



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, December 19, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Morris, Budget Director
Adrienne Batara, Public Relations Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Dale Phipps, Police Chief
Scott Boyd, Fire Chief
Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Alderman Phillips

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Chris and Rebecca Thomas, Mycroft Signs (Alderman Phillips)

VI. APPOINTMENTS

- [1.](#) Appointments to the Neighborhood Advisory Commission (AF-384-2023) (Mayor Shull)

- [2.](#) Appointments to the Kingsport Economic Development Board (AF-385-2023) (Mayor Shull)

VII. APPROVAL OF MINUTES

- [1.](#) December 4, 2023 - Work Session
- [2.](#) December 5, 2023 - Business Meeting

VIII. PUBLIC HEARINGS

COMMENT

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

IX. BUSINESS MATTERS REQUIRING FIRST READING

- [1.](#) Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets (AF-387-2023) (David Frye)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance to Amend Zoning of 1506 Lynn Garden Drive from the R-1B, Residential District, to the B-3, Highway Oriented Business District (AF-362-2023) (Ken Weems)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-364-2023) (Chris McCartt)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Enter into an Agreement with CDM Smith Inc. for Phase One of the Stormwater Master Plan (AF-333-2023) (Will Stallard / Ryan McReynolds)
- [2.](#) Consideration of a Resolution Awarding the Sole Bid for City Owned Surplus Real Property Located at 2984 Ashley Street (AF-369-2023) (Lisa Winkle)
- [3.](#) Consideration of a Resolution to Renew Stop Loss Contract (AF-377-2023) (Tyra Copas)

- [4.](#) Consideration of a Resolution Awarding Bid for Construction of Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement to Morgan Contracting Inc. and Authorize Mayor to Sign All Applicable Documents (AF-375-2023) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution to Enter an Agreement with LDA Engineering for Engineering Design Services for the Pendragon Sanitary Lift Station Replacement Project (AF-376-2023) (Ryan McReynolds)
- [6.](#) Consideration of a Resolution to Award Furniture Purchase for Finance Department Office Areas to Workspace Interiors (AF-378-2023) (Lisa Winkle)
- [7.](#) Consideration of a Resolution Authorizing the Mayor to Sign Lease Agreements with Existing Not-For-Profit Entities with the V.O. Dobbins Sr. Complex (AF-379-2023) (Michael Borders)
- [8.](#) Consideration of a Resolution to Amend CDM Smith Agreement for Wastewater Treatment Plant Electrical Improvements – Motor Control Center (MCC) 6 Replacement Project (AF-389-2023) (Ryan McReynolds)
- [9.](#) Consideration of a Resolution Awarding the Proposal for Property Insurance for City Owned Buildings to The Travelers Indemnity Company (AF-388-2023) (Kristen Hodgson)
- [10.](#) Consideration of a Resolution Approving a Supplemental Agreement between the Emergency Communications District and City (AF-382-2023) (Bart Rowlett, Chris McCartt)
- [11.](#) Consideration of a Resolution to Award Bid to W-L Construction & Paving, Inc. for 2024 Contracted Paving Area 17 and Authorizing the Mayor to Sign All Applicable Documents (AF-381-2023) (Ryan McReynolds)
- [12.](#) Consideration of a Resolution to Enter into a Sponsorship Agreement with Eastman Credit Union (ECU) for Naming Rights for the "Bays Mountain Planetarium Sponsored by ECU" (AF-328-2023) (Michael T. Borders)

XII. CONSENT AGENDA

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

- [1.](#) Consideration of a Resolution to Enter into an Agreement with Enbridge for Crossing and Encroachment Consent for the Washington County Water Project and Authorize the Mayor to Sign all Applicable Documents (AF-380-2023) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution to Approve Addendum 10 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-386-2023) (David Frye)
- [3.](#) Consideration of a Resolution Authorizing the Mayor's Signature on the Certification of Local Official form. Certifying that the Public Housing Authority's Plans are Consistent with the Consolidated Plan Document. (AF-374-2023) (Michael Price)
- [4.](#) Consideration of a Resolution to Purchase MityLite Chairs and Chair Trees for MeadowView Convention Center (AF-390-2023) (Michael T. Borders)
- [5.](#) Consideration of Resolutions to Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport (AF-383-2023) (Lisa Winkle)
- [6.](#) Consideration of A Resolution to Implement Cyber Security Plan (AF-354-2023) (Bart Rowlett)

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XIV. ADJOURN



AGENDA ACTION FORM

Appointments to the Neighborhood Advisory Commission

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

Action Form No.: AF-384-2023
Work Session: December 18, 2023
First Reading: N/A

Final Adoption: December 19, 2023
Staff Work By: Adrienne Batara
Presentation By: Mayor Shull

Recommendation: Approve appointments:

- Reappoint Anitra Little to a 2nd term.
- Reappoint Alanna Leonberg to a 2nd term.
- Reappoint Eddie Grills to his 1st full term.

Executive Summary: It is recommended to reappoint Anitra Little, Alanna Leonberg and Eddie Grills to the Neighborhood Advisory Commission.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of twelve members who are residents of the City of Kingsport. Terms are three years with members serving no more than two consecutive terms.

Current Commission:			
Member	Term Expires	No. of Terms	Area Member Resides In
Anitra Little	12/31/23	1	Midtown
Alanna Leonberg	12/31/23	1	Allandale
Laurie Christopher	12/31/25	1	Preston Forrest
Sandy Larkin	12/31/25	1	Lynn Garden
Amy Provance	12/31/25	1	Fairacres
Ryan Shipley	12/31/25	1	Edinburgh
Jerry Woods	12/31/23	Fulfilling unexpired term	Bloomingtondale
Eddie Grills	12/31/23	Fulfilling unexpired term	Fairacres
Christie Gott	12/31/24	1	Amersham
Tiffany Hickman	12/31/24	1	Midtown
Theresa Ann Fanning	12/31/24	1	Preston Woods
Christy McMakin	12/31/24	Fulfilling unexpired term	Green Acres

Recommended Commission:			
Member	Term Expires	No. of Terms	Area Member Resides In
Anitra Little	12/31/26	2	Midtown
Alanna Leonberg	12/31/26	2	Allandale
Laurie Christopher	12/31/25	1	Preston Forrest
Sandy Larkin	12/31/25	1	Lynn Garden
Amy Provance	12/31/25	1	Fairacres
Ryan Shipley	12/31/25	1	Edinburgh
Jerry Woods	12/31/23	Fulfilling unexpired term	Bloomingtondale
Eddie Grills	12/31/26	1	Fairacres
Christie Gott	12/31/24	1	Amersham
Tiffany Hickman	12/31/24	1	Midtown
Theresa Ann Fanning	12/31/24	1	Preston Woods
Christy McMakin	12/31/24	Fulfilling unexpired term	Green Acres

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

Attachments:
None

Item VI1.



AGENDA ACTION FORM

Appointments to the Kingsport Economic Development Board

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

Action Form No.: AF-385-2023
 Work Session: December 18, 2023
 First Reading: N/A
 Final Adoption: December 19, 2023
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointments:

- Reappoint Thomas Kennedy to his 1st full term.
- Reappoint Steve LaHair to a 2nd term.
- Appoint Laura S. Durbin replacing Julie Bennett whose term is expiring.

Executive Summary:

It is recommended to reappoint Thomas Kennedy and Steve LaHair and to appoint Laura S. Durbin to the Kingsport Economic Development Board.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The board is comprised of nine at-large members who are residents of the City of Kingsport. Terms are six years with no term limit.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Bob Feathers	1/1/26	4	KPT Resident
Dennis Phillips	1/1/26	Fulfilling unexpired term	KPT Resident
Pat Breeding	1/1/26	Fulfilling unexpired term	KPT Resident
CeeGee McCord	1/1/28	3	KPT Resident
Craig Denison	1/1/28	2	KPT Resident
Bob Harshbarger	1/1/28	1	KPT Resident
Julie Bennett	1/1/24	3	KPT Resident
Thomas Kennedy	1/1/24	Fulfilling unexpired term	KPT Resident
Steve LaHair	1/1/24	1	KPT Resident

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Bob Feathers	1/1/26	4	KPT Resident
Dennis Phillips	1/1/26	Fulfilling unexpired term	KPT Resident
Pat Breeding	1/1/26	Fulfilling unexpired term	KPT Resident
CeeGee McCord	1/1/28	3	KPT Resident
Craig Denison	1/1/28	2	KPT Resident
Bob Harshbarger	1/1/28	1	KPT Resident
Laura S. Durbin	1/1/30	1	KPT Resident
Thomas Kennedy	1/1/30	1	KPT Resident
Steve LaHair	1/1/30	2	KPT Resident

Attachments:

1. Laura S. Durbin Bio

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

Item VI2.

Laura S. Durbin
Senior Labor & Employment Counsel
Eastman

Laura joined Eastman in 2015 and is currently Senior Labor & Employment Counsel with the Company, where she leads the North American Labor and Employment Team. She provides day-to-day guidance for her clients on questions surrounding Eastman's workforce. She conducts trainings with supervisors about our roles and responsibilities under Eastman's policies and procedures and applicable laws. She supports many of Eastman's functions, including Global Public and Community Affairs.

Laura graduated from The University of Tennessee, Knoxville in its political science honors program with a Bachelor of Arts. She then attended The University of Tennessee College of Law and received her Juris Doctorate in 1999.

Prior to Eastman, Laura was in-house counsel with a healthcare consulting company and was a partner at a large regional law firm, where she headed the Recruiting Committee.

Laura is a 2018 graduate of Leadership Tennessee's signature leadership program. She is also a 2001 graduate of Leadership Kingsport and a 1991 graduate of S.H.O.U.T.! Youth Leadership Program.



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, December 04, 2023 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Betsy Cooper
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. **Petworks Update** - Michelle Watts

Ms. Watts gave a presentation on the facility and provided statistics regarding personnel and the animals that have been have come through during the past year. She also talked about picking up deer from the roadways and the issues this task causes, noting they are looking for alternatives to handle this problem. Ms. Watts also provided information about operating and administrative updates and procedures. Lastly she explained the financials for the 2024 fiscal year as of October 23rd, highlighting debt and fundraising efforts. There was some discussion as she answered questions from the board.

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

City staff gave a summary for each item on the December 5, 2023 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

XI.3. Consideration of a Resolution Approving a Sealed Proposal from Assured Partners for Excess Workers' Compensation Insurance Coverage (AF-372-2023) City Attorney Rowlett Bart pointed out an error in the resolution that will need to be changed tomorrow. He also provided further details on this item.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, December 4, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XI.4. Consideration of a Resolution Amending the Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same (AF-373-2023) The City Manager stated this item will also be amended before tomorrow night to reflect the dates referencing the Economic Development Board and provided further information, noting this will result in restructuring the loan. He pointed out it will come back again in about a year but this will buy time

Alderman Phillips noted he will be attending the Home Builders Association meeting tomorrow night and will not be at the business meeting.

Vice-Mayor George inquired on the schedule for ESSR money and City Recorder Winkle provided details and answered questions.

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:10 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, December 05, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by New Vision Youth.
- III. **INVOCATION** led by Pastor Adam Love, Mafair United Methodist Church
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent: Alderman James Phillips.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Sr. Captain Jessie Bishop, Completion of the Executive Fire Officer Program** (Alderman Duncan)
- VI. **APPOINTMENTS** (*These items are considered under one motion.*)

Motion made by Alderman Olterman, Seconded by Vice Mayor George.
Passed: All present voting "aye."

 1. **Appointment of City of Kingsport Municipal Judge** (AF-359-2023) (Mayor Shull)
REAPPOINT S. CURTIS ROSE AS THE MUNICIPAL JUDGE FOR A TWO YEAR TERM EFFECTIVE JANUARY 1, 2024 AND EXPIRING ON DECEMBER 31, 2025.
 2. **Appointments to the Emergency Communication District / E-911 Board** (AF-365-2023) (Mayor Shull)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, December 5, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

REAPPOINT KEITH CUNNINGHAM, REV. KENNETH CALVERT AND DR. MICKEY SPIVEY TO THE EMERGENCY COMMUNICATIONS DISTRICT/E-911 BOARD FOR A FOUR YEAR TERM EFFECTIVE JANUARY 1, 2024 AND EXPIRING ON DECEMBER 31, 2027.

3. Appointments to the Board of Zoning Appeals (AF-366-2023) (Mayor Shull)

REAPPOINT CALVIN CLIFTON AND WESLEY COMBS TO THE BOARD OF ZONING APPEALS FOR A THREE YEAR TERM EFFECTIVE JANUARY 1, 2024 AND EXPIRING ON DECEMBER 31, 2026.

4. Appointment to the Bays Mountain Park Commission (AF-367-2023) (Mayor Shull)

APPOINT STEVE KILGORE TO THE BAYS MOUNTAIN PARK COMMISSION TO FULFILL THE UNEXPIRED TERM OF DAVID FOX AND EXTEND IT TO A FULL THREE YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON JANUARY 31, 2027.

5. Appointment to the Kingsport Higher Education Commission (AF-368-2023) (Mayor Shull)

REAPPOINT DR. MARYLEE DAVIS TO THE KINGSFORT HIGHER EDUCATION COMMISSION FOR A FOUR YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 30, 2027.

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

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

1. November 20, 2023 - Work Session

2. November 21, 2023 - Business Meeting

Passed: All present voting "aye."

VIII. PUBLIC HEARINGS

1. Consideration of an Ordinance to Amend Zoning of 1506 Lynn Garden Drive from the R-1B, Residential District to the B-3, Highway Oriented Business District (AF-362-2023) (Ken Weems)

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG LYNN GARDEN DRIVE FROM THE R-1B, RESIDENTIAL DISTRICT TO THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, December 5, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

2. **Conduct the Six Month Plan of Services Update for the Shipp Springs Annexation and the Annual Plan of Services Update for the Fieldcrest and Cherry Knoll Annexations (AF-363-2023) (Ken Weems)**

COMMENT

Mayor Shull invited citizens in attendance to speak. Joshua Gibbons commented on the upcoming BMA election and the police department. There being no one else coming forward, the mayor closed the public comment section.

IX. BUSINESS MATTERS REQUIRING FIRST READING

1. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-364-2023) (Chris McCartt)**

Motion made by Alderman Montgomery, 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."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of an Ordinance to Amend Zoning of Tax Map 076, Parcel 020.00 Located Along Tidewater Court from the A-1, Agricultural District and B-4P, Planned Business District to M-1R, Light Manufacturing Restricted District (AF-349-2023) (Jessica McMurray)**

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

ORDINANCE NO 7129 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG TIDEWATER COURT FROM THE A-1, AGRICULTURAL DISTRICT AND B-4P, PLANNED BUSINESS DISTRICT TO M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

2. **Consideration of an Ordinance to Amend Zoning of Tax Map 029F, Group B, Parcels 009.00, 012.00, 014.00 and 027.00 Located Along Granby Road from the R-1B, Residential District to the R-3, Low Density Apartment District (AF-350-2023) (Jessica McMurray)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, December 5, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

ORDINANCE NO 7130 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG GRANBY ROAD FROM THE R-1B, RESIDENTIAL DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets (AF-356-2023) (David Frye)**

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

ORDINANCE NO 7131 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

XI. OTHER BUSINESS

- 1. Consideration of a Resolution to Amend Vacation Policy (#14) (AF-370-2023) (Tyra Copas)**

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-121 A RESOLUTION AMENDING RESOLUTION NO. 2021-023, VACATION LEAVE POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

- 2. Consideration of a Resolution Awarding the High Bid for City Owned Surplus Real Property Located at 1261 Sullivan Court East (AF-371-2023) (Lisa Winkle)**

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

RESOLUTION NO. 2024-122 A RESOLUTION APPROVING THE SALE FOR A PARCEL OF SURPLUS REAL PROPERTY 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 Approving a Sealed Proposal from Assured Partners for Excess Workers' Compensation Insurance Coverage (AF-372-2023) (Kristen Hodgson)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, December 5, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-123 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GRAY INSURANCE COMPANY AND MIDWEST EMPLOYERS CASUALTY COMPANY THROUGH ASSURED PARTNERS FOR EXCESS WORKERS' COMPENSATION INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 4. Consideration of a Resolution Amending the Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same (AF-373-2023) (Chris McCartt)**

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

RESOLUTION NO. 2024-124 A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT CONTRIBUTION AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

- 5. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Friends in Need, Inc. for CDBG Funding in Fiscal Year 2023-2024 (AF-360-2023) (Michael Price)**

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

RESOLUTION NO. 2024-125 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FRIENDS IN NEED HEALTH CENTER, INC. FOR COMMUNITY DEVELOPMENT BLOCK FUNDING IN FISCAL YEAR 2023-2024

Passed: All present voting "aye," except for Alderman Cooper who abstained.

- 6. Consideration of a Resolution Awarding the Bid for the Johnson Elementary School HVAC Replacement Project to S.B. White Company, Inc., and Authorizing the Mayor to Sign All Necessary Documents (AF-357-2023) (David Frye)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, December 5, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-126 A RESOLUTION AWARDING THE BID FOR THE JOHNSON ELEMENTARY SCHOOL HVAC REPLACEMENT PROJECT TO S.B. WHITE COMPANY, 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."

7. Consideration of a Resolution Changing Certain Meeting Dates for Work Session and Business Meetings of the Board of Mayor and Aldermen (AF-358-2023) (Chris McCartt)

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

RESOLUTION NO. 2024-127 A RESOLUTION CHANGING CERTAIN WORK SESSIONS AND BUSINESS MEETINGS OF THE BOARD OF MAYOR AND ALDERMEN IN JANUARY, JULY AND SEPTEMBER, 2024 IN ACCORDANCE WITH ARTICLE III, SECTION 7 OF THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

XII. CONSENT AGENDA None.

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt commented on the successful Christmas parade last Saturday in spite of the weather and stated his appreciation for staff continuing to work in the rain. He pointed out it showcased the City's first fire truck and noted the many great things happening downtown.

