245-2024
Work Session: August 19, 2024
First Reading: N/A
Final Adoption: August 20, 2024
Staff Work By: Committee
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will enter into a sublease with the Kingsport Economic Development Board (KEDB) to lease suites 120, 122, and 123 at the Fort Henry Mall located at 2101 Fort Henry Drive.

The Kingsport Public Library (KPL) is anticipating bidding the library renovation project in Q4 of 2024 and anticipates operating from the Fort Henry Mall beginning in Q4 of 2024 or Q1 of 2025. KPL's timeline for operating from the mall is dependent upon contractor and moving company availability. KEDB approved a lease with Hull Properties for suites 120, 122, and 123, approximately 15,521 sqft, during their regularly scheduled meeting on August 6th. KEDB is subleasing this property to the City of Kingsport to be occupied by KPL.

The sublease terms are for a period of twenty-four months. There is not a lease payment during this period, but KPL is responsible to pay for utilities, maintenance, and general maintenance of the occupied space.

The sublease includes up to \$200,000 for KEDB to make necessary improvements to make the space suitable for KPL purposes.

Funding is identified in GP2300.

Attachments:

- 1. Resolution
- 2. Layout

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUBLEASE AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD FOR THE CITY OF KINGSPORT, TENNESSEE FOR SPACE AT THE FORT HENRY MALL FOR THE KINGSPORT PUBLIC LIBRARY AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBLEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Kingsport Public Library in in need of an alternative space in anticipation of planned renovations expected to commence in late 2024 or early 2025 which will require closure of the building during the renovations; and

WHEREAS, the Industrial Development Board for the city of Kingsport, Tennessee (KEDB), was able to assist in the search for an alternative space for the library and entered into a lease for space at the Fort Henry Mall with the Hull Development Group at its regularly scheduled meeting on August 6, 2024; and

WHEREAS, the City of Kingsport as the actual occupant must enter into a sublease with KEDB to lease suites 120, 122, and 123 at the Fort Henry Mall located at 2101 Fort Henry Drive; and

WHEREAS, the terms are for a period of twenty-four months, and the Kingsport Public Library is responsible to pay for utilities, maintenance, and general maintenance of the occupied space; and

WHEREAS, pursuant to the sublease the city will provide up to \$200,000 for KEDB to make necessary improvements to make the space suitable for the library's needs; and

WHEREAS, funding is identified in GP2300.

Now therefore,

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

SECTION I. That a sublease agreement with the Industrial Development Board for the city of Kingsport, Tennessee (KEDB) for space for the Kingsport Public Library at the Fort Henry Mall, 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 sublease agreement with KEDB for space for the Kingsport Public Library at the Fort Henry Mall, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 20th day of August, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FOR LEASING INFORMATION
CALL: 706.434.1700

FORT HENRY MALL

Kingsport, Tennessee

LOWER LEVEL



MALL GLA	
BELK	101,547 SF
AVAILABLE	87,623 SF
DUNHAM'S	48,387 SF
NCG CINEMA	28,911 SF
TOTAL ANCHORS	266,468 SF
SMALL SHOPS - LOWER	91,885 SF
SMALL SHOPS - UPPER	74,822 SF
TOTAL MALL GLA	433,175 SF

*LANDLORD RESERVES THE RIGHT TO CHANGE THE CONFIGURATION OF THE STORES TO INCLUDE CHANGING BAYS SHOWN AS STORAGE, MALL OFFICES, SECURITY, "DEMO," COMMUNITY ROOM, ETC. AND SHEETROCKED BAYS COVERED WITH TV'S AND/OR HISTORICAL PHOTOGRAPHS TO LEASED BAYS AND REPLACE LEASED BAYS WITH OFFICES FOR SECURITY, COMMUNITY ROOM, MALL OFFICES, "DEMO" AND STORAGE, ETC. AND SHEETROCKED BAYS COVERED WITH TV'S AND/OR HISTORICAL PHOTOGRAPHS. (THE SHEETROCKED BAYS COVERED WITH TV'S AND/OR HISTORICAL PHOTOGRAPHS SHALL NOT BE INCLUDED IN THE CO-TENANCY CALCULATION OR THE CTI CALCULATION.)

02.14.2022

Item X17.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 Capital Grant from the Federal Transit Administration (FTA) for Transit Vehicles from the United States Department of Transportation

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

Action Form No.: AF-239-2024
 Work Session: August 19, 2024
 First Reading: N/A
 Final Adoption: August 20, 2024
 Staff Work By: Candace Sherer
 Presentation By: Candace Sherer

Recommendation:
 Approve the Resolution.

Executive Summary:
 The Kingsport Area Transit Service (KATS) receives Federal and State funding for capital activities. KATS will utilize the Federal Transit Administration’s (FTA) Section 5339 funding source to replace three accessible transit vehicles. FTA will match up to 85% of the ADA accessible vehicle purchases. Funding to fulfill the local match was allotted in the City of Kingsport FY25 budget.

FTA Section 5307 Capital	Local	State	Federal	Total
Bus Replacement (85%) Federal; (7.5%) Local; (7.5%) State	\$25,950	\$25,950	\$294,100	\$346,000

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 SECTION 5339 CAPITAL GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, Kingsport Area Transit Service (KATS) receives federal and state funding for capital activities from the Federal Transit Administration (FTA); and

WHEREAS, city is eligible to apply for the FTA Section 5339 funding grants in the total amount of \$346,000.00 to purchase three ADA accessible transit vehicles; and

WHEREAS, \$25,950.00 local match is allotted in the City of Kingsport FY25 budget.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Section 5339 Capital Grant funds in the amount of \$346,000.00 from the Federal Transit Administration, which includes \$25,950.00 local match to purchase three transit vehicles for Kingsport Area Transit Service.

SECTION II. 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 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 20th day of August 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Item X18.

RODNEY B. ROWLETT, III, CITY ATTORNEY

Item X18.



AGENDA ACTION FORM

Consideration of a Resolution to Approve the Public Declaration Letter to the Federal Aviation Association for Drone Use by City Departments

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

Action Form No.: AF-241-2024
Work Session: August 19, 2024
First Reading: NA
Final Adoption: August 20, 2024
Staff Work By: IT Operations
Presentation By: Floyd Bailey

Recommendation:

Approve the Resolution.

Executive Summary:

The Federal Aviation Administration (FAA) mandates that a public declaration of this intention be submitted and authorized by the Board of Mayor and Aldermen. This step is essential to ensure compliance with federal regulations and to formalize the city’s use of drones for the outlined purposes.

1. **Inspection and Maintenance of Public Infrastructure**
2. **Inspection and Maintenance of City Fiber Networks and Communication Towers**
3. **Firefighting Efforts**
4. **Search and Rescue Operations**
5. **Mandatory Code Inspections of Construction Projects**
6. **Law Enforcement Purposes**

The city aims to enhance its operational efficiency and public service capabilities by integrating unmanned aircraft systems (UAS), commonly known as drones, into its governmental functions. These drones will serve various departments, addressing specific needs and activities to improve service delivery, safety, and infrastructure management.