2. Mayor and Board Members

Alderman Montgomery applauded those involved in the Christmas tree effort. He commented that the recent "backing the police" efforts is now moving across the state. He mentioned December 7th is the KOSBE awards where the winners will be announced. Alderman Olterman commented on both girls and boys basketball at DB. He thanked his wife and daughter for all the sacrifices they have made. Alderman Duncan also mentioned the parade, thanking police, fire, public works as well as the Chamber and DKA and pointing out there were lots of people there. He stated there will be a laser Light show at Bays Mountain on December 9 as well as other activities, but you must preregister. Alderman Cooper thanked the sponsors of the parade,

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, December 5, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

including the Bank of Tennessee, Eastman Credit Union, Lamplight Theatre and Memories Matter photo booth. She commended the police and public works for their presence as well. She thanked Alderman Phillips for the bagpipes and listed details on upcoming Christmas events: Friday in Centennial Park the DB jazz band and drums will perform along with snow and followed by a fundraiser for Friends in Need at the Taphouse. Saturday in Glen Bruce Park there will be Lamplight carolers, Santa and the Grinch. Scrinch the Musical will run at Lamplight the rest of the month as well. Lastly, she commented on her "Support the Police" yard sign. Vice-Mayor George mentioned the Hop and Shop this Thursday and encouraged everyone to shop local. Mayor Shull referenced the gentleman who commented earlier, pointing out many officials have been elected multiple times and that wouldn't happen if they weren't doing a good job. He stated Kingsport is a safe community and that the Police Department shares statistics regularly and responds to citizen complaints.

XIV.ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:54 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets.

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

Action Form No.: AF-387-2023
Work Session: December 18, 2023
First Reading: December 19, 2023
Final Adoption: January 16, 2024
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2024 budget amendment number six at their meeting on December 12, 2023. This amendment transfers funds budgeted in the General Purpose School Fund for Instructional Design Specialists of \$693,400 and funds budgeted for student and teacher computer purchases of \$618,022 to the budget for Fund Transfers. These funds will be transferred to the General Project Fund to provide funds for the Lincoln and Johnson HVAC Replacement projects. This will replace ESSER funds that were previously funding a portion of these projects. The ESSER funds will now be used to fund the Instructional Design Specialists and the student and teacher computer purchase.

The General Project Fund, Schools HVAC Replacement project (GP2302) will be increased by \$1,311,422, for a revised total of \$6,777,317.

Attachments:

- 1. Ordinance
- 2. BOE Budget Amendment Number Six – FY 2024

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

ORDINANCE NO. _____

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

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

SECTION I. The General Purpose School Fund will be amended by decreasing the appropriations for the salaries and benefits the Instructional Design Specialists by \$693,400; the appropriation for student and teacher computers by \$618,022 and by increasing the appropriations for Fund Transfers by \$1,311,422. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Schools HVAC Replacements project (GP2302) by \$1,311,422.

Fund 141: General Purpose School Fund

<u>Expenditures:</u>	\$	\$	\$
141-7161-711-0722 Reg Ed Instructional Equip	1,120,000	(618,022)	501,978
141-7250-781-0189 Reg Ed Sup-Other Salaries	773,100	(539,300)	233,800
141-7250-781-0201 Reg Ed Sup-Social Security	137,700	(31,200)	106,500
141-7250-781-0204 Reg Ed Sup-St Retirement	201,100	(40,600)	160,500
141-7250-781-0206 Reg Ed Sup-Life Insurance	4,300	(1,000)	3,300
141-7250-781-0207 Reg Ed Sup-Health Ins	298,000	(72,800)	225,200
141-7250-781-0209 Reg Ed Sup-L-T Disability	3,000	(700)	2,300
141-7250-781-0210 Reg Ed Sup-Unemployment	1,700	(500)	1,200
141-7250-781-0212 Reg Ed Sup-Medicare	32,400	(7,300)	25,100
141-7950-881-0590 Fund Transfers	2,899,895	1,311,422	4,211,317
<i>Totals</i>	5,471,195	0	5,471,195

Fund 311: General Project Fund

School HVAC Replacement Project (GP2302)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	5,465,895	1,311,422	6,777,317
<i>Total:</i>	5,465,895	1,311,422	6,777,317

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	5,202,395	1,311,422	6,513,817
311-0000-601-2023 Architect/Engineering Serv	263,500	0	263,500
<i>Total:</i>	5,465,895	1,311,422	6,777,317

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

ATTEST:

PAT W. SHULL, Mayor

APPROVED AS TO FORM:

ANGELA MARSHAL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

December 12, 2023

**KINGSPORT CITY SCHOOLS
FISCAL YEAR 2023-2024
BUDGET AMENDMENT NUMBER SIX**

LINCOLN/JOHNSON HVAC PROJECTS AND ESSER FUNDS

At the October Board of Education meeting, the Board approved the bids for the Lincoln and Johnson HVAC replacements. These projects were being partially funded with \$1,311,422 of ESSER 3 funds. The ESSER funds were only going to pay for equipment and not labor, therefore the bid documents did not specify that Davis-Bacon wages would be required. It has recently been discovered that if any portion of the projects are funded with federal funds, Davis-Bacon wages will apply.

Since the bids did not specify Davis-Bacon wages, the ESSER funds that have been allocated to these projects need to be replaced with local funds. After consulting with the State Department of Education, we have determined that some items currently budgeted in the General Purpose School Fund can be funded with ESSER funds. This will free up local funds that can be used to fund the HVAC replacement projects.

The items and their associated cost that have been identified to be funded with ESSER funds are:

Instructional Design Specialists	\$693,400
Student One to One Computers	\$500,000
Teacher Classroom Computers	\$118,022

GENERAL PURPOSE SCHOOL FUND

EXPENSES TO BE RECLASSIFIED TO ESSER 3

It has been determined the Instructional Design Specialists, the One to One student computer purchase, and teacher classroom computer purchases that are budgeted in the FY 24 General Purpose School Fund are eligible to be funded with ESSER funds. This will allow the funds that have been budgeted for these expenses to be moved to a Fund Transfer line item to be transferred to the General Project Fund to fund the Lincoln and Johnson HVAC replacement projects.

It is recommended that the appropriations for the salaries and benefits budgeted for the Instructional Design Specialists of \$693,400, the Instructional Equipment funds budgeted for student and teachers computer purchases of \$618,022 be decreased by a total of \$1,311,422. It is also recommended that the appropriation for Fund Transfers be increased by \$1,311,422 and that these funds be transferred to the HVAC Replacement Project in the General Project Fund.

GENERAL PROJECT FUND

SCHOOLS HVAC REPLACEMENT PROJECT

The replacement of the HVAC systems at Lincoln and Johnson Elementary Schools has a total cost of \$6,777,317. There is local current funding in place of \$5,465,895. An additional amount of \$1,311,422 will be provided from the General Purpose School Fund. These funds will replace the ESSER funds that had previously been allocated to this project.

It is recommended that the Schools HVAC replacement project be amended by increasing the estimated revenue for Transfers from the School Fund and be increasing the appropriations for Construction Contracts by \$1,311,422.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of 1506 Lynn Garden Drive from the R-1B, Residential District, to the B-3, Highway Oriented Business District.

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

Action Form No.: AF-362-2023
Work Session: December 4, 2023
First Reading: December 5, 2023
Final Adoption: December 19, 2023
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

Approve ordinance amending the zoning ordinance to rezone 1506 Lynn Garden Drive from the R-1B, Residential District, to the B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 0.5 acres located at 1506 Lynn Garden Drive from the R-1B zone to the B-3 zone. The purpose of the rezoning is to facilitate conversion of the existing building contained in the rezoning area into a climate controlled indoor storage facility. One public comment has been received for this item. The comment was supportive of the rezoning effort. During their November 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 7-0. The notice of public hearing was published on November 20, 2023.

Attachments:

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

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG LYNN GARDEN DRIVE FROM THE R-1B, RESIDENTIAL DISTRICT TO THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Lynn Garden Drive from the R-1B, Residential District to the B-3, Highway Oriented Business District in the 12th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at the westerly side of U.S. 23 with the northerly side of Dellwood Street, corner for Lot 1. Thence with the said westerly side of U.S. Highway 23, N. 2° 7' W., 150.03 feet to the corner of Lots 3 and 4. Thence with the divisional line between Lots 3 and 4, westerly 146.68 feet to a point. Thence with a new line running across Lots 1, 2, and 3, S. 1° 10' E, 150 feet to the northerly side of Dellwood St and the divisional line of Lot 1 N 88° 50' E., 149.3 feet to the BEGINNING, and being part of Lots 1, 2 and 3 in Block 1 of Forest Hills Addition to Kingsport, Tennessee, as shown on map dated March 31, 1931, by Hugh E. Alley, of record in the register's office for Sullivan County at Blountville, Tennessee in Map Book 1.

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 Adjustment Ordinance for Various Funds in FY24

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

Action Form No.: AF-364-2023
Work Session: December 4, 2023
First Reading: December 5, 2023
Final Adoption: **December 19, 2023**
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
The General Projects-Special Revenue Fund is being amended by appropriating a museum grant received from the State of Tennessee in the amount of \$75,000 to the Farmstead Museum project (NC2413) and by transferring Visitor Enhancement Funds to the Allandale Improvements project (NC2217) in the amount of \$50,000 and to the Athletic Field Improvements project (NC2414) in the amount of \$100,000.

The Aquatic Center Project Fund is being amended by appropriating \$53,241 from the Visitors Enhancement Fund to the KAC Miscellaneous project (AQ2403).

The Water Project Fund is being amended by appropriating TDOT Funding in the amount of \$42,900 to the Horse Creek Area Upgrades project (WA2404) and by transferring \$35,000 from the Horse Creek Area Upgrades project (WA2404) to the Main St WL Replacement project (WA1901).

The Sewer Project Fund is being amended by transferring \$1,000,000 from the WWTP Electric Upgrades project (SW2206) and \$32,610 from the I&I Upg-Garden/Industry Dr project (SW2306) for a total of \$1,032,610 to the Collection System Upgrades project (SW2409), and by transferring \$38,646 from the Sewer Line Improvement project (SW2301) to the Reedy Creek Trunkline project (SW2205).

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 General Projects-Special Revenue Fund be amended by appropriating a museum grant received from the State of Tennessee in the amount of \$75,000 to the Farmstead Museum project (NC2413) and by transferring Visitor Enhancement Funds to the Allandale Improvements project (NC2217) in the amount of \$50,000 and to the Athletic Field Improvements project (NC2414) in the amount of \$100,000.

SECTION II. That the Aquatic Center Project Fund be amended by appropriating \$53,241 the Visitors Enhancement Fund to the KAC Miscellaneous project (AQ2403).

SECTION III. That the Water Project Fund be amended by appropriating TDOT Funding in the amount of \$42,900 to the Horse Creek Area Upgrades project (WA2404) and by transferring \$35,000 from the Horse Creek Area Upgrades project (WA2404) to the Main St WL Replacement project (WA1901).

SECTION IV. That the Sewer Project Fund be amended by transferring \$1,000,000 from the WWTP Electric Upgrades project (SW2206) and \$32,610 from the I&I Upg-Garden/Industry Dr project (SW2306) for a total of \$1,032,610 to the Collection System Upgrades project (SW2409), and by transferring \$38,646 from the Sewer Line Improvement project (SW2301) to the Reedy Creek Trunkline project (SW2205).

Account Number/Description:
General Projects-Special Revenue Fund: 111
Farmstead Museum (NC2413)

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	75,000	75,000
Total:	0	75,000	75,000
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.90-03 Improvements	0	75,000	75,000
Total:	0	75,000	75,000

Allandale Improvements (NC2217)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	285,000	0	285,000
111-0000-391.01-00 From General Fund	204,486	0	204,486
111-0000-391.69-00 Visitors Enhancement Fund	0	50,000	50,000
Total:	489,486	50,000	539,486

Expenditures:

111-0000-601.20-22 Construction Contracts	446,435	0	446,435
111-0000-601.20-23 Arch/Eng/Landscaping Serv	34,045	50,000	84,045
111-0000-601.90-04 Equipment	9,006	0	9,006
Total:	489,486	50,000	539,486

Athletic Field Improvements (NC2414)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.69-00 Visitors Enhancement Fund	0	100,000	100,000
Total:	0	100,000	100,000

Expenditures:

111-0000-601.90-03 Improvements	0	100,000	100,000
Total:	0	100,000	100,000

Account Number/Description:

Visitors Enhancement Fund: 135

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
135-1015-405.90-03 Improvements	478,050	(203,241)	274,809
135-4804-481.70-35 To Gen Proj-Special Rev	0	150,000	150,000
135-4804-481.70-39 Aquatic Center Fund	0	53,241	53,241
Total:	478,050	0	478,050

Account Number/Description:

Aquatic Center Fund: 419

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
419-0000-391.69-00 Visitors Enhancement Fund	0	53,241	53,241
Total:	0	53,241	53,241

Expenditures:

419-6996-686.70-09 Aquatics Project Fund	0	53,241	53,241
Total:	0	53,241	53,241

Account Number/Description:

Aquatics Project Fund: 459
KAC Miscellaneous (AQ2403)

Revenues:

459-0000-391.37-00 From Aquatic Center

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 146,759	\$ 53,241	\$ 200,000
Total:	146,759	53,241	200,000

Expenditures:

459-0000-629.90-03 Improvements

	\$	\$	\$
	146,759	53,241	200,000
Total:	146,759	53,241	200,000

Account Number/Description:

Water Project Fund: 451
Horse Creek Area Upgrades (WA2404)

Revenues:

451-0000-331.90-00 Dept of Transportation
 451-0000-391.05-72 GO Bonds Series 2023

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 0	\$ 42,900	\$ 42,900
	500,000	(35,000)	465,000
Total:	500,000	7,900	507,900

Expenditures:

451-0000-605.20-23 Arch/Eng/Landscaping Serv
 451-0000-605.90-03 Improvements

	\$	\$	\$
	0	42,900	42,900
	500,000	(35,000)	465,000
Total:	500,000	7,900	507,900

Main St Waterline Replacement (WA1901)

Revenues:

451-0000-391.05-47 Series 2017 B GO Bonds
 451-0000-391.05-48 GO Bonds Series 2018 B
 451-0000-391.05-56 Series 2019 GO Improve
 451-0000-391.05-69 GO Bonds Series 2021
 451-0000-391.05-72 GO Bonds Series 2023
 451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 17,829	\$ 0	\$ 17,829
	1,149,252	0	1,149,252
	129,482	0	129,482
	5,044	0	5,044
	0	35,000	35,000
	458,786	0	458,786
Total:	1,760,393	35,000	1,795,393

Expenditures:

451-0000-605.20-20 Professional/Consultant
 451-0000-605.90-01 Land
 451-0000-605.90-03 Improvements

	\$	\$	\$
	0	35,000	35,000
	2,000	0	2,000
	1,758,393	0	1,758,393
Total:	1,760,393	35,000	1,795,393

Item X2.

Account Number/Description:

Sewer Project Fund: 452

WWTP Electric Upg (SW2206)

Revenues:

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

Expenditures:

	\$	\$	\$
452-0000-601.20-23 Arch/Eng/Landscaping Serv	1,600,000	(1,000,000)	600,000
Total:	1,600,000	(1,000,000)	600,000

I&I Upg-Garden/Industry Dr (SW2306)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-337-16-23 American Rescue Plan	1,246,650	0	1,246,650
452-0000-391.05-69 GO Bonds Series 2021	2,363,350	(32,610)	2,330,740
Total:	3,610,000	(32,610)	3,577,390

Expenditures:

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	357,800	(32,582)	325,218
452-0000-606.90-03 Improvements	3,252,200	(28)	3,252,172
Total:	3,610,000	(32,610)	3,577,390

Collection System Upgrades (SW2409)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	0	32,610	32,610
452-0000-391.05-72 GO Bonds Series 2023	0	1,000,000	1,000,000
Total:	0	1,032,610	1,032,610

Expenditures:

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	0	150,000	150,000
452-0000-601.90-03 Improvements	0	882,610	882,610
Total:	0	1,032,610	1,032,610

Sewer Line Imp (SW2301)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	32,401	(32,401)	0
452-0000-391.42-00 From Sewer Fund	279,670	(6,245)	273,425
Total:	312,071	(38,646)	273,425

Expenditures:

	\$	\$	\$
452-0000-606.90-01 Land	10,000	(9,983)	17
452-0000-606.90-26 Sewer Extensions	10,000	(10,000)	0
452-0000-606.90-27 Sewer Taps	30,000	(18,663)	11,337
452-0000-606.90-28 Sewer Improvements	262,071	0	262,071
Total:	312,071	(38,646)	273,425

Reedy Creek Trunk Line (SW2205)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	0	32,401	32,401
452-0000-391.05-69 GO Bonds Series 2021	1,000,000	0	1,000,000
452-0000-391.42-00 From Sewer Fund	0	6,245	6,245
Total:	1,000,000	38,646	1,038,646
<u>Expenditures:</u>	\$	\$	\$
452-0000-601.20-23 Arch/Eng/Landscaping Serv	1,000,000	38,646	1,038,646
Total:	1,000,000	38,646	1,038,646

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 Resolution to Enter into an Agreement with CDM Smith Inc. for Phase One of the Stormwater Master Plan

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

Action Form No.: AF-333-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Will Stallard
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution

Executive Summary:
Qualifications were received on August 10, 2023 for several American Rescue Plan (ARP) projects including the Stormwater Master Plan. The Stormwater Master Plan will establish a road map for the Stormwater Utility to address programmatic changes required to meet regulatory compliance, as well as identifying system improvements necessary to meet the City’s customer service expectations. Additionally, the Plan will reevaluate the current stormwater fee structure and recommend changes (if any) necessary to meet operations, maintenance and capital improvements for the near term.