Attachments:

1. Resolution
2. Letter to the FAA

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A PUBLIC DECLARATION LETTER SEEKING A CERTIFICATE OF WAIVER/ AUTHORIZATION OF UNMANNED AIRCRAFT AS A PUBLIC AIRCRAFT OPERATOR FOR PURPOSES OF CERTAIN GOVERNMENT FUNCTIONS AS DEFINED IN 49 U.S.C. § 40125 AND AUTHORIZING EXECUTION OF ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city is constantly evaluating the best possible ways to assist its residents and surrounding communities and provide top class services; and

WHEREAS, the City of Kingsport has determined that the operation of unmanned aircrafts will significantly enhance its ability to provide timely and effective services such as inspection and maintenance of public infrastructure, inspection and maintenance of city fiber network and communication towers, firefighting efforts, search and rescue operations, law enforcement purposes to the extent permitted by Tennessee law, as well as mandatory code inspections of construction projects; and

WHEREAS, Public Aircraft Operations (PAOs) are limited by federal law to certain government operations within U.S. airspace, and although these operations must continue to comply with certain general operating rules, including those applicable to all aircraft in the National Airspace System (NAS), other civil certification and safety oversight regulations do not apply to these operations; and

WHEREAS, 49 U.S.C. § 40102(a)(41) provides the definition of "public aircraft" and 49 U.S.C. § 40125 provides the qualifications for public aircraft status, and these statutory provisions provide the legal basis for operation of public aircraft in the United States; and,

WHEREAS, in order to receive a Certificate of Waiver/Authorization of Unmanned Aircrafts as a Public Aircraft Operator, the city must submit a Public Declaration Letter executed by legal counsel that it is qualified to operate as a Public Aircraft Operator and that it is operating unmanned aircrafts for a noncommercial purpose and in compliance with the applicable statutes and regulations; and,

WHEREAS, the city desires to submit a Public Declaration Letter to the Federal Aviation Administration to recognized as a Public Aircraft Operator and receive a FAA Certificate of Waiver/Authorization.

Now therefore,

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

SECTION I. That the board authorizes and directs the city attorney to execute and submit a Public Declaration Letter to the Federal Aviation Administration in order to receive an FAA Certificate of Waiver/Authorization to operate as a Public Aircraft Operator;

SECTION II. That the mayor or designee, in consultation with the city attorney, is authorized to execute any other documents necessary and proper for City to obtain Public Aircraft Operator certification or to effectuate the purpose of 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 20th day of August 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Office of the City Attorney

August 6, 2024

Federal Aviation Administration
Attn: Air Traffic Manager
Unmanned Aircraft Tactical Operations, AJV-115
800 Independence Avenue, SW
Washington, DC 20591

**RE: Public Declaration Letter in Support of Request for
Certification of Waiver/Authorization for the
City of Kingsport**

Dear: Sir or Madam:

As the City Attorney for the City of Kingsport I hereby submit this public declaration letter in support of the City of Kingsport's request for a Certification of Waiver/Authorization to become a public unmanned aircraft operator.

The City of Kingsport, Tennessee is a municipal corporation chartered by a Private Act of the Tennessee General Assembly, specifically Chapter 76 of the Private Acts of 1917. As such the City of Kingsport is a political subdivision of the State of Tennessee as defined in 49 U.S.C. § 40102(a)(41)(C). As a governmental entity, the City desires to implement unmanned aircraft systems as a public aircraft to fulfill governmental functions as defined in 49 U.S.C. 40125(a)(2). Particularly, activities will include inspection and maintenance of public infrastructure, inspection and maintenance of City fiber network and communication towers, firefighting efforts, search and rescue operations, law enforcement purposes to the extent permitted by Tennessee law, as well as mandatory code inspections of construction projects.

All UAS used for governmental functions will be owned by City and operated by City employees acting in the scope and course of their employment. No UAS owned by City will be used for a "commercial purpose" as defined by 49 U.S.C. § 40125(a)(1).

The City of Kingsport appreciates your consideration of this declaration. Should any additional information be necessary, such as a copy of the Private Act referenced herein, do not hesitate to contact my office.

Sincerely,

Rodney B. Rowlett, III

Rodney B. Rowlett, III, City Attorney | Sarah Valk, Assistant City Attorney
City Hall | 415 Broad Street | Kingsport, Tennessee 37660 | P: (423) 229-9464 | F: (423) 224-2417
BartRowlett@KingsportTN.gov | SarahValk@KingsportTN.gov

Item X19.



AGENDA ACTION FORM

Consideration of a Resolution Ratifying the Mayor’s Signature on the Tennessee Department of Transportation (TDOT) Agreement Amendment 2 for Main Street Redevelopment Project

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

Action Form No.: AF-234-2024
Work Session: August 19, 2024
First Reading: N/A
Final Adoption: August 20, 2024
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution

Executive Summary:
Due to the duration of construction related to projects funded in partnership with TDOT, it is routine to amend agreements between the City and TDOT to reflect actual construction time as well as amendments to the Kingsport Metropolitan Transportation Planning Organization’s Transportation Improvement Program (TIP).

Amendment 2 consists of the following changes for the Main Street Redevelopment Project (Main Street from Sullivan Street to Market Street) –

1. The language of Agreement #160028 Amendment 1 dated April 6, 2021 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 referencing the revised funding sources and costs associated therewith to reflect the current TIP.
2. The language of Agreement #160028 Amendment 1 dated April 6, 2021 Section B.2 a) is deleted and replaced extending the project completion date from April 1, 2024 to April 30, 2025.

Early execution of this amendment was needed to extend the completion date which will allow TDOT to continue to approve reimbursements to the City.

Agreement Number: 160028; Federal Project Number: STP/TAP/CRP-M/HIP-9108(48); State Project Number: 82LPLM-F3-071; Project Identification Number: 123325.00.

- Attachments:**
1. Resolution
 2. Amendment 2

Item X110.

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 160028 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAIN STREET REDEVELOPMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

WHEREAS, in March, 2016, the board approved a resolution authorizing the mayor to sign an agreement with the Tennessee Department of Transportation (TDOT) for the Main Street Redevelopment Project, which involves rebuilding Main Street from Sullivan Street to Market Street (Res 2016-123).

WHEREAS, Amendment 1 to the agreement was approved on March 16, 2021 (Res. 2021-174, as the completion date for this project was changed to April 1, 2024 project completion date.

WHEREAS, this second amendment to this agreement will extend the completion date to April 3, 2025, as well as references the revised funding sources and cost associated to refelct the current TIP.

Now therefore,

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

SECTION I. That Amendment 2 to the Tennessee Department of Transportation Agreement Number 160028 for the Main Street Redevelopment Project is approved and the board hereby ratifies the mayor's execution of Amendment Number 2 to Agreement Number 160028.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is further 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 other documents necessary and proper to effectuate the purpose of Amendment 2 to the Tennessee Department of Transportation Agreement Number 160028 for the Main Street Redevelopment Project and all other documents necessary and proper to effectuate the purpose of 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 20th day of August 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

Item X110.

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Amendment to Replace Exhibit A and Change Completion Date

Amendment Number: 2

Agreement Number: 160028

Project Identification Number: 123325.00

Federal Project Number: STP/TAP/CRP-M/HIP-9108(48)

State Project Number: 82LPLM-F3-071

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Main Street from Sullivan Street to Market Street

1. The language of Agreement # 160028 A1 dated April 6, 2021 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 .
2. The language of Agreement # 160028 A1 dated April 6, 2021 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **April 30, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF KINGSPORT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email: patshull@kingsporttn.gov

By

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: bartrowlett@kingsporttn.gov

By

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

ATTESTED BY:

By

Signature:

Email: Daniel.Pallme@tn.gov

Signature:

Email: angiemarshall@kingsporttn.gov

EXHIBIT "A" for AMENDMENT 2

Agreement #: 160028

Project Identification #: 123325.00

Federal Project #: STP/TAP/CRP-M/HIP-9108(48)

State Project #: 82LPLM-F3-071

Project Description: Main Street from Sullivan Street to Market Street: Resurfacing, repairing curb, sidewalk, additions of bulbouts, ADA enhancements, removal of rail siding, diamond grinding, and specific areas of subgrade repair and rebuild.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Resurfacing

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	STBG-L	80	0	20	\$200,500.00
PE-DESIGN	STBG-L	80	0	20	\$611,970.00
RIGHT-OF-WAY	STBG-L	80	0	20	\$100,000.00
CONSTRUCTION	STBG-L	80	0	20	\$15,539,388.00
CONSTRUCTION	LOCAL	0	0	100	\$1,680,948.00
CONSTRUCTION	HIP-CL	100	0	0	\$611,612.00
CONSTRUCTION	TAP-S	80	0	20	\$895,000.00
CONSTRUCTION	CRP	80	0	20	\$1,356,300.00
CEI	STBG-L	80	0	20	\$660,000.00
TDOT ES	STBG-L	80	0	20	\$66,000.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: HIP: 23 U.S.C. Section 133 (b)(1) and (b)(4) Highway Infrastructure Program funds allocated or subject to allocation to the Agency; CRP: 23 U.S.C, Section 175, Carbon Reduction Program ; STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency; TAP: FAST Act § 1109;23 U.S.C. 133(h).

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

Amendment TIP

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



AGENDA ACTION FORM

Consideration of a Resolution Adopting the ARCH Written Standards for the Emergency Solutions Grant as a Condition of Receiving the 2024 THDA Emergency Solutions Grant Award.

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

Action Form No.: AF-228-2024
Work Session: August 5, 2024
First Reading: N/A
Final Adoption: August 6, 2024
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:
Approve the Resolution.

Executive Summary:
This resolution will adopt written standards for eligibility for grant funds as well as a grievance process as required for receipt of the Tennessee Housing Development Agency-administered Emergency Solutions Grant (ESG).

On March 19, 2024 the board approved AF74-2024 which approved the City's Application for the 2024 ESG grant and authorizing the Mayor to sign all documents necessary and proper to receive the grant. On July 1st, 2024 the City was awarded grant funds in the amount of \$126,613.00 for Street Outreach and the Mayor executed the grant contract.

As a condition of the grant City must adopt written standards. The written standards define who is eligible for assistance and what that assistance will be. These are the same standards in use by other organizations who run similar programs.

This grant carries a \$1:\$1 match requirement. Existing programs will satisfy the match requirement.

Attachments:

- 1. Resolution
- 2. Grant Contract
- 3. Grant Summary
- 4. Written Standards
- 5. Grievance Policy
- 6. Authorized Signature Page

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING WRITTEN STANDARDS FOR THE
2024 TENNESSEE HOUSING DEVELOPMENT AGENCY
EMERGENCY SOLUTIONS GRANT

WHEREAS, previously, the board authorized an application for an Emergency Solutions Grant (ESG) through the Tennessee Department of Housing Agency (THDA) which was awarded to City on July 1, 2024 in the amount of \$126,613; and

WHEREAS, as a condition of the ESG City must adopt written standards addressing matters such as eligibility for assistance through the grant and what assistance will be made available.

Now therefore,

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

SECTION I. That the Written Standards for the THDA Emergency Solutions Grant attached hereto as Appendix A are hereby approved and adopted.

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

ADOPTED this the 20th day of August, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**The City of Kingsport
Written Standards for
Emergency Solutions Grants (ESG) Program**

1. THE CITY OF KINGSPORT will fully adhere to the Continuum of Care (CoC) Written Standards, the THDA Program Description, and its grant agreements. The following written standards apply to THE CITY OF KINGSPORT's direct services for assisting participants under its Emergency Solutions Grant (ESG) funding.
2. The Tennessee objectives for the ESG Program are:
 - a. Reduce the length of time program participants experience homelessness;
 - b. Exit program participants to permanent housing;
 - c. Limit returns to homelessness one year after exiting the program; and,
 - d. Based on the activity, all ESG resources must be used to benefit individuals who are defined by HUD as "homeless" in the ESG Regulations.
3. Participant Eligibility:
 - a. Street outreach: Category 1 homelessness with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport or camping ground.
4. Definitions: HUD defines "homeless" as:
 - (1) Category 1: An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport or camping ground;(ii) An individual or family living in a supervised publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 day or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
 - (2) Category 2: An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, e.g., family friends, faith based or other social networks, needed to obtain other permanent housing;
 - (3) Category 3: Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are

defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public FY 2024 ESG Program Description 3 Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), SECTION 17(b) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434A); (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing the 60 days immediately preceding the date of application for assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Category 4: Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

HUD defines "at risk of homelessness" as follows:

(1) An individual or family who: 1. Has an annual income below 30 percent of median family income for the area, as determined by HUD; 2. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and 3. Meets one of the following conditions: a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; b. Is living in the home of another because of economic hardship; c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as

identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

5. Coordinated Entry System, THE CITY OF KINGSPORT will participate in the CoC coordinated entry system by following the CoC CES written standards. Primarily, it will only enroll households in RRH that are referred from CARE, and it will be a CES access point upon engagement for persons living on the street.
6. Eligible Activities/Expenses. The following are eligible expenses that THDA allows. No additional expenses were added for the The City of Kingsport program; however, selected eligible expenses in THDA’s Program Description have been removed. Those eligible expenses were removed primarily since there are other organizations that provide these services, and THE CITY OF KINGSPORT staff will refer participants to those organizations for the services.
 - a. Street Outreach: Essential services to eligible participants provided on the street or in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where unsheltered persons are staying. Staff salaries related to carrying out street outreach are also eligible.
 - (1) Engagement. The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of:
 - (a) making an initial assessment of needs and eligibility;
 - (b) providing crisis counseling;
 - (c) addressing urgent physical needs, such as providing meals, blankets, clothes or toiletries; and
 - (d) Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, and coordinated entry for homeless-person housing assistance.
 - (e) Eligible costs include the cell phone costs of outreach workers during the performance of these activities.