City staff reviewed all submitted qualifications and recommend awarding the contract to CDM Smith Inc. in the amount of \$167,500 in accordance with the attached proposal. The project is funded with ARP grant funds. Project funding will reside in ST2302.

- Attachments:**
1. Resolution
2. CDM Smith Proposal

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH CDM SMITH FOR PHASE 1 OF THE KINGSPORT STORMWATER MASTER PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, proposals were opened on August 10, 2023, for Phase 1 of the Stormwater Master Plan; and

WHEREAS, Phase 1 consists of a long-range Stormwater Master Plan focusing to improve water quality within the city through regulatory compliance, reduction of known contaminants that are causing stream impairments, and working towards the de-listing of streams designated as impaired by the State; and

WHEREAS, upon review of the bids, the board finds CDM Smith 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 an agreement for professional consulting services with CDM Smith at an estimated cost of \$167,500.00; and

WHEREAS, funding is available in ST2302.

Now therefore,

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

SECTION I. That the proposal for Phase 1 of the Stormwater Master Plan is awarded to CDM Smith, at an estimated cost of \$167,500.00.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Professional Consulting Agreement with CDM Smith for Phase 1 of the Stormwater Master Plan, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



1100 Marion Street, Suite 300
Knoxville, Tennessee 37921
tel: 865 963-4300
fax: 865 524-5311

December 8, 2023

Mr. Will Stallard
Civil Engineer
City of Kingsport
Utilities Department
20 West Industry Drive
Kingsport, TN 37660

Subject: Proposal for Professional Services for Stormwater Master Plan – Phase 1

Dear Will:

Background

In 2011, the City's Stormwater Advisory Committee reached consensus on the recommendation for implementing a stormwater utility fee and enhanced stormwater management program. The Stormwater Utility is responsible for the operation, construction, maintenance, and rehabilitation of stormwater facilities; for stormwater system planning, property acquisition related to stormwater management, and for review of stormwater development plans for compliance with federal and state regulations, stormwater management ordinances, policies, procedures and manuals.

Much of the focus of the Stormwater Utility since implementation has been to address known and frequent flooding issues. To date, most of the original flooding issues have been resolved by the Utility, although sporadic instances of flooding still persist. An on-going focus of the Utility is to improve water quality within the City through regulatory compliance, reduction of known contaminants that are causing stream impairments, and working towards the de-listing of streams designated as impaired by the State.

The City wishes to embark on the development of a long-range stormwater master plan to serve as a roadmap for future initiatives. This scope and fee represent Phase 1 of this effort to include recommendations for business planning, operations, and capital needs development.

Scope of Services

Task 1 – Project Kickoff Meeting

At the project kickoff meeting, CDM Smith (CONSULTANT) will work with the City of Kingsport (CITY) staff to establish the goals and objectives of the project, review the project scope items, develop the overall project schedule, as well as discuss project data needs from the CITY. The anticipated outcome of the meeting will be the establishment of a framework for the Master Plan, which will include recommendations for Business Planning, Operational Improvements and Capital Project Development.





Mr. Will Stallard
December 8, 2023
Page 2

The CITY will provide a primary point of contact and a listing of staff relevant to this project. The meeting will be conducted in person. CONSULTANT will provide a meeting summary with action items for team members within two weeks following the meeting.

Task 2 – Data Collection and Analysis

Following the project kickoff meeting, the CONSULTANT will work with the CITY to provide relevant information regarding the current stormwater program as well as accomplishments of the program since stormwater utility implementation. The CONSULTANT will use the reports and data from, and build upon, information provided by the CITY on existing expenditures, fiscal budgets, existing procedures and workflows, water quality needs based on NPDES and/or TMDLs and other available existing documents to help define existing and potential future program needs. The CONSULTANT will submit a request to the CITY for additional information to understand the CITY's system, the stormwater activities, and associated services currently provided by the CITY. This information may include:

- Existing NPDES Phase II permit and any correspondence from TDEC;
- Existing ordinances and studies (comprehensive plans, master plans, etc.);
- Water quality information on impairments for streams and rivers;
- CITY records documenting water quality and/or flooding complaints, such as monitoring information and work orders;
- Geographic Information System (GIS) inventories of stormwater facilities maintained by the CITY along with available condition data, parcels, sanitary sewer system, septic areas, land use, zoning, elevation data (DEM/las), Stormwater Control Measure (SCMs), greenways/parks, and current aerials;
- Most recent, parcel-level impervious area information;
- Stormwater utility billing file(s) and summaries of recent revenues from the fee;
- Stormwater program expenditures;
- Existing organizational structure and responsibilities by activities and department;
- Existing operations and maintenance (O&M) activities;
- Listing of known capital project needs and capital improvement projects for other departments (transportation, water, and sewer).



Mr. Will Stallard
December 8, 2023
Page 3

Task 3 – Stormwater Program Operational Assessment

CONSULTANT will facilitate a meeting with appropriate CITY staff to understand current staff levels, processes and procedures to perform Operations and Maintenance on the stormwater system. This effort seeks to identify operational improvements to provide a better level of service to customers. Items to be reviewed include:

- Work order system
- Stormwater asset inventory (including plans for future development)
- Any SOPs for maintenance practices
- Policies related to level and extent of service
- Maintenance practices, including routine and reactive activities
- Staffing levels and cost of service

CONSULTANT will collaborate with CITY staff on the development of a Peer City Survey to benchmark the CITY's current operations against other similar programs. Questions will be developed to understand how other cities provide their services and to determine best practices/trends related to extent of service (such as maintenance responsibilities by departments, services outside of the ROW, etc.). CONSULTANT will survey up to 5 stormwater programs seeking responses to the identified questions. CONSULTANT will summarize the results of the survey and present to the CITY for review.

CONSULTANT will prepare a Technical Memorandum with recommended improvements for the O&M program. Topics are expected to include division of labor for maintenance responsibilities, asset management approaches, extent of service, frequency/approach to maintenance activities and programmatic changes necessary to achieve the CITY's vision.

Task 4 – Stormwater Utility Review

CONSULTANT will facilitate a meeting with CITY staff to review the stormwater utility billing practices and billing file information obtained in Task 2. CONSULTANT seeks to understand the current process for billing, how billing file updates are made and what triggers them, what resources the CITY has available to perform updates, and determine recommended improvements to the process.

CONSULTANT will summarize relevant information from the SESWA Stormwater Utility Survey and the Western Kentucky Stormwater Utility Survey to demonstrate trends in the industry to determine if the CITY's current rate structure can/should be modernized.

CONSULTANT will perform a review of the CITY's existing stormwater utility billing file to determine if gaps exist from lack of routine updates. This review will include a visual assessment using GIS to determine if impervious area information matches recent aerials. CONSULTANT will also cross check information provided from the CITY regarding new development to validate if appropriate information is populated into the billing file. CONSULTANT will summarize any identified gaps but will not update the billing file through this scope of work.

CONSULTANT will summarize the results of the Stormwater Utility Review into a Technical Memorandum, which will include recommendations for Business Process Improvements.

Task 5 – Watershed Prioritization and Master Plan Framework Development

The CONSULTANT will review available information provided in Task 2 and perform preliminary analyses to develop a watershed prioritization to be used for study in future phase of this initiative.

Task 5.1 Hydrologic Evaluation

CONSULTANT will delineate the City into appropriately-sized subcatchments using existing GIS data, existing land use and automated tools within ArcPro to determine baseline estimated flows for each subcatchment throughout the City. The subcatchments will be delineated primarily along blue-lined streams and at major junction points in the system. The subcatchments will also account for significant changes in landuse. The resulting analysis will not be a detailed hydrologic model of the system, but will form the basis for comparison between subcatchments for prioritization purposes. This model will be enhanced in future phase of work when the City's GIS inventory can be incorporated. The following steps will be included in this analysis:

- Daily streamflow records from relevant USGS gauges will be reviewed for incorporation into the model database. These data will support the development of model boundary conditions and be used as validation of model performance.
- Topographic data, such as LiDAR or contours, will be used to delineate subcatchments. Discretization level will vary depending on local drainage conditions, with a target size of 40 acres per subcatchment.
- The 2016 National Land Cover Database (NLCD; www.mrlc.gov/data/nlcd-2016-percent-developed-imperviousness-conus), released in 2019, specifies percent imperviousness in urban areas at 30-m pixel resolution based on imagery with an average 2016 date. These data will be used to calculate imperviousness across the model domain. If the City has updated or more detailed Land Use data, that data will be reviewed and used as needed to develop runoff parameters.
- The Natural Resources Conservation Service (NRCS) Soil Survey Geographic database (SSURGO) will be used to estimate surficial infiltration parameters. Surficial infiltration will generally be estimated from near-surface data (e.g., 0-15 cm, the first 6 inches).

- This scope assumes no field data verification will be required by the CONSULTANT. If available and appropriate, pipe locations and sizes from the City's existing GIS will be used to incorporate major drainage features.

CONSULTANT will develop SWMM runoff parameters for each subcatchment based on topography and land use. These include subcatchment width (hydrograph shape), initial abstraction, roughness and slope. The model will be sufficient to compare flow generation throughout the CITY. Development of a full hydraulic model to assess channel and pipe capacity is not included in this level of effort.

Task 5.2 Water Quality Evaluation

CONSULTANT will perform a desktop assessment of water quality conditions in Kingsport to identify potential pollutants of concern, sources and trends. Water quality information will be gleaned from existing CITY and/or State data, such as the NDPEs permit, TMDL reports, State water quality reports, available monitoring data and available stream assessment reports. GIS will be utilized to organize the data and perform the assessments within a spatial framework. Up to 6 parameters will be considered for data capture and assessment, including such items as land use, undeveloped land, impervious area, stream/drainage density, impaired stream listings, TMDLs, density of highly visible pollutant sources (HVPSs) and industrial facilities, density of environmentally sensitive lands, and existing water quality. CONSULTANT will seek concurrence from the CITY on the list of parameters before proceeding with the work.

CONSULTANT will prepare a summary table and graphics using associated GIS files of watersheds with statistics on the parameters above. The results will be used to complete Task 5.3.

Task 5.3 Watershed Prioritization and Framework Development

CONSULTANT will develop a framework for master plan development using information collected as part of Task 2 along with the initial analysis performed as part of Task 5 and knowledge gained from Task 3 and 4. The framework will address data gaps determined from Task 2 and include an outline of the proposed approach for both water quantity and quality modeling along with process for project identification and prioritization based on analysis and information collected from previous Tasks along with discussions with the CITY staff.

It is anticipated that the master planning process will be implemented in a phased process. To aid with this implementation, CONSULTANT will perform a watershed prioritization using the results of the previous two sub-tasks. The criteria used for the prioritization will be discussed and agreed upon with CITY staff. The purpose of the prioritization is to identify the scope and scale of future watershed planning efforts under the City's Master Planning program. This prioritization will be used in conjunction with and to inform the framework to chart a path forward that will allow the CITY to implement a consistent citywide approach that is customized to meet the community needs.



Mr. Will Stallard
December 8, 2023
Page 6

Task 6 – Summary Report

The CONSULTANT will prepare a final draft report in “pdf” format summarizing the efforts defined in previous tasks and submit to the CITY for review. The report will summarize the contents of the Technical Memorandums identified above and provide recommendations for future phases of work to complete the Master Plan.

Following the review by the CITY, a meeting will be held to discuss the CITY’s comments. The CONSULTANT will incorporate the comments received on the final draft report into a final report to deliver to the CITY. The CONSULTANT will provide two bound hard-copies and one electronic copy in “pdf” format delivered on a flash drive.

Task 7 - Project and Quality Management and Meetings

Subtask 7.1 - Project Progress Meetings

The CONSULTANT will attend up to 3 progress meetings with the CITY to discuss the progress of the project. Key team members will attend in person while others may participate remotely. The CONSULTANT will prepare meeting notes of each meeting as appropriate. This task also includes internal team meetings.

Subtask 7.2 - Project Quality Management

The CONSULTANT maintains a quality management system (QMS) on all of CITY projects. An internal project planning and scope review meeting will be conducted at the start of the project. This action is required by CONSULTANT’s QMS guidelines. Technical specialist reviews are budgeted for and will be performed to review various submittals.

Subtask 7.3 - Project Schedule and Status Reports

The CONSULTANT will prepare and submit a project schedule identifying major tasks, duration, and task relationships. A schedule will be prepared for discussion at the kickoff meeting. A final project schedule shall be submitted within ten (10) days after the kickoff meeting. The CONSULTANT’s project manager will prepare and submit a monthly written status report and invoice for the anticipated duration of the project.

Data or Coordination Assistance Provided by the CITY

- 1.** The CITY shall designate individuals who will be responsible to coordinate information and schedule necessary meetings to facilitate transfer of information.
- 2.** The CITY will meet with the CONSULTANT as identified in the Tasks above to discuss program elements and initiatives.



Mr. Will Stallard
December 8, 2023
Page 7

Assumptions

1. Requests by the CITY for the CONSULTANT to update the stormwater utility billing file, impervious area files(s), or stormwater utility related ordinances are not included in this scope of services.
2. CONSULTANT will rely upon existing GIS data provided by the CITY to represent the stormwater system within the models. Field data collection efforts are not included in this scope of services.

Deliverables

The CONSULTANT will provide the following deliverables to the CITY:

1. Project notes and action items list from meetings.
2. Two Technical Memorandums summarizing the work completed in Task 3 and Task 4.
3. One digital copy of the Draft Report in “pdf” format.
4. Two bound hard-copies and one electronic copy in “pdf” format delivered on a flash drive of the Final Report.

Time of Completion

It is anticipated that the project will take 8 months to complete, starting within 10 days of receipt of a formal NTP and assuming all requested data is received within 60 days of the NTP. A detailed schedule will be submitted to the CITY within 14 days after receiving the NTP.

Payment and Compensation

The City of Kingsport shall compensate the CONSULTANT for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice.



Mr. Will Stallard
December 8, 2023
Page 8

The project total upper limit shall not exceed \$167,500 without written amendment to this authorization. An estimated breakdown of cost by task is provided for informational purposes below.

Task	Description	Budget
1	Kickoff Meeting	\$ 8,900
2	Data and Analysis	\$ 16,000
3	Operational Review	\$ 24,600
4	Utility Review	\$ 37,600
5	Prioritization	\$ 38,400
6	Report	\$ 30,700
7	Project Management	\$ 11,300
Project Total		\$ 167,500

CDM Smith looks forward to working with the City of Kingsport for the first phase of the Stormwater Master Plan project. Please contact me with any questions or need for any additional information.

Sincerely,

Daniel Unger, PE, PMP
Client Service Leader
CDM Smith Inc.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Sole Bid for City Owned Surplus Real Property Located at 2984 Ashley Street

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

Action Form No.: AF- 369-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Angie Marshall
Presentation By: Lisa Winkle

Recommendation:

Approve the resolution

Executive Summary:

This resolution will award the sole bid for the purchase of city owned surplus property located at 2984 Ashley Street, being more particularly described as Tax I.D. No: Control Map 0621, Group M, Parcel 015.00.

Prior to the publication of the invitation for bids, the Planning Commission voted to recommend declaring the parcel as surplus since no city department stated a need to retain it. The City Recorder has declared the parcel as surplus property.

The Ashley Steet property was purchased in 2015 for \$3,227.67 during a tax sale. The current tax appraisal is \$6,700. On October 4, 2023 an ad was placed in the Kingsport Times News requesting sealed bids for anyone interested in purchasing the parcel with a deadline of November 2, 2023 at 3:00 pm. The sole bid received was substantially lower than the City’s cost in acquiring the property. The City Recorder has negotiated with the sole bidder who wishes to amend his bid to \$2000.

Pursuant to Kingsport Code of Ordinances Section 2-570, the City Recorder hereby recommends the board award the sole bid submitted by Aaron Rose.

Attachments:

- 1. Bid opening minutes
- 2. Maps

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

Item XI2.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SALE OF A PARCEL OF SURPLUS REAL PROPERTY 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, the property at 2984 Ashley Street, being more particularly described as Tax I.D. No: Control Map 062I, Group M, Parcel 015.00 upon recommendation by the Planning Commission was deemed surplus by the City Recorder and an invitation for sealed bids was published in the Kingsport Times News on October 4, 2023; and

WHEREAS, the property was purchased in 2015 for \$3,227.67 during a tax sale and the current tax appraisal is \$6,700; and

WHEREAS, only one bid was received by the November 2, 2023 deadline which was considerably lower than the cost incurred by the City to acquire the property; and

WHEREAS, as only one bid was submitted in an amount considerably less than the cost incurred by the City to acquire the property the City Recorder negotiated with the bidder Aaron Rose who amended his bid to \$2,000.00; and

WHEREAS, the City Recorder recommends the board award the amended bid of Aaron Rose in the amount of \$2,000.00 for the property.

Now therefore,

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

SECTION I. That the amended bid for the property located at 2984 Ashley Street, being more particularly described as Tax I.D. No: Control Map 062I, Group M, Parcel 015.00, of Aaron Rose in the amount of \$2,000.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Purchase Agreement with of Aaron Rose for the sale of the real property located at 2984 Ashley Street, in the amount of \$2,000.00, and upon closing the conveyance of the property will be by quitclaim deed, without warranty.