- (2) Case Management. The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows:
 - (a) using the centralized or coordinated assessment system as required under § 576.400(d);
 - (b) conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility;
 - (c) counseling;
 - (d) developing, securing and coordinating services;
 - (e) obtaining Federal, State, and local benefits;
 - (f) monitoring and evaluating program participants progress;
 - (g) providing information and referrals to other providers; and
 - (h) developing an individualized housing and service plan, including planning a path to permanent housing stability.
- (3) Transportation. The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, if this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:
 - (a) The cost of a program participant's travel on public transportation;
 - (b) If service workers use their own vehicles, authorized mileage allowance for service workers to visit program participants;
 - (c) The travel costs of City of Kingsport staff to accompany or assist program participants to use public transportation.
- b. THE CITY OF KINGSPORT does not set a maximum dollar amount that a participant may receive for each type of financial assistance or set a maximum period for which a participant may receive any of the types of assistance or services.
- c. Homeless Management Information System (HMIS) Data Collection: Eligible costs include hardware; software; equipment costs; staffing for operating HMIS data collection, monitoring and analysis; reporting to the HMIS Lead Agency; training on HMIS use; and obtaining technical support.
- d. Ineligible Activities.
 - (1) Under Street Outreach Services, ESG funds may not be used for the following:
 - (a) Emergency medical and/or mental health services accessible or available within the area under an existing program; and
 - (b) Maintenance of existing services already being provided within the past 12

months prior to funding.

7. Standards for targeting and providing essential services related to street outreach.
 - a. Street outreach will target Category 1 homeless living in a place not meant for habitation. Once homeless persons are housed permanently or temporarily in a shelter or transitional housing, they will no longer receive services under street outreach. If they return to street homelessness, they will again be eligible for street outreach services.
 - b. Services should be directed toward the health and safety of the homeless individuals and engagement for a permanent housing solution.
8. For all components under ESG, case managers will assist participants in accessing homeless and mainstream resources that provide housing stability. Participants have the right not to apply for other services. Participants will be highly encouraged to use as many mainstream resources as possible in lieu of using ESG funds for housing and supportive services. Case managers will assist in completing applications when possible and arrange or provide transportation. Referrals will be given to:
 - a. Emergency Shelter Providers
 1. Salvation Army
 2. Hope Haven
 3. Family Promise
 4. Safe House
 - b. Essential Service Providers
 1. Providence Medical Center
 2. Friends in Need
 3. Miles for Smiles
 4. Frontier Health
 - c. Homelessness Prevention and Rapid Re-housing assistance Providers
 1. The Greater Kingsport Alliance for Development
 2. Salvation Army
 3. Family Promise
 4. ARCH
 5. UETHDA
 6. KCMC
 7. St. Vincent DePaul
 - d. Other homeless assistance providers

1. United Way
 2. Kingsport Homeless Ministries
 3. ARCH
 - e. Mainstream service providers
 1. Legal Aid
 2. KATS
 3. Kingsport City School Homeless Education
 4. ARCH
 - f. Housing providers
 1. KHRA
 2. LHP
 3. National Church Residences
 4. Eastern Eight
9. Procedures for street outreach.
- a. THE CITY OF KINGSPORT will conduct street outreach throughout the City of Kingsport. The counties served by the ARCH COC are as follows: Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington.
 - b. The primary goals are to provide or connect homeless persons, living in places not meant for habitation, emergency health and safety services and to engage them for temporary and permanent housing solutions.
 - c. The term *date of engagement* is the recorded date of when the homeless person is ready to receive services. Before engagement, the street outreach worker is not required to collect HMIS data elements. They should not be trying to collect HMIS data if it increases the risk of losing rapport. The street homeless person will be enrolled into the City of Kingsport ESG Street Outreach project even if only an alias is available. In future encounters with the individual, the street outreach worker will be able to progressively update HMIS with more complete data as it is ascertained.
 - d. The HMIS/CARE intake forms will be maintained in the participant record as the intake/initial assessment for the street outreach project.
 - e. A service record will be maintained, even if there was no direct cost involved. At least the following services will be recorded.
 - (1) Engagement.
 - (2) Case management.
 - (3) Emergency health services.
 - (4) Emergency mental health services.

- (5) Transportation.
- f. Documentation of referrals and connections to homeless and mainstream services will be maintained in the case file.
 - g. Once the person is ready for services, HMIS data elements will be collected and the person will be entered in coordinated entry (CARE).
 - h. Exits from the street outreach project. Documentation related to the termination proceeding will be maintained in the case file. The person will be exited from the project if:
 - (1) The person enters into an emergency shelter or transitional housing.
 - (2) The person moves into an institution and stays for over 90 days.
 - (3) The person moves into a temporary or permanent housing situation.
 - (4) There is no contact with the person for over 90 days.
 - i. Ineligibility. For applicants that were determined ineligible, the following records will be maintained:
 - (1) Intake form/Application and backup documents.
 - (2) Copy of written notice on why they were not eligible.
 - j. Enrollment.
 - (1) When applicants are found to be fully eligible, they will be enrolled into the program, and the enrollment will be recorded in HMIS. The applicant is now referred to as a participant. The case manager and the programs monitor will complete and sign the Staff Certification of Eligibility for Assistance.
 - (a) The participant will be provided the following documents (participant will sign acknowledgement of their receipt):
 - i. THE CITY OF KINGSPORT Participant Understanding and Agreement form.
 - ii. THE CITY OF KINGSPORT ESG Written Standards that include reasons for termination.
 - iii. Grievance Procedures.
 - iv. Lead-based paint brochure.
 - v. Right to Fair Housing brochure.
 - vi. Releases of Information.
 - vii. Privacy Notice.
 - (2) The case manager will explain the program and the expectations of case management.
 - (3) The case manager will ask the participant to sign any necessary releases of information (ROI).

- (4) The case manager will maintain case notes on conversations with the participant.
- (5) The case manager will use the CITY OF KINGSPORT Referral to Other Homeless and Mainstream Sources form to track referrals to outside organizations.
- (6) The case manager will complete the CITY OF KINGSPORT Financial Assistance Tracking Sheet every time a check request is submitted.

10. SSI/SSDI Outreach, Access, and Recovery (SOAR) as a service.

- a. SOAR may be provided.
- b. Applicant and participant procedures will be followed and participant files will be maintained as required.

11. Street Outreach Participant File Records. The following documents will be kept in each participant's case file as applicable:

- a. Evidence of "homeless" status or "at risk of homelessness" status, as applicable.
- b. Releases of information.
- c. Record of case management meetings.
- d. Record of referral and connection to homeless and mainstream services.
- e. The services and assistance provided to each program participant.

12. Program Recordkeeping Requirements. THE CITY OF KINGSPORT will meet all recordkeeping and reporting requirements as outlined in 24 CFR 576.500. These requirements include:

Records found in above paragraph.

Reports.

Centralized or coordinated assessment systems and procedures.

HMIS.

Coordination with Continuum(s) of Care and other programs.

Conflicts of interest.

Homeless Participation.

Relocation – Necessary if displacement, relocation, and acquisition IAW 576.408.

Confidentiality.

Access to Records.

Financial Records to include matching funds/in-kind support.

13. Matching Funds.

The ESG program requires a dollar-for-dollar match for the ESG funds. THE CITY OF KINGSPORT will supplement its ESG funds with equal amounts of funds or in-kind support from non-ESG sources. Certain other federal grants contain language that may prohibit their being used as a match. Matching funds or in-kind support must be provided after the date of the grant award and within the period of the ESG contract with THDA. THE CITY OF KINGSPORT will not include funds used to match any previous ESG grant.

14. Other Federal Requirements. THE CITY OF KINGSPORT complies with all the below federal requirements.
- a. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.
 - b. Requirements of 24 CFR Parts 5, 200, 203, et al Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity.
 - c. LEAD-BASED PAINT.
 - d. PROPERTY MANAGEMENT STANDARDS.
 - e. RELOCATION AND DISPLACEMENT.
 - f. ENVIRONMENTAL REVIEW. THDA as the Responsible Entity and the units of local government funded by THDA will be responsible for carrying out environmental reviews. The non-profit organizations will be responsible for gathering the information required for the environmental reviews. Commitments for expenditures made prior to the approval of the environmental review cannot be reimbursed or advanced with ESG funds.
 - g. Conflicts of Interest. No part of the total ESG 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 City of Kingsport in connection with any work contemplated or performed relative to this Grant Contract.
 - h. CONTRACTUAL AGREEMENT. THE CITY OF KINGSPORT will enter into a contractual agreement with THDA. This Working Agreement includes all requirements contained in the ESG Interim Rule (24 CFR Part 576 and 91) in addition to all other applicable rules and regulations. The Working Agreement will include, but is not limited to the following:
 - (1) BUILDING STANDARDS.
 - (2) CERTIFICATION OF ASSISTANCE.
 - (3) CONFIDENTIALITY. Grantees must develop procedures to ensure the confidentiality of victims of domestic violence.
 - (4) DRUG AND ALCOHOL-FREE FACILITIES. Grantees must administer a policy designed to ensure that each assisted homeless facility is free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.
 - (5) CLIENT PARTICIPATION.
 - (6) PROCUREMENT PROCEDURES.
 - (7) FAIR HOUSING.
 - (8) TERMINATING ASSISTANCE. All ESG Grantees must have a formal process for terminating assistance to an individual or family. At a minimum, there must be an appeals procedure with one level of administrative review for clients who are

evicted or refused service from the facility for any reason. Termination does not bar the recipient or sub recipient from providing further assistance at a later date to the same family or individual.

(9) REPORTING REQUIREMENTS.

(10) Additional reports may be required by THDA at its sole and absolute discretion.


(11) HMIS PARTICIPATION.

(12) COORDINATED ENTRY.

(13) SERVING FAMILIES WITH CHILDREN.

(14) Violence Against Women Act (VAWA).

(15) PROGRAM COMPLIANCE.

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 07/01/2024		End Date 06/30/2025		Agency Tracking # ESG-24-09	
Edison ID 82053				Edison Vendor ID 1562	
Grantee Legal Entity Name CITY OF KINGSPORT - COMMUNITY DEVELOPMENT				Edison Vendor ID 1562	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number: 14.231 Emergency Solutions Grants Program			
		Grantee's fiscal year end: 6/30			
Service Caption (one line only) Emergency Solutions Grants ("ESG") 2024					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$126,613.00			\$126,613.00
TOTAL:		\$126,613.00			\$126,613.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Emergency Solutions Grants ("ESG") Program funds are made available competitively to nonprofit organizations and local governments to implement eligible activities. Funds are awarded based on the scoring criteria identified in the 2024 Emergency Solutions Grants Program Description.			
<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)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
THE TENNESSEE HOUSING DEVELOPMENT AGENCY,
AND
CITY OF KINGSPORT - COMMUNITY DEVELOPMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee and the Tennessee Housing Development Agency ("THDA"), hereinafter referred to as the "State" or the "Grantor State Agency," and CITY OF KINGSPORT - COMMUNITY DEVELOPMENT, hereinafter referred to as the "Grantee," is for the provision of services to the homeless and those at risk of homelessness under the Emergency Solutions Grants ("ESG") Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #: 1562
THDA Grant Contract #: ESG-24-09

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. ESG funds may be used to maintain and operate emergency homeless shelters; to provide essential services, street outreach and/or rapid re-housing services to the homeless; to provide prevention services to households at risk of homelessness; and to perform data collection activities for all persons assisted as specified in ATTACHMENT A: DESCRIPTION OF GRANTEE ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, and ATTACHMENT C: BUDGET, attached and incorporated herein by this reference.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these terms shall govern in order of precedence below:
- a. Title 24 Code of Federal Regulations, Part 576, and Part 91 of the Emergency Solutions Grants Program authorized by Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11371-11378) Interim Regulations (the "Federal ESG Regulations").
 - b. The United States Department of Housing Urban Development ESG Desk Guide for Program and Eligibility Policies and Procedures.
 - c. The THDA 2024 ESG Program Description and the ESG Manual "the THDA ESG Requirements").
 - d. Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D.
- A.4. The Grantee shall comply with the Eligibility Activity Requirements of 24 CFR Part 576, Subpart B, and Part 91 as applicable to the type of project assisted.
- A.5. The Grantee shall comply with the Program Requirements of 24 CFR Part 576, Subpart E, and Part 91 as applicable to the type of project assisted.
- A.6. The Grantee shall comply with other applicable Federal Requirements, including, but not limited to, 24 CFR Part 576 and Part 91, as follows:

- a. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
 - b. 24 CFR 576 B Applicability of OMB Circulars;
 - c. 24 CFR 576 Subpart B Lead-Based Poisoning Prevention Act;
 - d. 24 CFR 576.404 Conflicts of Interest;
 - e. 24 CFR 576.406; 24 CFR 5.109 – Equal Participation of Faith-Based Organizations in HUD Programs and Activities;
 - f. 24 CFR 24.50 Environmental Review;
 - g. 24 CFR 576.4089 Relocation and Acquisition;
 - h. Title VI and Executive Order 13166 Affirmative Outreach; and
 - i. 24 CFR 184 Buy America Preferences for Infrastructure Projects.
- A.7. The Grantee shall match dollar-for-dollar the ESG funding the Grantee receives under this Grant Contract with funds from other public and private sources, as permitted and required under the Federal ESG Regulations and THDA ESG Requirements.
- A.8. The Grantee shall use ESG funds pursuant to the local, HUD-approved Consolidated Plan or the State, HUD-approved Consolidated Plan, as applicable, and all requirements of 24 CFR, Part 576 and Part 91.
- A.9. If the Grantee is a unit of general-purpose local government, the Grantee shall obligate all ESG grant funds to sub-recipients within sixty (60) days of the Effective Date of this Agreement. The funds must be obligated by a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; or the written designation of a department within the government of the subrecipient to directly carry out an eligible activity.
- A.10. Terminating Assistance to Beneficiaries & Due Process.
- a. Process for Terminating Assistance Other Than Rental Assistance, Housing Relocation, or Stabilization Services. Grantee shall establish policies and procedures for terminating assistance to beneficiaries that require staff to examine all extenuating circumstances and exercise judgment in determining when violations warrant termination, so that assistance is only terminated in the most severe cases. Such policies and procedures must be submitted and approved by THDA. This process, at a minimum, must consist of:
 - (1) Providing the program participant with a written copy of the program rules and the termination process before the participant beneficiary begins to receive assistance;
 - (2) Written notice to the program participant containing a clear statement of the reasons for termination; and
 - (3) A review of the decision by a staff person of the Grantee who was not involved in the decision to terminate (or a subordinate of that person).
 - b. Process for Terminating Rental Assistance, Housing Relocation, or Stabilization Services. Grantee shall follow the process above, but, if after review, staff believes that termination is warranted, the Grantee shall refer the case to THDA's legal division the next business day after the review and:

- (1) THDA will review the information and will either overturn the termination, or, if it agrees termination should occur, will send a proposed notice of termination. The program participant will be given 14 days from the date of the notice to appeal THDA's decision or the decision is final;
 - (2) If the program participant appeals THDA's decision, the matter will be heard by THDA's hearing officer or its designee. The hearing officer will either overturn the termination or uphold it.
- c. During either review process, the Grantee shall provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations and meaningful access to persons with Limited English Proficiency.
- A.11. The Grantee shall ensure that at least one homeless or formerly homeless individual participates in a policy-making function within the organization in accordance with 24 CFR Part 576.405.
- A.12. The Grantee shall involve homeless individuals and families in the operation of the ESG funded program through work or volunteer activities in accordance with 24 CFR Part 576.405.
- A.13. The Grantee will maintain adequate documentation of homelessness status to determine and verify eligibility of persons served by the ESG funded program.
- A.14. The Grantee shall maintain records adequate to document compliance with 24 CFR Part 576, along with such other records the State determines necessary to enable the State to fulfill its responsibilities in the ESG Program. All records will be retained for the more restrictive of the period required in 24 CFR Part 576 or as provided in Section D.15. of this contract.
- A.15. The Grantee shall comply with the uniform administrative requirements of 24 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.
- A.16. The Grantee shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
- A.17. The Grantee shall furnish to the State all reports required to be filed in accordance with any directives of the State and within the time period prescribed by the State for such reports.
- A.18. Homeless Management Information System (HMIS). The Grantee and its subgrantees, if applicable, must participate in the local Continuum of Care and ensure that data on all persons served in all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.
- If the Grantee or its subgrantees is a victim service provider or a legal services provider, the Grantee or the subgrantee may opt to not use the established HMIS for the applicable Continuum of Care, but alternatively, must use a comparable database that collects client-level data over time (e.g., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to a local HMIS.
- A.19. Training. The Grantee shall attend all training sessions regarding management of the ESG Program as required by THDA.

- A.20. Centralized or Coordinated Assessment System. The Grantee and its subgrantees, if applicable, must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the applicable Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area, in accordance with HUD's standards on participation and coordination.
- A.21. Corrective Action. If HUD orders the State to take corrective or remedial action as outlined in 24 CFR §576.67 that is the result of any action taken by the Grantee, the Grantee will take any action required by THDA to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying ESG funds to THDA for repayment to HUD.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 07/01/2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"), through 11:59 PM on 6/30/2025. 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 ONE HUNDRED TWENTY-SIX THOUSAND, SIX HUNDRED THIRTEEN AND 00/100 DOLLARS (\$126,613.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment C 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 – Reimbursement or Periodic Advance Payment. The Grantee shall be reimbursed or, upon approval, advanced for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. If eligible for advance payment, THDA shall pay the Grantee an amount in accordance with the below requirements upon approval of this Grant Contract and at such other times as eligible below. 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, or further advance payment, of allowable costs. The total of said advanced and reimbursed payments shall not exceed the Maximum Liability of this Grant Contract.
- a. If eligible, the Grantee may request advances of certain percentages of the Maximum Liability in writing, detailing how it will use the funds on approved Program costs.
 - b. Eligibility Criteria, Approved Amounts, and Limitations. Eligibility and the amount of funds available for advance are based on the following criteria:
 - (1) If the Grantee has administered a THDA-funded program for five (5) consecutive years or more and is in good standing, THDA will allow the Grantee to access up to 20% of the Maximum Liability as an advance;

- (2) All other grantees will have access up to 10% of the Maximum Liability as an advance;
 - (3) The amount of an approved advance must not exceed the amount needed for the actual, immediate cash needs of the Grantee in carrying out its obligations hereunder;
 - (4) THDA may, at any time, adjust the amount of advancement a Grantee is eligible for or even revoke a Grantee's eligibility to receive advance funds, based on the Grantee's subsequent performance hereunder or under another THDA program, at THDA's sole discretion.
- c. If the Grantee is eligible for an advancement, it may receive its first advancement at the start of the Term, as long as THDA is in receipt of a fully executed version of this Grant Contract.
 - d. Grantees must expend the funds under an advance within thirty (30) days in order to be eligible for any further advances.
 - e. Each advancement must be fully expended before the Grantee is eligible for an additional advance. The Grantee will be required to show detailed documentation tracking each expenditure under an advance payment, demonstrating that each expenditure was appropriate.
- 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 THDA based on an approved payment schedule, using the forms, and shall provide all necessary supporting documentation, specified under the THDA ESG Requirements, and present such to THDA electronically using the Grants Management System, as directed by THDA. The Grantee understands and agrees to all of the following.
- a. An invoice under this Grant Contract shall only include reimbursement requests or renderings of expenditures under an advance payment 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 and advance payments.
 - b. 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. Except for the final invoice, an invoice under this Grant Contract shall be presented to THDA within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. THDA will not deem such Grantee costs to be allowable and reimbursable unless, at the sole discretion of THDA, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it shall be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- 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, 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 forty-five (45) 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 Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice THDA under this Grant Contract until the Tennessee Department of Finance & Administration 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 Tennessee Department of Finance & Administration. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Tennessee Department of Finance & Administration, 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 Tennessee Department of Finance & Administration 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 in accordance with Federal ESG Regulations and THDA ESG Requirements 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.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

Each Grantee also must adopt a conflict-of-interest policy in accordance with 24 CFR § 576.404 which prohibits any employee, persons with decision making positions or having information about decisions made by an organization, from obtaining a personal or financial interest or benefit from the organization's activity, including through contracts, subcontracts, or agreements.

- 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:

Don Watt, Chief Programs Officer
Tennessee Housing Development Agency
Andrew Jackson Building, Fifth Floor
502 Deaderick Street
Nashville, TN 37243
DWatt@thda.org
Telephone #: 615.815.2032
FAX #: 615.649.3153

The Grantee:

Michael Price, Community Development Planner
City of Kingsport - Community Development
115 Broad St, Kingsport, TN 37660
michaelprice@kingsporttn.gov
Telephone #: (423) 530 5416
FAX #: N/A

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 through the U.S. Department of Housing and Urban Development ("HUD")." All notices must include the fair housing and Americans with Disabilities Act logos as stated in the THDA ESG Requirements. 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 for a period that is five (5) full years from the date of the final payment or the term specified in 24 CFR 576.500 (y), whichever is longer, and shall be subject to audit at any reasonable time and upon reasonable notice by THDA, HUD, 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 THDA, HUD, 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 THDA, HUD, 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 all reports in form and substance and within deadlines as specified in the Federal ESG Regulations and the THDA ESG Requirements.
- 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).

The Grantee shall also comply with all procurement requirements as stated in the Federal ESG Regulations and in the THDA ESG Requirements.