SECTION III. That the mayor is further authorized to make such changes to the Purchase Agreement as approved by the mayor and the city attorney, provided such changes do not substantially alter the material provisions of the Purchase 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 public.

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Bid Opening Minutes for Surplus Properties

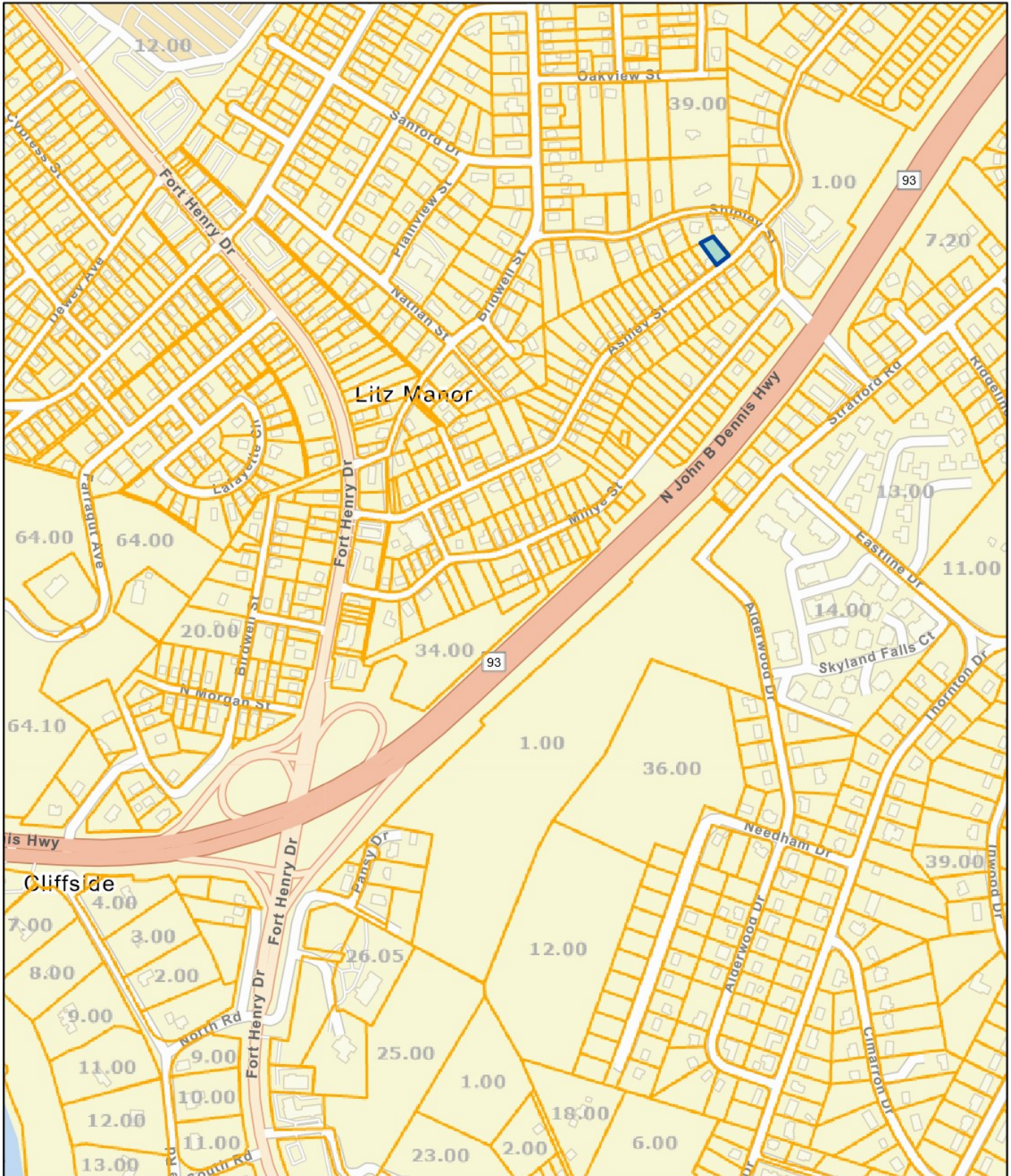
11/2/23 at 3:05 p.m.

City Hall, 415 Broad Street, Room 226

Present: Bart Rowlett, Lisa Winkle, Jessica Harmon Angie Marshall, Clifton Moody

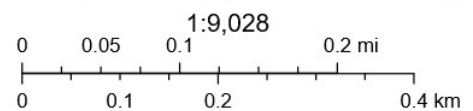
<u>ADDRESS</u>	<u>BIDDER</u>	<u>AMOUNT</u>
1000 GLOBE AVENUE	NO Bids Received	
2984 ASHLEY STREET	1. Aaron Rose	\$260.00
1261 SULLIVAN COURT EAST	1. Aaron Rose	\$2,600.00
	2. Mary Faulkner (Great Commission Church)	\$1,000.00
	3. Brooke & Clifton Moody	\$10,000.00

Sullivan County - Parcel: 062I M 015.00



Date: December 5, 2023

County: Sullivan
Owner: KINGSPORT CITY OF
Address: ASHLEY ST 2984
Parcel Number: 062I M 015.00
Deeded Acreage: 0
Calculated Acreage: 0.18
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2023

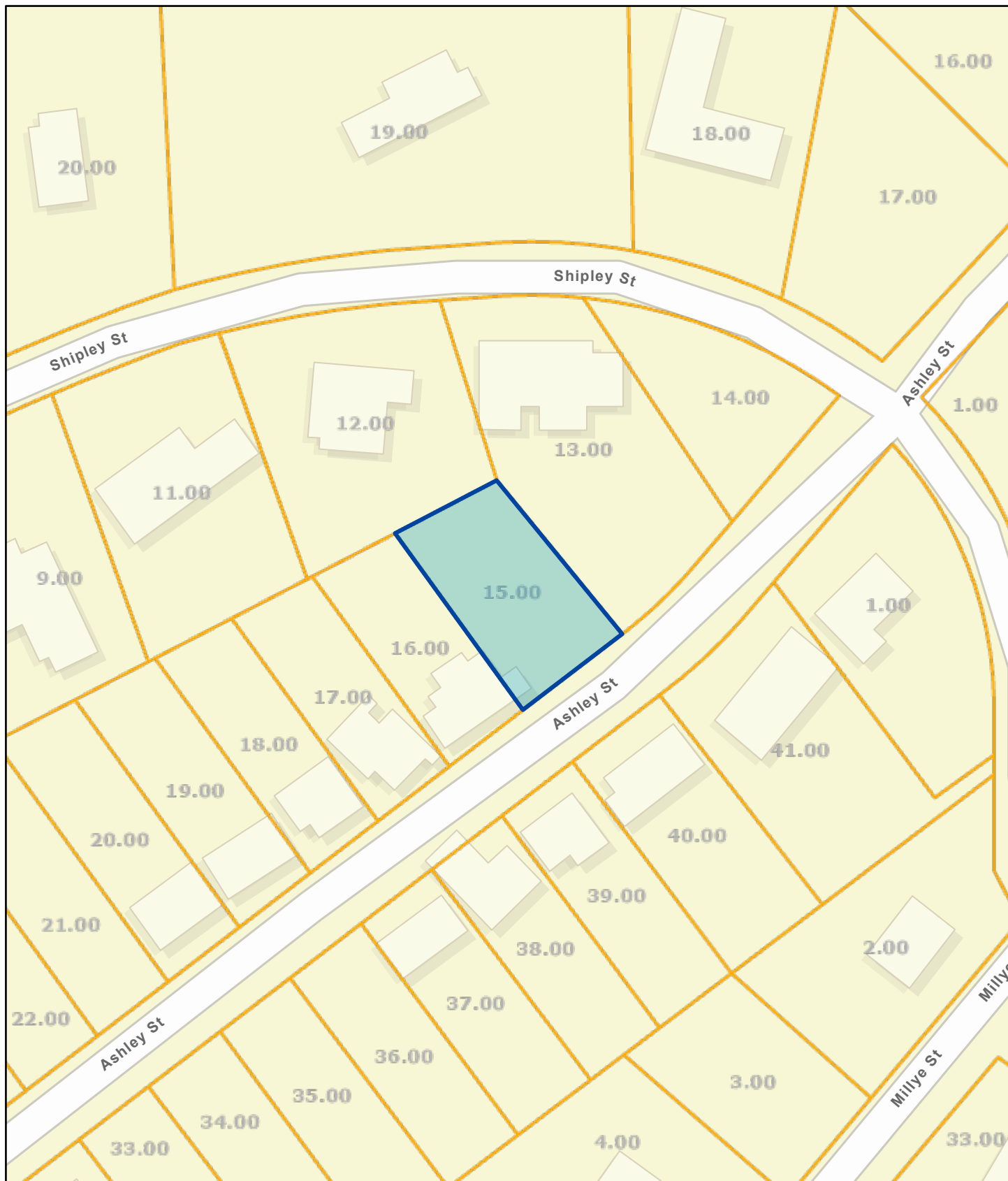


Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

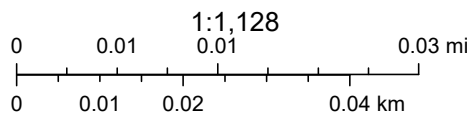
Item X12.

Sullivan County - Parcel: 062I M 015.00



Date: October 1, 2023

County: Sullivan
Owner: KINGSPORT CITY OF
Address: ASHLEY ST 2984
Parcel Number: 062I M 015.00
Deeded Acreage: 0
Calculated Acreage: 0.18
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2021



Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Item X12.



AGENDA ACTION FORM

Consideration of a Resolution to Renew Stop Loss Contract

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

Action Form No.: AF-377-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Michael Wessely
Presentation By: Tyra Copas

Recommendation:

Approve the Resolution to remain with current Stop Loss Carrier (VOYA).

Executive Summary:

Mark III Benefits presented 4 Stop Loss proposals for consideration for the 2024 calendar year (2 VOYA and 2 BCBST). The 4 proposals represent the least cost increase to the City. The proposed cost increases range from 1.86% to 21.29% and do not exclude any previous high dollar claims (lasers). The difference in the proposals are in relation to the specific deductible amount. Two proposals keep the specific deductible at \$150k and two proposals increase it to \$175k. In addition, the two VOYA proposals include the addition of Gene Therapy.

The specific deductible is the amount of expense the City incurs on a claim before Stop Loss begins to pay. Gene Therapy is a relatively new medical intervention that is extremely costly. Currently there are only a few gene therapy procedures that have been approved. However, the number of approved therapies is expected to increase significantly in the next few years as there are over 500 procedures waiting to be approved. These procedures can cost millions of dollars.

After careful consideration of all options, benefits administration recommends renewal with VOYA with an increase in the aggregate deductible to \$175k which represents a 1.86% increase in premiums.

Attachments:

1. Resolution
2. 2024 Stop Loss Renewal
3. Stop Loss History
4. Stop Loss Comparison

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

Item X13.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF A POLICY FOR STOP LOSS INSURANCE COVERAGE WITH VOYA RELIASTAR LIFE INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS FOR STOP LOSS INSURANCE AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

WHEREAS, in 2020, the city entered into an agreement for stop loss excess risk insurance for its self-funded health insurance plan with Voya's ReliaStar Life Insurance Company (Res. No. 2021-098); and

WHEREAS, the policy covered the period from January 1, 2021 through December 31, 2021 with an option to renew; and

WHEREAS, the city's benefits coordinator, Mark III, obtained three options from Voya ReliaStar Life Insurance Company for renewal of the city's stop loss excess risk insurance, and based upon current data, claims, and the options provided the board finds it is in the best interest and advantage to the city to retain stop loss excess risk insurance with an increase of the individual deductible to \$175,000.00.

Now therefore,

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

SECTION I. That the board approves and authorizes the renewal of the city's stop loss excess risk insurance with Voya's ReliaStar Life Insurance Company with an increase of the individual deductible to \$175,000.00.

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 contract for the renewal of the stop loss insurance coverage for the city's self-funded health insurance plan effective January 1, 2024, through December 31, 2024 with an increase of the individual deductible to \$175,000.00, 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 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

City of Kingsport Stop Loss Renewal 2023

Coverage	Average Number of Members	Current Voya \$150,000/125% Agg/Spec \$175,000	Renewal* Voya \$150,000/125% Agg/Spec \$175,000	Voya* \$175,000/125% Agg/Spec \$175,000	BCBST \$150,000/125% Agg/Spec \$175,000	BCBST \$175,000/125% Agg/Spec \$175,000
Specific Stop Loss Rate		\$85.03	\$101.48	\$84.09	\$96.02	\$86.93
Aggregate Stop Loss	698	\$2.75	\$3.00	\$3.33	\$2.86	\$2.86
Gene Therapy			\$1.99	\$1.99		
Total Monthly Premium		\$61,270.44	\$74,316.06	\$62,408.18	\$69,018.24	\$62,673.42
Total Annual Premium		\$735,245.28	\$891,792.72	\$748,898.16	\$828,218.88	\$752,081.04
Difference			\$156,547.44	\$13,652.88	\$92,973.60	\$16,835.76
Percent Chagne			21.29%	1.86%	12.65%	2.29%
ASL Attachment Rate		\$1,459.29	\$1,464.65	\$1,481.66	\$1,489.09	\$1,515.19
ASL Attachment Point		\$12,223,013.04	\$12,267,908.40	\$12,410,384.16	\$12,472,617.84	\$12,691,231.44

*Includes Gene Therapy

Stop Loss Historical Data 2019 - 2023

	2019	2020	2021	2022	2023		Total
Stop Loss Premiums Paid	\$470,486.18	\$492,189.92	\$560,418.00	\$617,067.72	\$735,771.93		\$2,875,933.75
Stop Loss Reimbursements	\$242,579.24	\$753,926.99	\$383,744.15	\$1,033,029.63	\$26,206.26		\$2,439,486.27
Difference	\$227,906.94	-\$261,737.07	\$176,673.85	-\$415,961.91	\$709,565.67		\$436,447.48
Claims exceeding 150k	3	6	3	5	4		21
Claims exceeding 175k	2	5	1	5	3		16

Average

4.2

3.2

2024 Stop Loss Comparison

Option 1	VOYA	Keep specific deductible at \$150K.
		Keep aggregate deductible at \$175k
Percent Increase:		21.29%
Premium Increase:		\$156,547.44
Increase in claim \$		\$0
Total \$ increase		\$156,547.44

Option 3	BCBST	Keep specific deductible at \$150K.
		Keep aggregate deductible at \$175k
Percent Increase:		12.65%
Premium Increase:		\$92,973.60
Increase in claim \$		\$0
Total \$ increase		\$92,973.60 #

Option 2	VOYA	Increase specific deductible to \$175K.
		Keep aggregate deductible at \$175k.
Percent Increase:		1.86%
Premium Increase:		\$13,652.88
Increase in claim \$		\$100,000.00 *
Total \$ increase		\$113,652.88

Option 4	BCBST	Increase specific deductible to \$175K.
		Keep aggregate deductible at \$175k.
Percent Increase:		2.29%
Premium Increase:		\$16,835.86
Increase in claim \$		\$100,000.00 *
Total \$ increase		\$116,835.86 #

* based on the number of claims from 2019 thru 2023 exceeding \$150k.

does not include gene therapy coverage.



AGENDA ACTION FORM

Consideration of a Resolution Awarding Bid for Construction of Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement to Morgan Contracting Inc. and Authorize Mayor to Sign All Applicable Documents

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

Action Form No.: AF-375-2023
 Work Session: December 18, 2023
 First Reading: N/A
 Final Adoption: December 19, 2023
 Staff Work By: Harris Darby
 Presentation By: Ryan McReynolds

Recommendation:
 Approve the Resolution

Executive Summary:
 Motor Control Center - 6 (MCC-6) controls pumps that are critical to the plant's activated sludge process. MCC-6 was installed in 1980. It has a single feeder and provides power to the return activated sludge (RAS) and waste activated sludge (WAS) pumping stations resulting in a single point of failure. The existing building does not have the ventilation necessary to keep electrical components cooled properly during summer months.

The project includes construction of properly ventilated building and replacement of MCC-6 with two new main-tie-main motor control centers interlocked with kirk keys. MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability. This project is necessary to maintain compliance, ensure reliability and improve operations and maintenance capabilities of the wastewater treatment plant electrical distribution equipment.

Bids were opened November 30, 2023 for the WWTP MCC6 Replacement project. CDM Smith and city staff reviewed the bids and recommend awarding the contract to the apparent low bidder Morgan Contracting Inc. in the amount of \$2,065,000. Project funding will reside in SW2407.

Base Bid: \$2,065,000.00
 Contingency (6%): \$ 123,900.00
Total Project Costs: \$2,183,900.00

- Attachments:**
1. Resolution
 2. Project Location Map
 3. Engineer's Recommendation
 4. Certified Bid Tabulation

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE WASTEWATER TREATMENT PLANT MOTOR CONTROL CENTER SIX REPLACEMENT PROJECT TO MORGAN CONTRACTING, 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

WHEREAS, bids were opened November 30, 2023 for the Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement project; and

WHEREAS, upon review of the bids, the board finds Morgan Contracting Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of properly ventilated building and replacement of MCC-6 with two new main-tie-main motor control centers interlocked with kirk keys. MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability, from Morgan Contracting, Inc. at an estimated construction cost of \$2,065,000.00; and

WHEREAS, funding is identified in project numbers SW2407.