- 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, except as otherwise allowed under 24 CFR 576..
- D.27. State Interest in Equipment. The Grantee shall take legal title to all equipment 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 Grantee grants the State a security interest in all equipment 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 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. 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 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, 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 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;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Acquisition date, cost, and check number;
- d. Fund source, State Grant number, or other applicable fund source identification;
- e. Percentage of state funds applied to the purchase;
- f. Location within the Grantee's operations where the equipment is used;
- g. Condition of the property or disposition date if Grantee no longer has possession;
- h. Depreciation method, if applicable; and
- i. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment on the inventory control report. The Grantee shall inventory equipment 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 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 loss describing the reasons for the loss. Should the equipment 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 purchased with Grant funds. All equipment 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 section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. 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.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

[SIGNATURES START ON NEXT PAGE]


[GRANTEE SIGNATURE PAGE]

IN WITNESS WHEREOF,

CITY OF KINGSPORT – COMMUNITY DEVELOPMENT:



DocuSigned by:

 9890E2AE88DA483... 7/1/2024 | 2:38 PM EDT

RODNEY ROWLETT, III, CITY ATTORNEY **DATE**

DocuSigned by:

 72D36825DF7443D... 7/1/2024 | 2:41 PM EDT

PATRICK SHULL, MAYOR **DATE**

ATTEST:

DocuSigned by:
 
 AD9E467A1BDB489... 7/2/2024 | 12:46 PM EDT

ANGIE MARSHALL, DEPUTY CITY RECORDER **DATE**

[THDA SIGNATURE PAGE]

TENNESSEE HOUSING DEVELOPMENT AGENCY:

DocuSigned by:
Rebecca Carter
F11BEF854B534CE

7/2/2024 | 11:47 AM CDT

REBECCA CARTER, DIRECTOR OF COMMUNITY SERVICES

DATE

ATTACHMENT A

TENNESSEE HOUSING DEVELOPMENT AGENCY
2024 ESG PROGRAM
DESCRIPTION OF GRANTEE ACTIVITIES

GRANTEE NAME: CITY OF KINGSPORT - COMMUNITY DEVELOPMENT

The activities for the 2024 ESG Project shall consist of the following:

1. City of Kingsport will provide Street Outreach services to homeless and at-risk for homeless individuals and families in Hancock, Hawkins, Sullivan, Johnson, Washington, Carter, Greene and Unicoi Counties.
2. City of Kingsport will use ESG funds for HMIS related activities for the purpose of data collection.
3. Except as noted in #4 below, an invoice under this Grant Contract shall be presented to THDA within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. THDA will not deem such Grantee costs to be allowable and reimbursable unless, at the sole discretion of THDA, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it shall be signed by a Grantee agent that would be authorized to sign this Grant Contract.
4. The final invoice under this Grant Contract shall be submitted to THDA by August 14, 2025. An invoice submitted after that date will NOT be paid.

ATTACHMENT B

**TENNESSEE HOUSING DEVELOPMENT AGENCY
2024 ESG PROGRAM
IMPLEMENTATION PLAN FOR ESG PROJECTS**

GRANTEE: CITY OF KINGSPORT - COMMUNITY DEVELOPMENT

Grantee shall meet the following deadlines:

- | | |
|---|------------|
| 1. Determination of Status for Environmental Review | 07/01/2024 |
| 2. Release of Funds | 07/01/2024 |
| 3. Begin Providing Services to Homeless | 07/01/2024 |
| 4. Contract Complete | 06/30/2025 |
| 5. Final Date to Submit Draw Support | 08/14/2025 |

ATTACHMENT C

**TENNESSEE HOUSING DEVELOPMENT AGENCY
2024 ESG PROGRAM
PROJECT BUDGET**

GRANTEE NAME: CITY OF KINGSPORT - COMMUNITY DEVELOPMENT

ACTIVITY BUDGET: \$126,613.00

STREET OUTREACH	\$115,424.00
EMERGENCY SHELTER	
HOMELESSNESS PREVENTION	
RAPID REHOUSING	
DATA COLLECTION (HMIS)	\$2,356.00
ADMINISTRATION (not included in total project budget)	\$8,833.00

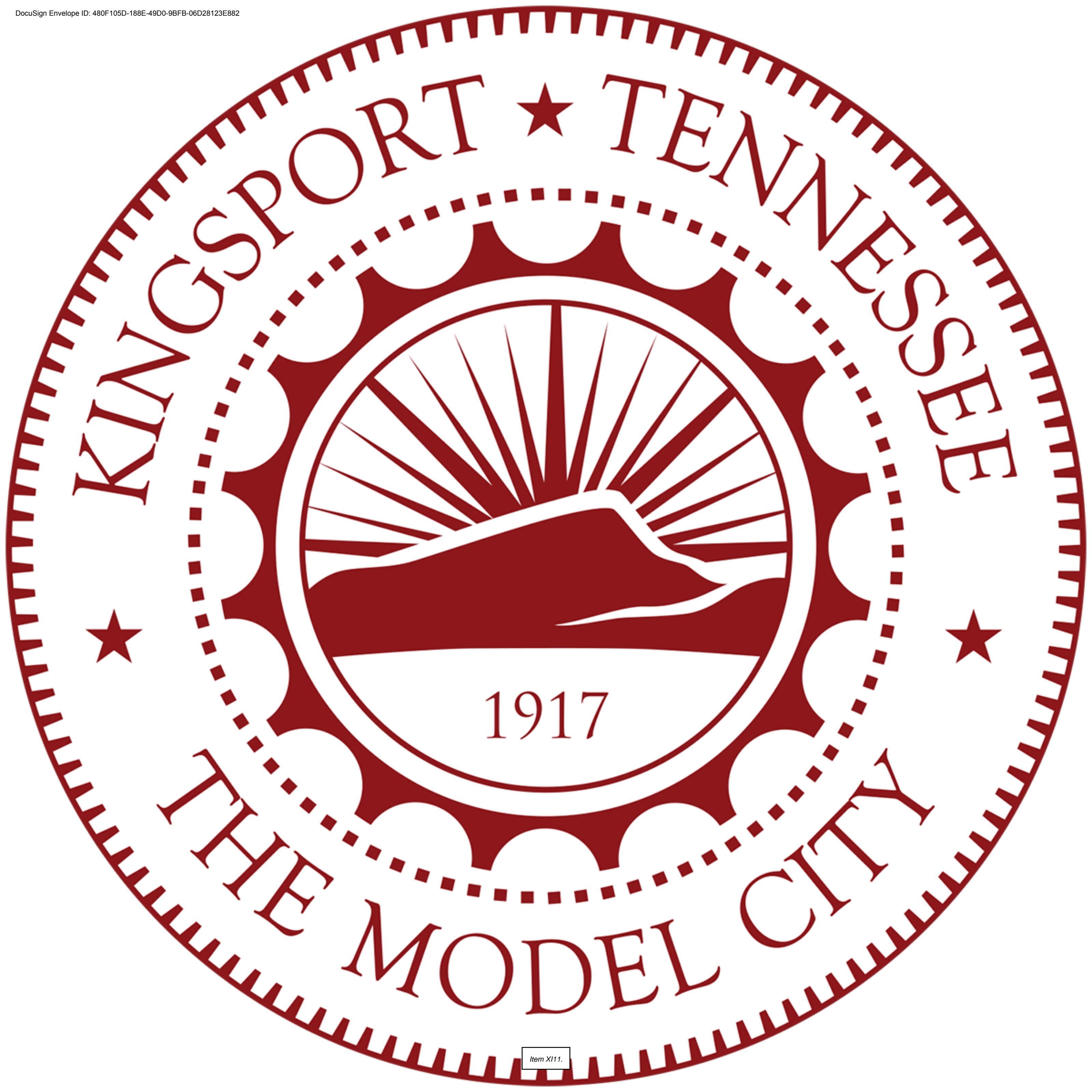
MATCHING FUNDS: \$117,780.00

OTHER NON-ESG FUNDS	
FEDERAL FUNDS	\$25,000.00
STATE GOVERNMENT FUNDS	
LOCAL GOVERNMENT FUNDS	\$92,780.00
PRIVATE FUNDS	
PROGRAM INCOME	
OTHER	