Now therefore,

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

SECTION I. That the bid for the Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement project, consisting of construction of properly ventilated building and replacement of MCC-6 with two new main-tie-main motor control centers interlocked with kirk keys. MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability, at an estimated cost of \$2,065,000.00 is awarded to Morgan Contracting, Inc., and 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, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 19th day of December, 2023

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Final Bid Tabulation
 City of Kingsport WWTP MCC6 Replacement
 11/30/23 4:00 PM

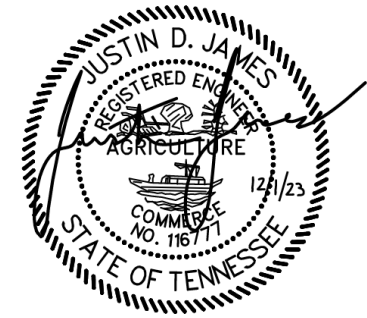
PART 1: BASE BID

Item No.	Description	Qty	Unit	Contractor	
				J. Cumby Construction	Morgan Contracting
1	Kingsport WWTP MCC 6 Replacement as specified herein	1	Lump Sum	\$2,613,000.00	\$2,065,000.00
TOTAL BASE BID PRICE (IN NUMBERS)				\$2,613,000.00	\$2,065,000.00

I hereby certify that this is a true and accurate copy of bids received.

Justin James, PE
 Engineer

116777
 TN License No.



Item X14.



1100 Marion Street, Suite 300
Knoxville, Tennessee 37921
tel: 865 963 4300

December 1, 2023

Mr. Harris Darby
Civil Engineer
City of Kingsport, Tennessee
130 Shelby Street
Kingsport, TN 37660

Subject: Kingsport WWTP MCC 6 Replacement Bid Evaluation

Dear Mr. Darby:

Bids for the City of Kingsport WWTP MCC 6 Replacement Project were received by the City of Kingsport at 4:00 p.m. local time on November 30, 2023, at City Hall, Conference Room 436, 415 Broad Street, Kingsport, Tennessee. As shown below, a total of two bids were received and opened for the project. A Certified Bid Tabulation of all bids is attached for your review. The bids are summarized as follows:

<u>Bidder</u>	<u>Total Bid Amount</u>
Morgan Contracting	\$2,065,000.00
J. Cumby Construction	\$2,613,000.00

The low lump sum bid for the project was submitted by Morgan Contracting, Inc. The difference in pricing and number of bids received is likely attributed to current market conditions as well as current contractor workload.

Upon review of the complete bid package, CDM Smith finds Morgan Contracting's credentials and previous work to be acceptable. **CDM Smith recommends Morgan Contracting, Inc. be awarded the project in the amount of \$2,065,000.00.**

Should you have any questions or need any additional information, do not hesitate to contact me at your convenience.

Sincerely,

Justin James, PE
Project Manager
CDM Smith Inc.

Item XI4.



Return Activated Sludge (RAS) & Waste Activated Sludge (WAS) Building Location



Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) Building



Motor Control Center (MCC) 6 – Installed in 1980 and single point of failure for critical process



Item X14.



AGENDA ACTION FORM

Consideration of a Resolution to Enter an Agreement with LDA Engineering for Engineering Design Services for the Pendragon Sanitary Lift Station Replacement Project

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

Action Form No.: AF-376-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Harris Darby
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The Pendragon sanitary sewer lift station serves the western portions of the Ridgefields neighborhood and was originally constructed in 1967. The station was added to the department’s capital improvement plan due to the condition and capacity concerns. LDA Engineering was contracted to assess the station and write a Preliminary Engineering Report (PER) identifying options for rehabilitation or replacement of the station. The PER recommended replacement of the station with a submersible style station as the most cost effective alternative. This agreement is for the detailed design of the replacement station as recommended in the PER.

City staff reviewed the attached proposal and recommend entering into an agreement with LDA Engineering in the amount of \$300,000 in accordance with the attached proposal. The project is funded by bond money. Project funding will reside in SW2204.

Attachments:

- 1. Resolution
- 2. Proposal from Engineer
- 3. Map

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH LDA ENGINEERING FOR DESIGN WORK RELATIVE TO THE REPLACEMENT OF THE PENDRAGON LIFT STATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Pendragon sanitary sewer lift station serves the western portions of the Ridgefields neighborhood and was originally constructed in 1967 and has since had condition and capacity concerns; and

WHEREAS, LDA Engineering was contracted to assess the station and write a Preliminary Engineering Report (PER) identifying options for rehabilitation or replacement of the station, and they recommended replacement of the station with a submersible style station as the most cost effective alternative; and

WHEREAS, the city would like to enter into an agreement for the detailed design of the replacement station as recommended in the PER in the amount of \$300,000.00, which will be funded by bond money.

WHEREAS, project funding will reside in SW2204.

Now therefore,

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

SECTION I. That an agreement with LED Engineering for the detailed design of the replacement station for the Pendragon Sanitary Lift Station, 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 LED Engineering for the detailed design of the replacement station for the Pendragon Sanitary Lift Station, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



LDA ENGINEERING

November 21, 2023

Ms. Niki Ensor
Water / Wastewater Utilities Director
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

RE: Proposal for Professional Engineering Services
Pump Station Design
Lift Station #120 - Pendragon

Dear Ms. Ensor,

We appreciate the opportunity to provide a proposal for your review. This proposal includes the engineering design of a new lift station to replace Station #120 (Pendragon).

PROJECT DESCRIPTION

The project consists of the design of a new Lift Station #120 and appurtenances adjacent to the existing station. It is our understanding that the new station can be constructed on the existing station property.

The proposed submersible station will be equipped with three new submersible chopper pumps, each capable of pumping 500 gpm. Two pumps will provide the station capacity of 1000 gpm, and a third pump will provide redundancy.

LDA will provide preliminary design, 90% design, and final design documents to the City for review and confirmation of the design. Final comments will be incorporated into the construction documents prior to bidding.

LDA proposes to perform the following scope of services:

Task 1 Engineering Design

Data Collection & Preliminary Design Phase

- LDA will collect any remaining existing sewer system or station information as well as the Flood insurance Rate Map (FIRMs) for the project area.
- Perform topographic survey of the station, including property boundaries, establish survey control points, base mapping, identifying all existing utility locations, and locating soil borings.

- The preliminary engineering report prepared for the station will be utilized as the basis of design for the new facility.
- LDA will meet with City staff and provide a preliminary design of the station which will include equipment lists and a preliminary cost estimate. LDA will meet with the City at this milestone to discuss project design.

Detailed Design Phase

- Detailed station design of the new submersible station will include an efficient wet well layout, pumping equipment, motor drives, VFDs, and pumping arrangement.
- Electrical design and specifications will be prepared for the station and site, including pull boxes, conduit, generator selection, and interconnection details.
- Foundation system design for support of the station
- Yard piping and valving
- Fencing, parking, lighting, and stormwater provisions
- Odor control measures (if deemed necessary)
- All critical equipment will be constructed a minimum of one foot above the 100-year flood elevation

Permitting

- Apply for TDEC construction general permit. A SWPPP will likely not be necessary due to the size of the project.
- If required, prepare temporary or permanent easements for the construction of the station.

Task 2 Bidding Phase Services

LDA proposes to:

- Distribute project plans and manual
- Answer questions submitted during the bidding phase
- Lead a pre-bid meeting and distribute minutes
- Prepare addenda, as necessary,
- Attend the bid opening, prepare a bid tabulation and provide a reward recommendation, prepare final contract documents.

Task 3 Engineering Services During Construction

- Conduct a pre-construction conference.

- Review contractor submittals and payment requests.
- Conduct monthly progress meetings for the duration of construction. LDA will prepare and distribute minutes of each progress meeting.
- Answer Contractor questions during construction.
- Perform periodic field visits.
- Assist in the preparation and execution of any construction change orders approved by the City.
- Attend a walk-through at substantial completion and prepare a punch list.
- Perform a final inspection of the site.

Task 4: Post Construction Services

LDA will provide the following post construction services:

- Provide record drawings in paper and digital (GIS) format for the proposed pump station utilizing survey data captured during construction and after final completion.
- Provide a 1-year warranty inspection report based upon the substantial completion date.

Task 5 Sub-Consultant

- Geotechnical exploration will be performed by a subconsultant within the location of the proposed station during the design phase. The geotechnical work will consist of sample collection and analysis and recommendations for design and construction.

EXCLUDED SERVICES

Although not a complete list of all services or potential services that will be excluded from this proposal, the following services are specifically excluded from this scope:

- A. It appears the new station is outside of the regulatory floodway and will not require hydraulic modelling for permitting and coordination with FEMA. If this changes during the design of the project, a separate fee will be submitted for your review to perform this work.
- B. Resident Project Representative (RPR) services are not included as part of this proposal.

November 21, 2023
Proposal for Professional Engineering Services
City of Kingsport

PROJECT FEES

LDA Engineering will provide the services outlined above on an hourly, not to exceed basis, as outlined below. The following is a breakdown of services and not to exceed fees:

Task 1 – Engineering Design and Permitting	\$ 210,000.00
Task 2 – Bidding Phase Services	\$ 7,500.00
Task 3 – Engineering Services During Construction	\$ 60,000.00
Task 4 – record drawings	\$ 7,500.00
Task 5 – Subconsultant Services (fee passed through at cost) Geotechnical Exploration	\$15,000.00
Total	\$ 300,000.00

Tasks 1-5 above will be billed hourly using our 2023 Rates. Subconsultant invoices will be billed to the project at cost. A 9-month construction duration is estimated.

LDA Engineering is pleased to have the opportunity to be of further service to the City of Kingsport. We are prepared to begin this project immediately upon your authorization. We anticipate the final plans will be ready for City Review within 4-months of authorization to proceed.

Sincerely,

Reuben Robertson

Reuben Robertson, P.E.

Proposal Accepted By: _____

Date: _____



Item XI5.



Item X15.



AGENDA ACTION FORM

Award Furniture Purchase for Finance Department Office Areas Utilizing Sourcewell Cooperative Purchasing Agreement to WorkSpace Interiors

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

Action Form No.: AF-378-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Finance Staff
Presentation By: Lisa Winkle

Recommendation:
Approve the Resolution.

Executive Summary:
The furniture for the Finance Department’s Executive Assistant and the staff that work in the Customer Service Center was not replaced when the City moved into the new City Hall in 2021. In addition, the department has increased workspace needs in order for the department’s interns and new positions to have a proper place to work. Finance Department staff is recommending the furniture be purchased by utilizing the Sourcewell Cooperative Purchasing Agreement.

The City has requested and received a quote from Workspace Interiors, who is the authorized Steel Case Distributor for our area, in the amount of \$93,325.20 for the furnishings for the Finance Department. Appropriations in the General Fund and the Water Fund were approved in the FY 2024 budget to fund the purchase of the office furniture.

The Sourcewell Cooperative Purchasing Contract number is #CDA19Z08621 for Steel Case items. Since the City participates in this cooperative purchasing agreement we do not have to bid these items out as the bidding process has already been coordinated by a lead public agency.

Funding is available in FY2024 Department Budget Lines 110-2001-421-9004 and 411-5002-501-9006.

- Attachments:**
1. Resolution
2. Quote

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

Item X16.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO WORKSPACE INTERIORS FOR THE PURCHASE OF OFFICE FURNITURE THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO. CDA19Z08621

WHEREAS, staff recommends the purchase of office furniture for the Finance Department and Customer Service are, utilizing Sourcewell Cooperative Purchase Agreement No.: CDA19Z08621; and

WHEREAS, the city is a member of Sourcewell Cooperative Purchasing Advantages, a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the cooperative, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, the office furniture is available pursuant to Sourcewell Agreement No.: CDA19Z08621; and

WHEREAS, in order to purchase the furnishings, a purchase order needs to be issued to Workspace Interiors in the amount of \$93,325.20 and

WHEREAS, funding for this equipment is available in account #110-2001-421-9004 and 411-5002-501-9006.

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 Workspace Interiors for the purchase of office furniture, utilizing Sourcewell Agreement No.: CDA19Z08621, for use by the Finance Department and Customer Service in the City Hall Building, in the amount of \$93,325.20.

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

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891

Quote Date 12/06/23
Customer KIN011
Terms 30 Days Upon Receipt
Account Representative REBECCA SHELTON

Quote To

Accounts Payable Dept.
 City of Kingsport
 415 Broad St Ste 100
 Kingsport TN 37660-4264

Ship To

Lisa Winkle
 City of Kingsport
 415 Broad St Ste 100
 Kingsport TN 37660-4264

Phone 4232299412

Phone +1 (423) 229-9335

Cell +1 (423) 737-1844

lisawinkle@kingsporttn.gov

Sales Location CORPORATE OFFICE

City of Kingsport Finance Dept

Priced on Sourcewell Contract CDA19Z08621

Quote includes product and freight.

Quotation is valid for 30 days.

As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues labor availability challenges and commodity shortages such as lumber, steel, resins, microchips and adhesives.

This could extend the lead times or delivery of your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

As always, you can contact your WSI representative with questions and guidance as you proceed.

The freight and fuel costs are estimates only due to the volatility in the global market and may change before order placement. Any unforeseen increases will be included in the actual invoiced amount

Description	Quantity	Unit Price	Extended Price
Area A			
1 CRBK - Bookcase SIZE OPTION: MODULAR DEPTH: 15.00000 WIDTH: 30.00000 HEIGHT: 41.75000 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) STEELCASE Tag For Area A BC/2/30	1	427.85	427.85

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>2 CRL3H - Lateral 3 High File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL WORKSURFACE THICKNESS: 1.12500 STEELCASE Tag For Area A LF/30/FF</p>	2	1,088.33	2,176.66
<p>3 CRL3H - Lateral 3 High File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 36.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL WORKSURFACE THICKNESS: 1.12500 STEELCASE Tag For Area A LF/36/FF</p>	1	1,150.25	1,150.25

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 3 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
Sub Total			3,754.76
Total			3,754.76
Area B			
5 CRDSHL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Area B 30/72	1	375.82	375.82
6 CRPD2H - Pedestal 2 High DEPTH: 22.81250 DRAWER CONFIG: BOX/BOX/FILE CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Area B BBF/16	1	437.74	437.74
7 CRRTNR - Return- Shell, Right Hand SIZE OPTION: MODULAR DEPTH: 24.00000	1	303.15	303.15

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
7 WIDTH: 48.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: CENTER SUPPORT - RIGHT: FULL DEPTH END PANEL STEELCASE Tag For Area B 24/48			
8 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 1-FR305 AREA B STEELCASE Tag For Area B	1	N/C	N/C
9 TSATRC57 - Channel-Reinforcing, 57D STEELCASE Tag For Area B RC	1	30.98	30.98
Sub Total			1,147.69
Total			1,147.69
Area M1			
10 CRLS2HD - Low Storage-Two-High, Cabinet SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 36.00000 TOP: WITH TOP APPLICATION: FULL TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL)	3	476.01	1,428.03

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
10 LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL WORKSURFACE THICKNESS: 1.12500 STEELCASE Tag For Area M1 D/36			
11 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 3-FR316 AREA M1 STEELCASE Tag For Area M1	3	N/C	N/C
Sub Total			1,428.03
Total			1,428.03
Area M2			
12 CRL3H - Lateral 3 High File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 36.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL WORKSURFACE THICKNESS: 1.12500 STEELCASE Tag For Area M2 LF/36/FF	3	1,150.25	3,450.75

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
13 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 6-FR315 AREA M2 STEELCASE Tag For Area M2	6	N/C	N/C
Sub Total			3,450.75
Total			3,450.75

Office 122 Area C

14 CRCRD2HFSLL - Credenza-2-High,Lateral/Lateral SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG APPLICATION: FULL STEELCASE Tag For Office 122 Area C 24/60	1	1,208.73	1,208.73
15 CRDSHL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT	1	355.18	355.18

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>15 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 122 Area C 24/72</p>			
<p>16 CRDSHL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 96.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: FULL GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 122 Area C 30/96</p>	1	629.09	629.09
<p>17 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME</p>	1	576.20	576.20

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 8 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
17 KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 122 Area C LF/30/FF			
18 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 30.00000 TOP: WITH TOP APPLICATION: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 122 Area C LF/30/FF	1	720.68	720.68
19 CROHHD - Overhead- Hinged Doors SIZE OPTION: MODULAR WIDTH: 60.00000 ATTACHMENT BRACKETS: WALL MOUNT BRACKETS CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG STEELCASE	1	563.30	563.30

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
19 Tag For Office 122 Area C OH/60.0000/15			
20 CROHHD - Overhead- Hinged Doors SIZE OPTION: MODULAR WIDTH: 72.00000 ATTACHMENT BRACKETS: WALL MOUNT BRACKETS CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG STEELCASE Tag For Office 122 Area C OH/72.0000/15	1	663.49	663.49
21 CRPD2HBBF - Pedestal-2-High,Box/Box/File SIZE OPTION: MODULAR DEPTH: 24.00000 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 122 Area C BBF/24	1	437.74	437.74
22 CRTBWM - Tackboard, Wallmount SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 72.00000 TACKBOARD FINISH: BOCCIE P201 - NEW ALMOND FABRIC DIRECTION: HORIZONTAL STEELCASE Tag For Office 122 Area C TB/72/20.2500	1	243.81	243.81

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
23 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 9-FR430 STEELCASE Tag For Office 122 Area C	9	N/C	N/C
24 LSL18 - Light-Shelf, LED, 18 1/2W BASIC: 6000 BLACK MNTG OPT: *OPT:MOUNTING OPTIONS FASTENER: FASTENER KIT FOR WOOD/ALUMINUM STEELCASE Tag For Office 122 Area C LSL/18	2	257.50	515.00
25 WS6018H - Slatwall, 60W x 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 122 Area C SW/60	1	321.57	321.57
26 WSWM18 - Slatwall, Wall bracket, 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 122 Area C SW/WM	1	74.90	74.90
27 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE	1	405.53	405.53
28 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE	1	62.02	62.02
29 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height SIZE OPTION: MODULAR DEPTH: 23.00000 WIDTH: 64.00000	1	939.57	939.57

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
29 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE			
30 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE	1	120.43	120.43
Sub Total			7,837.24
Total			7,837.24
Office 123 Area D			
31 CRCD2HFSLL - Credenza-2-High,Lateral/Lateral SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG APPLICATION: FULL STEELCASE Tag For Office 123 Area D 24/60	1	1,208.73	1,208.73

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
32 CRDSHL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 123 Area D 24/72	1	355.18	355.18
33 CRDSHL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 96.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: FULL GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 123 Area D 30/96	1	629.09	629.09
34 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP	1	576.20	576.20

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>34 APPLICATION: FULL</p> <p>CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 123 Area D LF/30/FF</p>			
<p>35 CRL2H - Lateral 2 High File/File</p> <p>SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 30.00000 TOP: WITH TOP APPLICATION: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 123 Area D LF/30/FF</p>	1	720.68	720.68
<p>36 CROHHD - Overhead- Hinged Doors</p> <p>SIZE OPTION: MODULAR WIDTH: 60.00000 ATTACHMENT BRACKETS: WALL MOUNT BRACKETS</p>	1	563.30	563.30

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
36 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG STEELCASE Tag For Office 123 Area D OH/60.0000/15			
37 CROHHD - Overhead- Hinged Doors SIZE OPTION: MODULAR WIDTH: 72.00000 ATTACHMENT BRACKETS: WALL MOUNT BRACKETS CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG STEELCASE Tag For Office 123 Area D OH/72.0000/15	1	663.49	663.49
38 CRPD2HBBF - Pedestal-2-High,Box/Box/File SIZE OPTION: MODULAR DEPTH: 24.00000 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 123 Area D BBF/24	1	437.74	437.74
39 CRTBWM - Tackboard, Wallmount SIZE OPTION: MODULAR	1	243.81	243.81

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
39 HEIGHT: 20.25000 WIDTH: 72.00000 TACKBOARD FINISH: BOCCIE P201 - NEW ALMOND FABRIC DIRECTION: HORIZONTAL STEELCASE Tag For Office 123 Area D TB/72/20.2500			
40 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 9-FR431 STEELCASE Tag For Office 123 Area D	9	N/C	N/C
41 LSL18 - Light-Shelf, LED, 18 1/2W BASIC: 6000 BLACK MNTG OPT: *OPT:MOUNTING OPTIONS FASTENER: FASTENER KIT FOR WOOD/ALUMINUM STEELCASE Tag For Office 123 Area D LSL/18	2	257.50	515.00
42 WS6018H - Slatwall, 60W x 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 123 Area D SW/60	1	321.57	321.57
43 WSWM18 - Slatwall, Wall bracket, 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 123 Area D SW/WM	1	74.90	74.90
44 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE	1	405.53	405.53

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 16 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
45 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE	1	62.02	62.02
46 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height SIZE OPTION: MODULAR DEPTH: 23.00000 WIDTH: 64.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE	1	939.57	939.57
47 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE	1	120.43	120.43
Sub Total			7,837.24
Total			7,837.24
Office 127 Area E			
48 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE Tag For Office 127 Area E CF-D-C	1	405.53	405.53
49 CRBK - Bookcase SIZE OPTION: MODULAR DEPTH: 15.00000 WIDTH: 30.00000	2	522.45	1,044.90

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
Knoxville
 618 N. Broadway | Knoxville, TN 37917
Chattanooga
 700 Market St. | Chattanooga, TN 37402
Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
49 HEIGHT: 72.00000 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) STEELCASE Tag For Office 127 Area E BC/4/30			
50 CRBKS2H - Bookcase- Stacking on2-High or Desk SIZE OPTION: MODULAR DEPTH: 15.00000 WIDTH: 36.00000 APPLICATION HEIGHT: 66.50000 BOOKCASE HEIGHT: 38.04724 WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) TOP SURFACE TYPE: LOW PRESSURE LAMINATE STEELCASE Tag For Office 127 Area E BC/66.5/36	1	356.47	356.47
51 CRDSSL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: CLEAR-ACCESS END PANEL SUPPORT - LEFT: CLEAR-ACCESS END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: CENTER STEELCASE Tag For Office 127 Area E 24/60	1	344.86	344.86
52 CRDSSL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000	1	343.57	343.57

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>52 WIDTH: 66.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 127 Area E 24/66</p>			
<p>53 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 127 Area E LF/30/FF</p>	1	576.20	576.20
<p>54 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 36.00000 TOP: WITH TOP APPLICATION: FULL WORKSURFACE THICKNESS: 1.12500</p>	1	757.66	757.66

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>54 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 127 Area E LF/36/FF</p>			
<p>55 CROH - 15" H Overhead WIDTH: 60.00000 STORAGE: PERSONAL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) DOOR OPTION TYPE: HINGED DOORS HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG ATTACHMENT BRACKETS: WALL MOUNT BRACKETS STEELCASE Tag For Office 127 Area E OH/60/15</p>	1	563.30	563.30
<p>56 CRTBWM - Tackboard, Wallmount SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 36.00000 TACKBOARD FINISH: BOCCIE P201 - NEW ALMOND FABRIC DIRECTION: HORIZONTAL STEELCASE Tag For Office 127 Area E TB/36/20.2500</p>	1	172.86	172.86
<p>57 DSTRAYLG - Tray-Cable Management, Smart straps, 30W</p>	1	62.02	62.02

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
57 STEELCASE Tag For Office 127 Area E TS			
58 LSL18 - Light-Shelf, LED, 18 1/2W BASIC: 6000 BLACK MNTG OPT: *OPT:MOUNTING OPTIONS FASTENER: FASTENER KIT FOR WOOD/ALUMINUM STEELCASE Tag For Office 127 Area E LLSL/17	1	257.50	257.50
59 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 4-FR307 OFFICE 127 AREA E STEELCASE Tag For Office 127 Area E	4	N/C	N/C
60 MGELCRQ - Migration SE; Desk-Rectangle, C leg, Extended height SIZE OPTION: MODULAR DEPTH: 29.00000 WIDTH: 76.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 127 Area E 29/76/EXT-4P	1	1,003.57	1,003.57
61 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 127 Area E CRX	1	120.43	120.43
62 OLMP - Ology; Modesty panel, desk application	1	158.56	158.56

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
62 SIZE OPTION: MODULAR WIDTH: 76.00000 MODESTY PANEL FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) GRAIN DIRECTION: HORIZONTAL EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT STEELCASE Tag For Office 127 Area E			
63 TSATRC48 - Channel-Reinforcing, 48D STEELCASE Tag For Office 127 Area E RC	1	29.45	29.45
64 WLTS - Letter tray-Portrait, 10W BASIC: 6544 FROST STEELCASE Tag For Office 127 Area E LT/10	2	26.72	53.44
65 WS2418H - Slatwall, 24W x 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 127 Area E SW/24	1	175.10	175.10
66 WSWM18 - Slatwall, Wall bracket, 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 127 Area E SW/WM	1	74.90	74.90
Sub Total			6,500.32
Total			6,500.32

Office 128 Area F

67 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE	1	405.53	405.53
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---	--------	--------

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description		Quantity	Unit Price	Extended Price
67	Tag For Office 128 Area F CF-D-C			
68	CRCD2HFSLCLFL - Credenza-2-High,Lateral/Cabinet SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG APPLICATION: FULL STEELCASE Tag For Office 128 Area F 24/60	1	1,081.02	1,081.02
69	CRDShL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 128 Area F 24/72	1	355.18	355.18

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>70 CRDSKSPL - Desk- Single- Pedestal, Left Hand SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL MODESTY PANEL: FULL COUNTERWEIGHT: WITH COUNTERWEIGHT GROMMET LOCATION: NO GROMMET KEYS: KEY PLUG STEELCASE Tag For Office 128 Area F 30/72</p>	1	838.07	838.07
<p>71 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG</p>	1	576.20	576.20

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
71 COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 128 Area F LF/30/FF			
72 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office 128 Area F TS	1	62.02	62.02
73 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 4-FR308 OFFICE 128 AREA F STEELCASE Tag For Office 128 Area F	4	N/C	N/C
74 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height SIZE OPTION: MODULAR DEPTH: 23.00000 WIDTH: 64.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 128 Area F 23/64/EXT-4P	1	939.57	939.57
75 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 128 Area F CRX	1	120.43	120.43
76 TSATRC48 - Channel-Reinforcing, 48D STEELCASE	1	29.45	29.45

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 25 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
76 Tag For Office 128 Area F RC			
Sub Total			4,407.47
Total			4,407.47
Office 130 Area G			
77 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE Tag For Office 130 Area G CF-D-C	1	405.53	405.53
78 CRCD2HFSLL - Credenza-2-High,Lateral/Lateral SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG APPLICATION: FULL STEELCASE Tag For Office 130 Area G 24/60	1	1,208.73	1,208.73
79 CRDSHL - Desk- Shell SIZE OPTION: MODULAR	1	340.99	340.99

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
Knoxville
 618 N. Broadway | Knoxville, TN 37917
Chattanooga
 700 Market St. | Chattanooga, TN 37402
Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p> 79 DEPTH: 24.00000 WIDTH: 54.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: CLEAR-ACCESS END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: CENTER STEELCASE Tag For Office 130 Area G 24/54 </p>			
<p> 80 CROHHD - Overhead- Hinged Doors SIZE OPTION: MODULAR WIDTH: 54.00000 ATTACHMENT BRACKETS: WALL MOUNT BRACKETS CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG STEELCASE Tag For Office 130 Area G OH/54.0000/15 </p>	1	518.15	518.15
<p> 81 CRPD2HBBF - Pedestal-2-High,Box/Box/File SIZE OPTION: MODULAR DEPTH: 18.87500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL </p>	1	382.70	382.70

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
81 COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 130 Area G BBF/18.875			
82 CRTBWM - Tackboard, Wallmount SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 54.00000 TACKBOARD FINISH: BOCCIE P201 - NEW ALMOND FABRIC DIRECTION: HORIZONTAL STEELCASE Tag For Office 130 Area G TB/54/20.2500	1	204.25	204.25
83 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office 130 Area G TS	1	62.02	62.02
84 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 3-FR432 STEELCASE Tag For Office 130 Area G	3	N/C	N/C
85 LSL18 - Light-Shelf, LED, 18 1/2W BASIC: 6000 BLACK MNTG OPT: *OPT:MOUNTING OPTIONS FASTENER: FASTENER KIT FOR WOOD/ALUMINUM STEELCASE Tag For Office 130 Area G LSL/18	1	257.50	257.50
86 MGSLCRQ - Migration SE; Desk-Rectangle, C leg, Basic height SIZE OPTION: MODULAR DEPTH: 29.00000 WIDTH: 70.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT	1	903.26	903.26

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
86 BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 130 Area G 29/70/BSC-4P			
87 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 130 Area G CRX	1	120.43	120.43
88 OLMP - Ology; Modesty panel, desk application SIZE OPTION: MODULAR WIDTH: 70.00000 MODESTY PANEL FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) GRAIN DIRECTION: HORIZONTAL EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT STEELCASE Tag For Office 130 Area G	1	154.72	154.72
Sub Total			4,558.28
Total			4,558.28
Office 132 Area H			
89 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE Tag For Office 132 Area H CF-D-C	1	405.53	405.53
90 CRDSSL - Desk- Shell SIZE OPTION: MODULAR	1	594.69	594.69

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>90 DEPTH: 24.00000 WIDTH: 96.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 132 Area H 24/96</p>			
<p>91 CRDSKSPR - Desk- Single- Pedestal, Right Hand SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL SUPPORT - RIGHT: BOX/BOX/FILE PEDESTAL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: FULL COUNTERWEIGHT: WITH COUNTERWEIGHT GROMMET LOCATION: NO GROMMET KEYS: KEY PLUG STEELCASE Tag For Office 132 Area H 30/72</p>	1	838.07	838.07

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
92 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 132 Area H LF/30/FF	1	576.20	576.20
93 CROHHD - Overhead- Hinged Doors SIZE OPTION: MODULAR WIDTH: 48.00000 ATTACHMENT BRACKETS: WALL MOUNT BRACKETS CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG STEELCASE Tag For Office 132 Area H OH/48.0000/15	1	464.83	464.83
94 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office 132 Area H TS	1	62.02	62.02
95 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 4-FR310 OFFICE 132 AREA H	4	N/C	N/C

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
Knoxville
 618 N. Broadway | Knoxville, TN 37917
Chattanooga
 700 Market St. | Chattanooga, TN 37402
Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
95 STEELCASE Tag For Office 132 Area H			
96 LSL18 - Light-Shelf, LED, 18 1/2W BASIC: 6000 BLACK MNTG OPT: *OPT:MOUNTING OPTIONS FASTENER: FASTENER KIT FOR WOOD/ALUMINUM STEELCASE Tag For Office 132 Area H LSL/18	1	257.50	257.50
97 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height SIZE OPTION: MODULAR DEPTH: 23.00000 WIDTH: 58.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 132 Area H 23/58/EXT-4P-RO	1	917.79	917.79
98 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 132 Area H CRX	1	120.43	120.43
99 WLG15L - Letter tray-Legal, 15W BASIC: 6544 FROST STEELCASE Tag For Office 132 Area H LT/15	1	26.72	26.72
100 WLTS - Letter tray-Portrait, 10W BASIC: 6544 FROST STEELCASE	1	26.72	26.72

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
100 Tag For Office 132 Area H LT/10			
101 WS4518H - Slatwall, 45W x 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 132 Area H SW/45	1	271.95	271.95
102 WSWM18 - Slatwall, Wall bracket, 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 132 Area H SW/WM	1	74.90	74.90
103 WTBS - Tackstrip STEELCASE Tag For Office 132 Area H TS	2	30.53	61.06
Sub Total			4,698.41
Total			4,698.41
Office 133 Area I			
104 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE Tag For Office 133 Area I CF-D-C	1	405.53	405.53
105 CRDSHL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 54.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT	1	323.79	323.79

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>105 (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 133 Area I 24/54</p>			
<p>106 CRDSKSPL - Desk- Single- Pedestal, Left Hand SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL MODESTY PANEL: FULL COUNTERWEIGHT: WITH COUNTERWEIGHT GROMMET LOCATION: NO GROMMET KEYS: KEY PLUG STEELCASE Tag For Office 133 Area I 30/72</p>	1	838.07	838.07
<p>107 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 36.00000 TOP: WITH TOP APPLICATION: FULL</p>	1	757.66	757.66

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>107 WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 133 Area I LF/36/FF</p>			
<p>108 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office 133 Area I TS</p>	1	62.02	62.02
<p>109 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 2-FR311 OFFICE 133 AREA I STEELCASE Tag For Office 133 Area I</p>	2	N/C	N/C
<p>110 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height SIZE OPTION: MODULAR DEPTH: 23.00000 WIDTH: 58.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE</p>	1	917.79	917.79

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
Knoxville
 618 N. Broadway | Knoxville, TN 37917
Chattanooga
 700 Market St. | Chattanooga, TN 37402
Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 35 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
110 CORNER: SQUARE CORNER STEELCASE Tag For Office 133 Area I 23/58/EXT-4P			
111 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 133 Area I CRX	1	120.43	120.43
Sub Total			3,425.29
Total			3,425.29
Office 133 Area J			
112 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE Tag For Office 133 Area J CF-D-C	1	405.53	405.53
113 CRDSHL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 66.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE	1	343.57	343.57

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
113 Tag For Office 133 Area J 24/66			
114 CRDSKSPR - Desk- Single- Pedestal, Right Hand SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL SUPPORT - RIGHT: BOX/BOX/FILE PEDESTAL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: FULL COUNTERWEIGHT: WITH COUNTERWEIGHT GROMMET LOCATION: NO GROMMET KEYS: KEY PLUG STEELCASE Tag For Office 133 Area J 30/72	1	838.07	838.07
115 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED	1	576.20	576.20

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
115 CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 133 Area J LF/30/FF			
116 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 30.00000 TOP: WITH TOP APPLICATION: FULL WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 133 Area J LF/30/FF	1	720.68	720.68
117 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office 133 Area J TS	1	62.02	62.02
118 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 3-FR312 OFFICE 133 AREA J STEELCASE Tag For Office 133 Area J	3	N/C	N/C
119 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height	1	917.79	917.79

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
Knoxville
 618 N. Broadway | Knoxville, TN 37917
Chattanooga
 700 Market St. | Chattanooga, TN 37402
Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
119 SIZE OPTION: MODULAR DEPTH: 23.00000 WIDTH: 58.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 133 Area J 23/58/EXT-4P			
120 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 133 Area J CRX	1	120.43	120.43
Sub Total			3,984.29
Total			3,984.29
Office 134 Area K			
121 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: CF THROUGH MOUNT BRACKET STEELCASE Tag For Office 134 Area K CF-D-T	1	405.53	405.53
122 CRDSSL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000	1	327.66	327.66

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>122 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 134 Area K 24/60</p>			
<p>123 CRDSKSPL - Desk- Single- Pedestal, Left Hand SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL MODESTY PANEL: FULL COUNTERWEIGHT: WITH COUNTERWEIGHT GROMMET LOCATION: CENTER KEYS: KEY PLUG STEELCASE Tag For Office 134 Area K 30/72</p>	1	855.27	855.27
<p>124 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR</p>	1	576.20	576.20