TOTAL PROJECT BUDGET: \$235,560.00

ATTACHMENT D**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Kingsport - Community Development
Subrecipient's Unique Entity Identifier (SAM)	YE45C4JZC5U1
Federal Award Identification Number (FAIN)	E-24-DC-47-0001
Federal award date	07/01/2024
Subaward Period of Performance Start and End Date	07/01/2024 – 06/30/2025
Subaward Budget Period Start and End Date	07/01/2024 – 06/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	14.231 Emergency Solutions Grant Program
Grant contract's begin date	07/01/2024
Grant contract's end date	06/30/2025
Amount of federal funds obligated by this grant contract	\$117,780.00
Total amount of federal funds obligated to the subrecipient	\$117,780.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,244,618
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	ESG aims to reduce the length of time individuals experience homelessness, move individuals to permanent housing, and limit returns to homelessness.
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Erik D. Hoglund, Director of Community Planning and Development 710 Locust St. SW Knoxville, TN 37902 Phone: (865)474-8221
Name of pass-through entity	Tennessee Housing Development Agency
Name and contact information for the pass-through entity awarding official	Don Watt, Chief Program Officer Tennessee Housing Development Agency Andrew Jackson Building, Fifth Floor Nashville, TN 37243 DWatt@thda.org Telephone # 615-815-2032
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A





AGENDA ACTION FORM

Consideration of a Resolution to Award the Construction Contract to Preston Construction Co. for the Justice Center New Expansion and Renovation Project

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

Action Form No.: AF-235-2024
 Work Session: August 19, 2024
 First Reading: N/A
 Final Adoption: August 20, 2024
 Staff Work By: Ryan McReynolds
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on July 30, 2024 for the Justice Center New Expansion and Renovation project. A total of three (3) bids were received. The apparent low bid was submitted by Preston Construction Co. The scope of work for renovations and additions to the Justice Center will include, but is not limited to, an expanded and redesigned secure entrance, additional space for Clerks and file storage, juried and non-juried courtrooms, deliberation areas, Judges Offices, and redesign of the Police department and sheriff offices. Site work for this project includes redesign of parking and sidewalks.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Preston Construction Co. in the amount of \$14,332,000.00 (includes all alternates) –

Base Bid	\$13,933,000.00
Alternates	399,000.00
Contingency	859,920.00
Engineering Services (3%)	<u>455,758.00</u>
Total Project Cost	\$15,647,678.00

Funding is available and identified in GP2402 and GP2501.

Attachments:

1. Resolution
2. Bid Minutes
3. Ltr of Recommendation

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

Item X112.

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE JUSTICE CENTER NEW EXPANSION AND RENOVATION PROJECT TO PRESTON CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 30, 2024, for the for the Justice Center New Expansion and Renovation Project; and

WHEREAS, upon review of the bids, the board finds Preston Construction Company is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for renovations and additions to the Justice Center which will include, but is not limited to, an expanded and redesigned secure entrance, additional space for Clerks and file storage, juried and non-juried courtrooms, deliberation areas, Judges Offices, and redesign of the Police department and sheriff offices, additionally site work for this project includes redesign of parking and sidewalks, from Preston Construction Co at an estimated construction cost of \$14,933,000.00, which includes all alternates; and

WHEREAS, funding is identified in project numbers GP2402 and GP2501.

Now therefore,

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

SECTION I. That the bid for the Justice Center New Expansion and Renovation Project, consisting of renovations and additions to the Justice Center which will include, but is not limited to, an expanded and redesigned secure entrance, additional space for Clerks and file storage, juried and non-juried courtrooms, deliberation areas, Judges Offices, and redesign of the Police department and sheriff offices, and site work for this project includes redesign of parking and sidewalks, at an estimated cost of \$14,933,000.00 is awarded to Preston Construction Co, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 20th day of August, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES

JULY 30, 2024

4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist; Clinton Roberts, Cain Rash West Architects; Ryan McReynolds, Deputy City Manager; Dawn Melton, Engineering

The Bid Opening was held in the Conference Room # 436, 4th Floor, City Hall

The Procurement Manager opened with the following bids:

New Expansion and Renovation for: Kingsport Justice Center - Kingsport, TN						
Vendor	Base Bid	Calendar Days	Alt. No. 1 Basement Fitness	Alt. No. 2 Shelby Street Garage	Alt. No. 3 Security Window Film	Alt. No. 4 Masonry Cleaning & Coating
Preston Construction Co.	\$13,933,000.00	960	\$170,000.00	\$70,000.00	\$52,000.00	\$107,000.00
JA Street & Associates	\$14,493,000.00	900	\$288,000.00	\$123,000.00	\$79,000.00	\$106,000.00
GRC Construction, Inc.	\$15,530,000.00	900	\$320,000.00	\$131,000.00	\$82,000.00	\$111,000.00

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

August 05, 2024

Mr. Ryan McReynolds
Deputy City Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660

Project: New Expansion and Renovation for: Kingsport Justice Center – Kingsport, TN

Re: Recommendation for Award of Construction Contract

Dear Mr. McReynolds,

Sealed bids for the project were received and read aloud by the Assistant Procurement Manager on July 30, 2024, in the Kingsport City Hall, 4th floor, Conference Room 436 for the above referenced project. A total of three (3) bids were submitted by GRC Construction, Inc., JA Street & Associates, and Preston Construction Co. The apparent low bid was submitted by Preston Construction Co. in the amount of \$13,933.00 for the base bid. There were four (4) alternates to bid which add an additional \$399,000.00 to the contract sum.

We have reviewed the bid and have discovered no errors with the apparent low bid. The bid appears to be a responsive bid.

It is our opinion that Preston Construction Co. fully understands the scope and are qualified to complete the project. They have successfully completed projects of a similar complexity and scope. Assuming all other legal and bonding requirements are met, we recommend this project be awarded to Preston Construction Co. for the lump sum base bid and all four alternates in the amount of \$14,332,000.00.

Thank you for the opportunity to be of service to the City of Kingsport. We look forward to the successful completion of this project with you.

Sincerely,



Clinton Roberts, AIA, NCARB
Vice President
Cain Rash West Architects