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
124 DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 134 Area K LF/30/FF			
125 CRL4H - Lateral 4 High File SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 30.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL WORKSURFACE THICKNESS: 1.12500 STEELCASE Tag For Office 134 Area K LF/30/FF	2	1,211.31	2,422.62
126 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE	1	62.02	62.02

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 41 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
126 Tag For Office 134 Area K TS			
127 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 6-FR313 OFFICE 133 AREA J STEELCASE Tag For Office 134 Area K	6	N/C	N/C
128 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height SIZE OPTION: MODULAR DEPTH: 23.00000 WIDTH: 58.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 134 Area K 23/58/EXT-4P	1	917.79	917.79
129 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 134 Area K CRX	1	120.43	120.43
Sub Total			5,687.52
Total			5,687.52
Office 135 Area L			
130 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR	1	405.53	405.53

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
130 LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE Tag For Office 135 Area L CF-D-C			
131 CRCD2HFSLL - Credenza-2-High,Lateral/Lateral SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG APPLICATION: FULL STEELCASE Tag For Office 135 Area L 24/60	1	1,208.73	1,208.73
132 CRDShL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT	1	355.18	355.18

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
132 GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 135 Area L 24/72			
133 CRDSSL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 84.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: CLEAR-ACCESS END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 135 Area L 24/84	1	499.66	499.66
134 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 135 Area L LF/30/FF	1	576.20	576.20

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
135 CROH - 15" H Overhead WIDTH: 42.00000 STORAGE: PERSONAL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) DOOR OPTION TYPE: HINGED DOORS HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG ATTACHMENT BRACKETS: WALL MOUNT BRACKETS STEELCASE Tag For Office 135 Area L OH/42/15	2	413.66	827.32
136 CRTBWM - Tackboard, Wallmount SIZE OPTION: MODULAR HEIGHT: 20.25000 WIDTH: 42.00000 TACKBOARD FINISH: BOCCIE P201 - NEW ALMOND FABRIC DIRECTION: HORIZONTAL STEELCASE Tag For Office 135 Area L TB/42/20.2500	1	182.75	182.75
137 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office 135 Area L TS	1	62.02	62.02
138 LSL18 - Light-Shelf, LED, 18 1/2W BASIC: 6000 BLACK MNTG OPT: *OPT:MOUNTING OPTIONS FASTENER: FASTENER KIT FOR WOOD/ALUMINUM STEELCASE Tag For Office 135 Area L LLSL/17	2	257.50	515.00
139 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 7-FR314 STEELCASE	7	N/C	N/C

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 45 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
139 Tag For Office 135 Area L			
140 MGELCRQ - Migration SE; Desk-Rectangle, C leg, Extended height SIZE OPTION: MODULAR DEPTH: 29.00000 WIDTH: 76.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 135 Area L 29/76/EXT-4P	1	1,003.57	1,003.57
141 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 135 Area L CRX	1	120.43	120.43
142 OLMP - Ology; Modesty panel, desk application SIZE OPTION: MODULAR WIDTH: 76.00000 MODESTY PANEL FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) GRAIN DIRECTION: HORIZONTAL EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT STEELCASE Tag For Office 135 Area L	1	158.56	158.56
143 WS4218H - Slatwall, 42W x 18H BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For Office 135 Area L SW/42	1	247.14	247.14
144 WSWM18 - Slatwall, Wall bracket, 18H BASIC: 4799 PLATINUM METALLIC	1	74.90	74.90

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
144 STEELCASE Tag For Office 135 Area L SW/WM			
Sub Total			6,236.99
Total			6,236.99

Office 408

145 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: CF THROUGH MOUNT BRACKET STEELCASE Tag For Office 408 CF-D-T	1	405.53	405.53
146 CRDSKSPR - Desk- Single- Pedestal, Right Hand SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL SUPPORT - RIGHT: BOX/BOX/FILE PEDESTAL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT COUNTERWEIGHT: WITH COUNTERWEIGHT GROMMET LOCATION: NO GROMMET KEYS: KEY PLUG	1	838.07	838.07

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
146 STEELCASE Tag For Office 408 30/72			
147 CRRTNL - Return- Shell, Left Hand SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 48.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: CENTER SUPPORT - LEFT: FULL DEPTH END PANEL STEELCASE Tag For Office 408 24/48	1	303.15	303.15
148 TS76624TTF - Panel-Full tackable acoustical, Thin, 66H x 24W BASIC: 4799 PLATINUM METALLIC SURF-1: P201 NEW ALMOND SURF-2: P201 NEW ALMOND TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:STD TOP CAP FAB DIR: *OPT:FABRIC DIRECTION SURF-1: SURF-1 HORZ: STD:HORIZONTAL APPLICATION SURF-2: SURF-2 HORZ: STD:HORIZONTAL APPLICATION CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS KO BOTH: STD:KNOCKOUT BASE BOTH SIDES STEELCASE Tag For Office 408 24/66	2	279.49	558.98

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
149 TS76648TTF - Panel-Full tackable acoustical, Thin, 66H x 48W BASIC: 4799 PLATINUM METALLIC SURF-1: P201 NEW ALMOND SURF-2: P201 NEW ALMOND TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:STD TOP CAP FAB DIR: *OPT:FABRIC DIRECTION SURF-1: SURF-1 HORZ: STD:HORIZONTAL APPLICATION SURF-2: SURF-2 HORZ: STD:HORIZONTAL APPLICATION CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS KO BOTH: STD:KNOCKOUT BASE BOTH SIDES STEELCASE Tag For Office 408 48/66	2	381.16	762.32
150 TS766TEPJ - Junction-End of run, Thin, 66H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For Office 408 E66	2	63.22	126.44
151 TS766TIPJ - Junction-In line, Thin, 66H STEELCASE Tag For Office 408 I66	1	40.67	40.67
152 TS766TLPJ - Junction-L, Thin, 66H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT	1	95.38	95.38

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 49 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
152 METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For Office 408 L66			
153 TS766WPJ - Junction-Wall start, 66H STEELCASE Tag For Office 408 WS66	2	119.41	238.82
Sub Total			3,369.36
Total			3,369.36
Office 416			
154 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: CF THROUGH MOUNT BRACKET STEELCASE Tag For Office 416 CF-D-T	1	405.53	405.53
155 CRDSHL - Desk- Shell SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 54.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: CENTER STEELCASE	1	340.99	340.99

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
155 Tag For Office 416 24/54			
Sub Total			746.52
Total			746.52
Office 419			
156 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE Tag For Office 419 CF-D-C	1	405.53	405.53
157 CRCD2HFSLL - Credenza-2-High,Lateral/Lateral SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000 TOP: WITH TOP TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT WORKSURFACE THICKNESS: 1.12500 CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG APPLICATION: FULL STEELCASE Tag For Office 419 24/60	1	1,208.73	1,208.73
158 CRDSHL - Desk- Shell SIZE OPTION: MODULAR	1	355.18	355.18

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
<p>158 DEPTH: 24.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: FULL DEPTH END PANEL MODESTY PANEL: QUARTER HEIGHT GROMMET LOCATION: NO GROMMET STEELCASE Tag For Office 419 24/72</p>			
<p>159 CRDSKSPL - Desk- Single- Pedestal, Left Hand SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL SUPPORT - RIGHT: FULL DEPTH END PANEL SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL MODESTY PANEL: FULL COUNTERWEIGHT: WITH COUNTERWEIGHT GROMMET LOCATION: NO GROMMET KEYS: KEY PLUG STEELCASE Tag For Office 419 30/72</p>	1	838.07	838.07

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
160 CRL2H - Lateral 2 High File/File SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 30.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG COUNTERWEIGHT: WITH COUNTERWEIGHT STEELCASE Tag For Office 419 LF/30/FF	1	576.20	576.20
161 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office 419 TS	1	62.02	62.02
162 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height SIZE OPTION: MODULAR DEPTH: 23.00000 WIDTH: 52.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 419 23/52/EXT-4P	1	901.45	901.45

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
163 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 419 CRX	1	120.43	120.43
164 TSATRC48 - Channel-Reinforcing, 48D STEELCASE Tag For Office 419 RC	1	29.45	29.45
Sub Total			4,497.06
Total			4,497.06

Office 424

165 CFPLUS - CF Plus Monitor Arm ARM FINISH: TEXTURED PAINT 7018 - PEWTER ARM OPTION: DUAL POLE OPTION: 14" POLE TILT HEAD OPTION: CF STANDARD TILT HEAD W QR LAPTOP SUPPORT OPTION: NO LAPTOP SUPPORT BRACKET TYPE: C-CLAMP STEELCASE Tag For Office 424 CF-D-C	1	405.53	405.53
166 CRDSKSPL - Desk- Single- Pedestal, Left Hand SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 60.00000 WORKSURFACE THICKNESS: 1.12500 TOP SURFACE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT CASE FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 25L8 - CLEAR WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME PULL: HANDLE PULL FINISH: NICKEL 9211 - NICKEL SUPPORT - RIGHT: CLEAR-ACCESS END PANEL	1	736.59	736.59

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
166 SUPPORT - LEFT: BOX/BOX/FILE PEDESTAL MODESTY PANEL: QUARTER HEIGHT COUNTERWEIGHT: WITH COUNTERWEIGHT GROMMET LOCATION: CENTER KEYS: KEY PLUG STEELCASE Tag For Office 424 24/60			
167 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office 424 TS	1	62.02	62.02
168 MGELTRQ - Migration SE; Desk-Rectangle, T leg, Extended height SIZE OPTION: MODULAR DEPTH: 29.00000 WIDTH: 70.00000 OVERHANG: NO OVERHANG TOP SURFACE FINISH: WOODGRAIN HPL 2538 - CLEAR WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6245 - CLEAR WALNUT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER POWER: NA 120V, NEMA 1-15 TYPE A - D FOOT OPTION: MITERED EDGE CORNER: SQUARE CORNER STEELCASE Tag For Office 424 29/70/EXT-4P	1	980.88	980.88
169 MIGCR - Migration; Cable riser CONNECTION TYPE: LEG CONNECTION STEELCASE Tag For Office 424 CRX	1	120.43	120.43
170 TS76648TTF - Panel-Full tackable acoustical, Thin, 66H x 48W BASIC: 4799 PLATINUM METALLIC SURF-1: P201 NEW ALMOND SURF-2: P201 NEW ALMOND TC OPT: *OPT:TOP CAP OPTIONS	3	381.16	1,143.48

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Description	Quantity	Unit Price	Extended Price
170 STD CAP: STD:STD TOP CAP FAB DIR: *OPT:FABRIC DIRECTION SURF-1: SURF-1 HORZ: STD:HORIZONTAL APPLICATION SURF-2: SURF-2 HORZ: STD:HORIZONTAL APPLICATION CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS KO BOTH: STD:KNOCKOUT BASE BOTH SIDES STEELCASE Tag For Office 424 48/66			
171 TS766TEPJ - Junction-End of run, Thin, 66H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For Office 424 E66	1	63.22	63.22
172 TS766TIPJ - Junction-In line, Thin, 66H STEELCASE Tag For Office 424 I66	1	40.67	40.67
173 TS766TLPJ - Junction-L, Thin, 66H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For Office 424 L66	1	95.38	95.38
174 TS766WPJ - Junction-Wall start, 66H	1	119.41	119.41

Accepted by _____ Title Item X16. Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

Quotation 42891
 Page 56 / 57 (cont'd)

Description	Quantity	Unit Price	Extended Price
174 STEELCASE Tag For Office 424 WS66			
Sub Total			3,767.61
Total			3,767.61
175 KPT LABOR NONTAX - Labor and Tools to Receive and Install during normal business hours. Includes ; Site visit verifications, Receiving Material, Staging Material in a Managed warehouse for up to one week, Deliver material to Job Site including Site safety protocols, Check/ Sign ins, Obtaining work permits, Install material, Sweep Clean Jobsite, Wipe down furniture, remove trash and take trash to the Recycling Center. Connecting furniture power to the building power is not provided in our cost proposal. Power connections to be completed by owner. WSI can provide a separate quote for a licensed electrician to connect the power. WORKSPACE	1	15,990.37	15,990.37
Quotation Totals			
Sub Total			93,325.20
Grand Total			93,325.20

End of Quotation

Accepted by _____ Title Item X16. _____ Date _____



Tri-Cities
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 Knoxville
 618 N. Broadway | Knoxville, TN 37917
 Chattanooga
 700 Market St. | Chattanooga, TN 37402
 Remit Address
 200 E. Main St. | Ste. 300 | Kingsport, TN 37660
 p: 423.392.2600 | f: 423.392.2601 | www.workspaceinteriors.com

WorkSpace Interiors, Inc.
 Terms and Conditions

(WorkSpace Interiors, Inc. is hereafter referred to as "Seller." Customer is hereafter referred to as "Buyer.")

I. **QUOTATIONS AND ORDERS:**

- A. **TERM:** All prices guaranteed for 30 days from the date of quotation unless otherwise indicated on the quote.
- B. **BUYER ORDER:** A Buyer's order is considered a binding contract. Seller is obligated to perform to the order specifications when the Buyer confirms the order in writing by either: (1) issuing a purchase order, (2) authorizing letter, (3) signs a WorkSpace Interiors., Inc. Customer Agreement, (4) signed Quote, or (5) other Buyer correspondence instructing Seller to proceed with placing the order.
- C. **CANCELLATIONS, CHANGES, AND RETURNS:** If this Quote is accepted (confirmed) by the Buyer (See BUYER ORDER), it is understood and agreed that any subsequent changes are subject to the Seller's ability to conform and are dependent upon manufacturer or vendor approval. Changes to quantity or specifications are subject to approval by the manufacturer and may affect timelines for Delivery and Installation and the need for Storage. There will be additional charges due to changes made after a Buyer order is confirmed. All requests for changes in quantity or specifications shall be delivered to the Seller in writing.

II. **INVOICING:**

- A. **DEPOSIT AND TIMING:** A deposit of up to 65% of the quote is due within 7 days of the Buyer order. New customers may be subject to an additional deposit based on order size and an evaluation of credit worthiness.
- B. **INVOICING:** Buyer will be invoiced a deposit invoice as referenced above at the time of order. When the majority of product related to the order has been received by the Seller, the Seller may, at their discretion, invoice for an additional amount as would represent up to 95% of the order. The Buyer will receive a final invoice at the job's end for any remaining balance.
- C. **PAYMENT TERMS:** The Buyer agrees to pay each invoice within 15 days of the invoice date. The Buyer agrees to pay a finance charge of 1.5% per month at the annual percentage rate of 18% on all delinquent invoices as well as expenses, attorney fees and court costs which Seller incurs by reason of Buyer's default.

III. **OTHER CHARGES:**

- A. **CREDIT CARD PROCESSING FEES:** Payment by credit or debit cards will incur an additional processing fee as imposed by the various credit card payment networks.
- B. **FREIGHT:** The Buyer shall be responsible for freight charges. Freight are estimates at the time of quoting and are subject to change when an order is placed.
- C. **STORED MATERIAL/PRODUCT RECEIVED:** The Buyer's order will specify the location of shipment and the duration of any planned storage. If product is shipped to the Seller's warehouse, the Buyer will be billed a storage fee per square foot for each 30-day period that the product is in storage (see INVOICING and DELAYS).

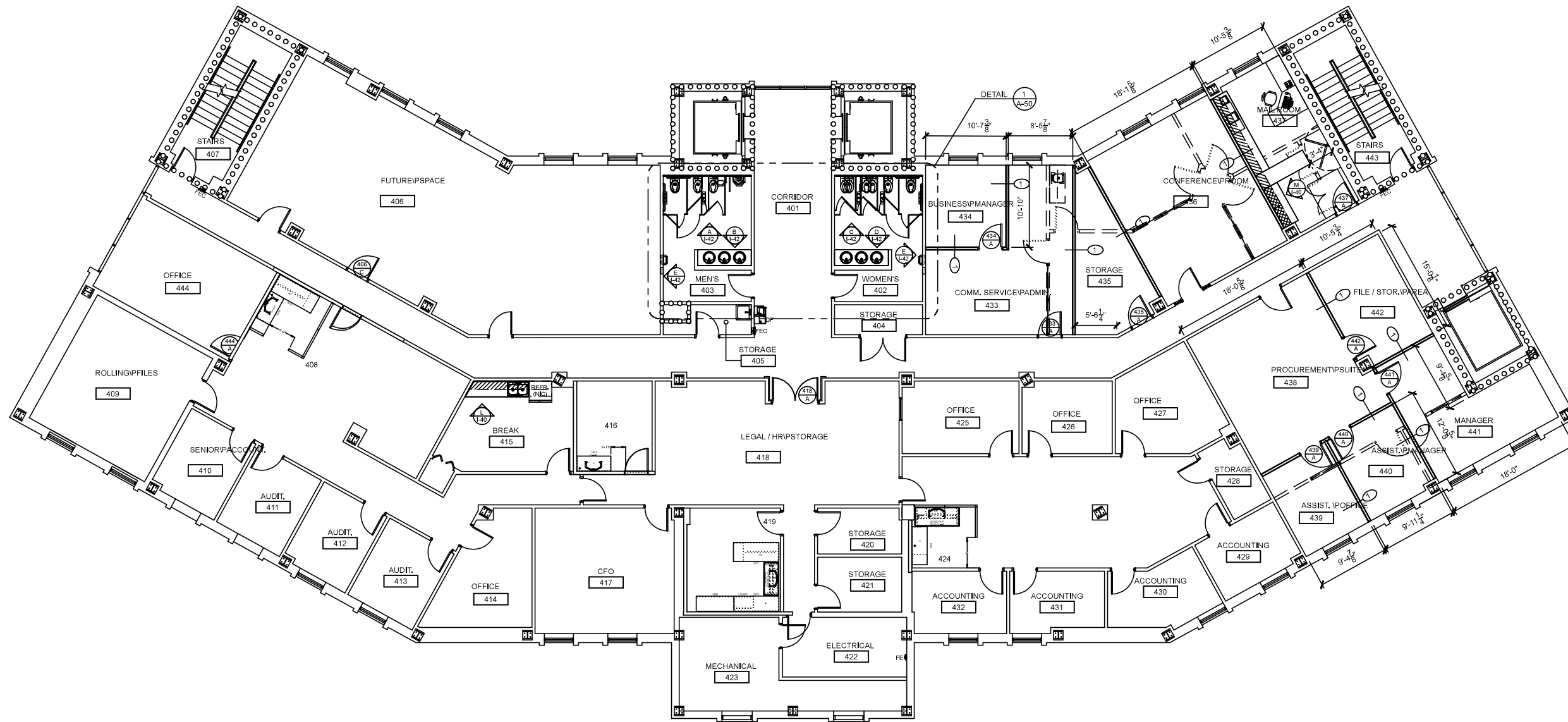
IV. **DELIVERY AND INSTALLATION:**

- A. **RESPONSIBILITIES:** If delivery and/or installation is required as a part of this proposal, the Seller will perform such services.
- B. **JOB SITE:** The job site shall be clean, clear, and free of debris prior to installation. If the site is not ready or other trades inhibit work, there may be additional charges and/or delay of installation. Electric current, heat, hoisting and/or elevator service will be provided without charge to the Seller. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided.
- C. **CLAIMS:** Claims for transportation damage will be prosecuted by the Seller and damaged product will be repaired to the satisfaction of the Buyer or product replaced.
- D. **STORAGE SPACE:** Provided product will not be scheduled to arrive at the site earlier than the date requested. If storage is required, safe and adequate space will be provided by the Buyer based on the Seller's consultation. At the Buyer's request, the Seller may provide the space, which will result in a storage charge that will be the responsibility of the Buyer. In the event of changes in the plan for delivery of the product after the Buyer Order, there will be additional charges for transportation and handling. Additionally, if the product must be moved due to progress of other trades or other reason, this will result in additional charges that will be the responsibility of the Buyer.
- E. **DAMAGE:** After arrival at the site, any loss or damage caused by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the Buyer, and the Buyer agrees to hold the Seller harmless from loss for such reasons.
- F. **INSURANCE:** Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational Disease insurance are carried by the Seller and certificates will be delivered upon request. Fire, Tornado, Flood, and other insurance at the site will be provided and paid for by the Buyer.
- G. **DELIVERED GOODS:** Product delivered and brought onto the job site as scheduled shall be inspected by the Buyer or Buyer's designated contact for damage and count verification, and the Buyer will sign for the product as received, clearly noting any exception as to condition and/or count.
- H. **COORDINATION WITH BUYER CONTACT:** Buyer shall designate one person to coordinate the receipt, acceptance, and installation of product between the Seller and Buyer. Buyer contact will be available on site for signoffs on finished spaces.
- I. **DELIVERY AND/OR INSTALLATION TIMELINE (TIMELINE):** The Timeline will be established at the time of the order. The Timeline will be based on the BUYER's requested date as well as the Vendor/Manufacturer's ability to adhere to the dates and the Seller's ability to perform. Delivery and/or installation will be made during normal business hours (Mon-Fri 8am-5pm) unless otherwise noted on order (or quote). If overtime, weekends, or other nonstandard hours are required, the Seller will present a change order for the rate differential before the work is performed.
- J. **DELAYS:** If delays from the established Delivery and Installation Timeline (see TIMELINE section) occur, the product will be stored until installation can be completed. The Buyer will be invoiced for product in accordance with INVOICING section. Transfer and storage charges resulting from the delay shall be paid by the Buyer.

5. **ADDITIONAL TERMS:**

- A. **WARRANTY:** All product is warranted by the Seller to be free from defects in materials and workmanship for 6 months from delivery date unless otherwise specified.
- B. **TAXES:** Prices do not include any applicable sales, use, excise, or any other tax. Any applicable taxes will be added to prices at time of invoicing and the Buyer agrees to pay the same. Buyers exempt from taxes will furnish Certificates of Exemption.
- C. **TITLE AND RISK OF LOSS:** In general, title and risk of loss to the subject product will pass from the Seller to the Buyer as the Buyer is invoiced for the product. The Buyer acknowledges a lien on product until all invoices are paid in full.
- D. **NO OTHER AGREEMENTS:** There are no other agreements expressed or implied other than those specified herein and those set forth in the specifications attached. The terms and conditions set forth herein and in the above-mentioned documents may not be varied except upon the written approval of both Buyer and Seller. This quotation has been prepared for the named Buyer and remains the exclusive property of WorkSpace Interiors, Inc. No part of this document may be reproduced and or distributed without the express written consent of WorkSpace Interiors, Inc.

Accepted by _____ Title Item X16. Date _____



Item X16.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 4

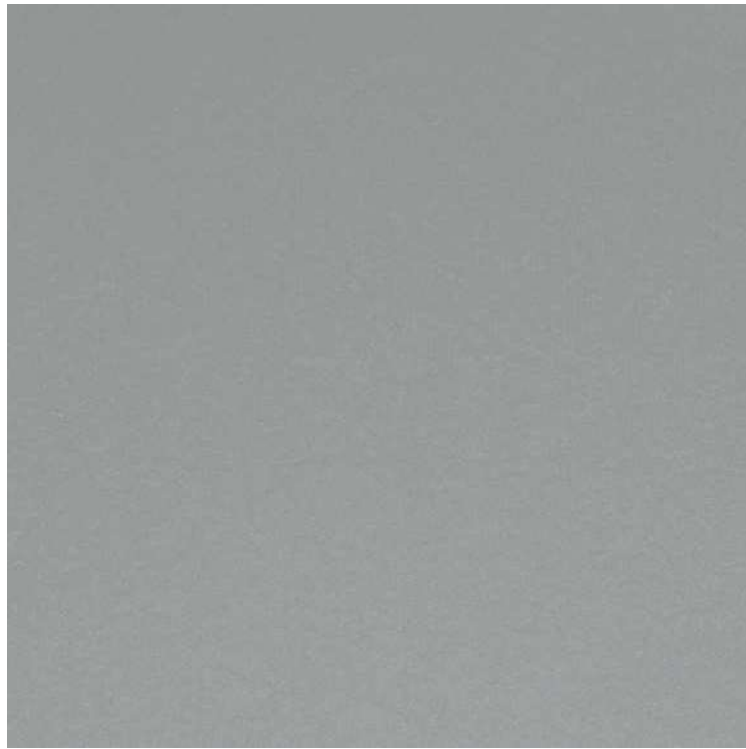
City of Kingsport

425 Broad Street
Kingsport, TN

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.27.23
LAST	11.07.23
SCAL	1/16" = 1'-0"

FF-1

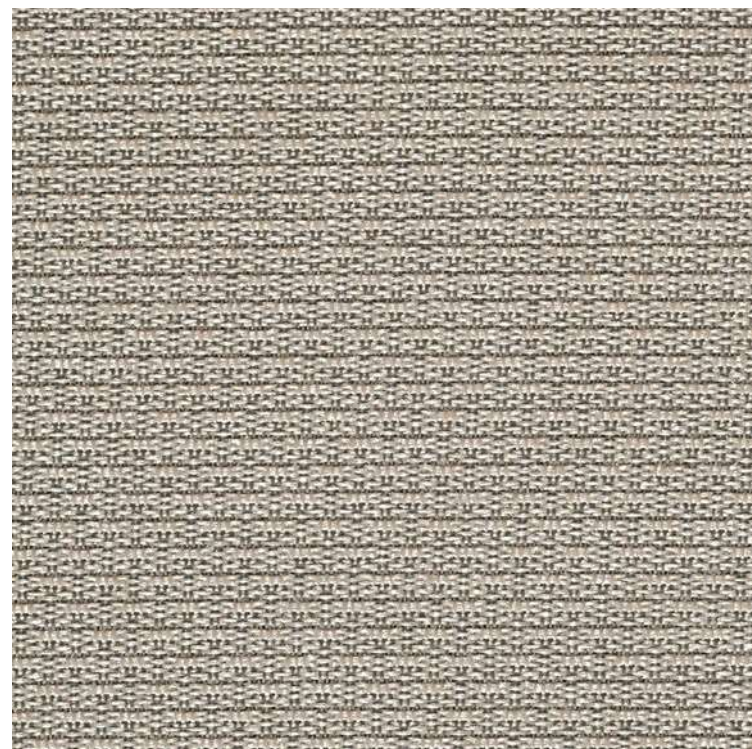




Platinum Metallic Paint
HA Table Legs and Panel Trim



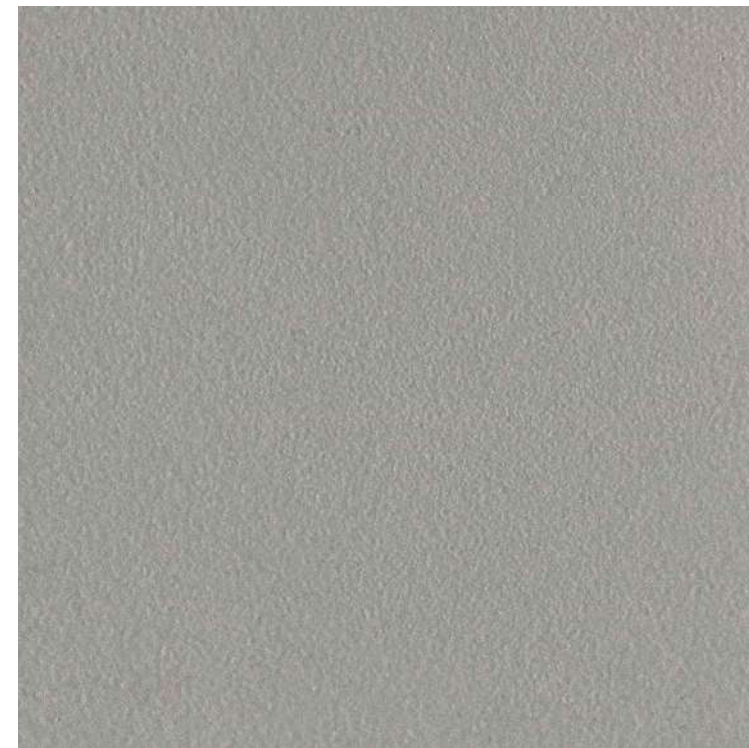
Clear Walnut Laminate
Casegood Finish



Boccie New Almond
Panel Fabric



Nickel Metal
Handle Pull Finish



Pewter Paint
Monitor Arm Finish

Item XI6.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.27.23
LAST	11.07.23
SCAL	1/16" = 1'-0"

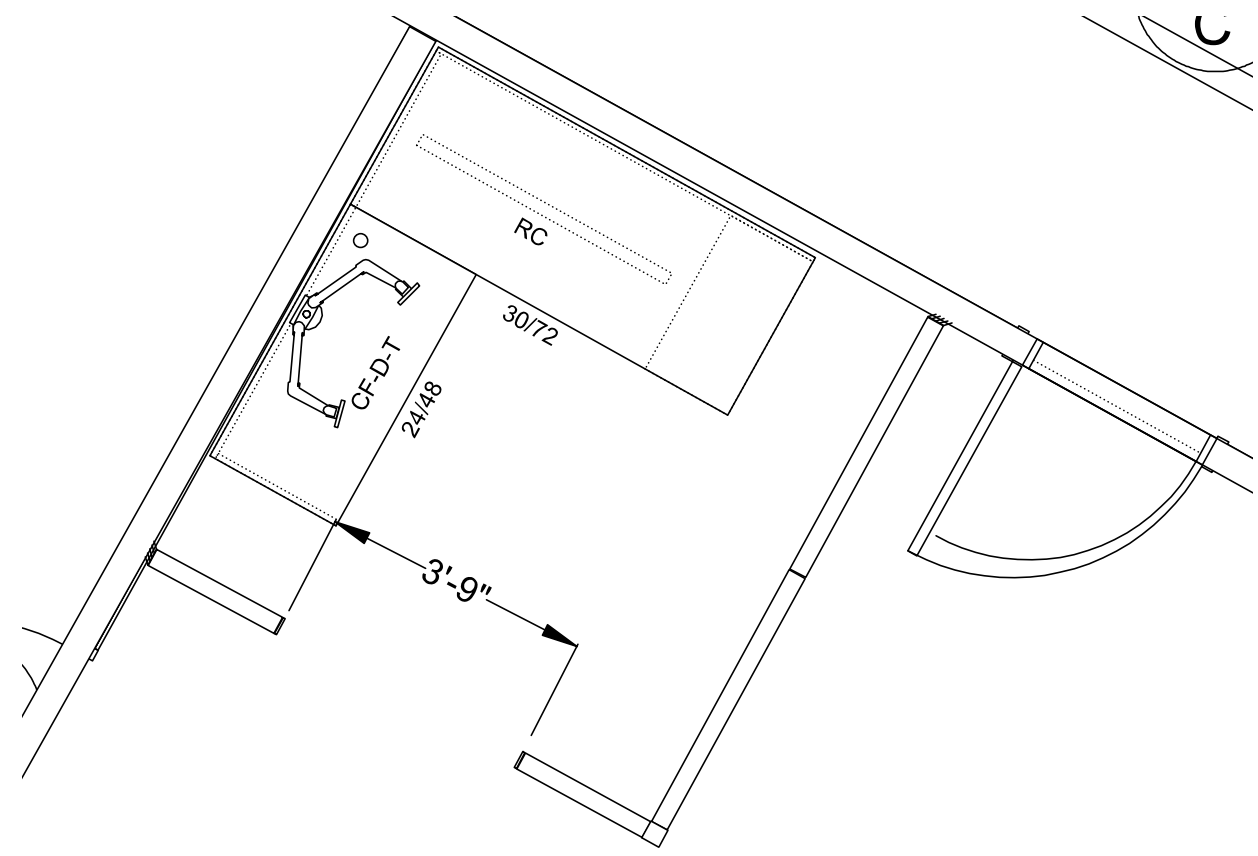
Finance Department - Level 4

City of Kingsport

425 Broad Street
Kingsport, TN



FF-2



408



Office 408 - Panels



Office 408 - Components

Item X16.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 4 - Office 408

City of Kingsport

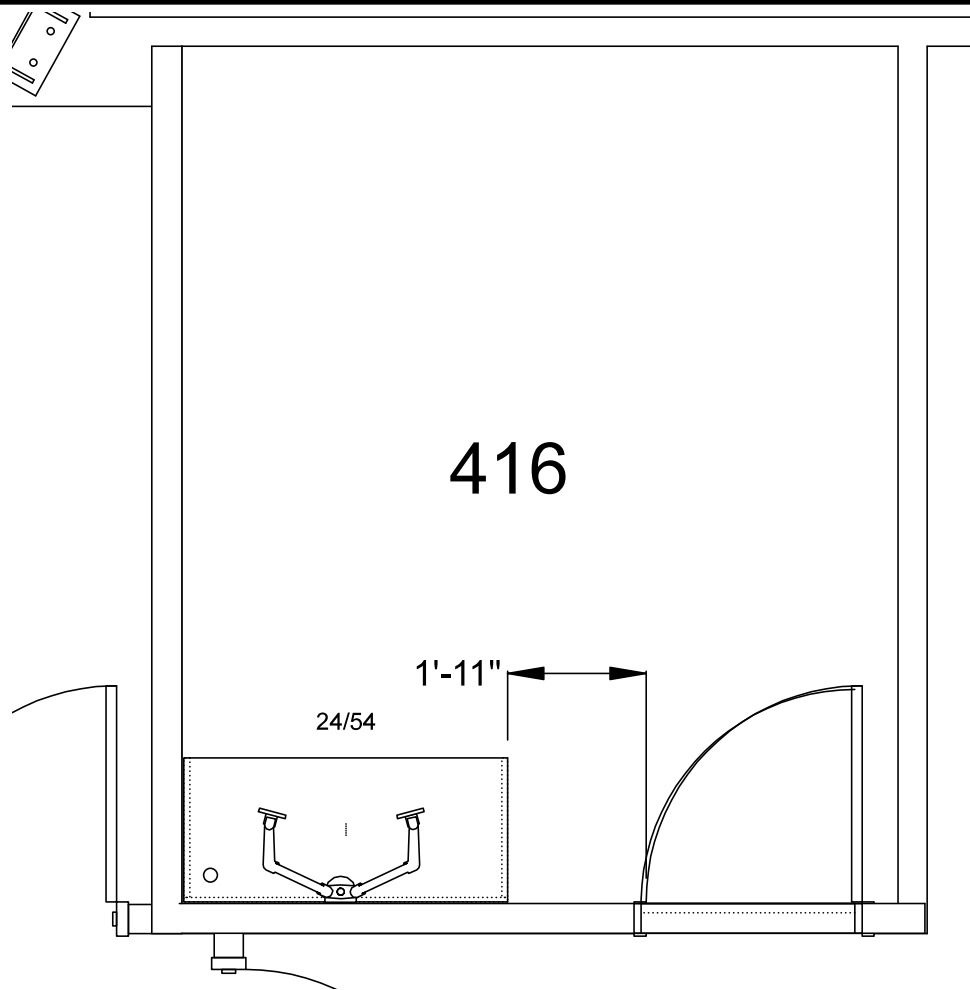
425 Broad Street

Kingsport, TN

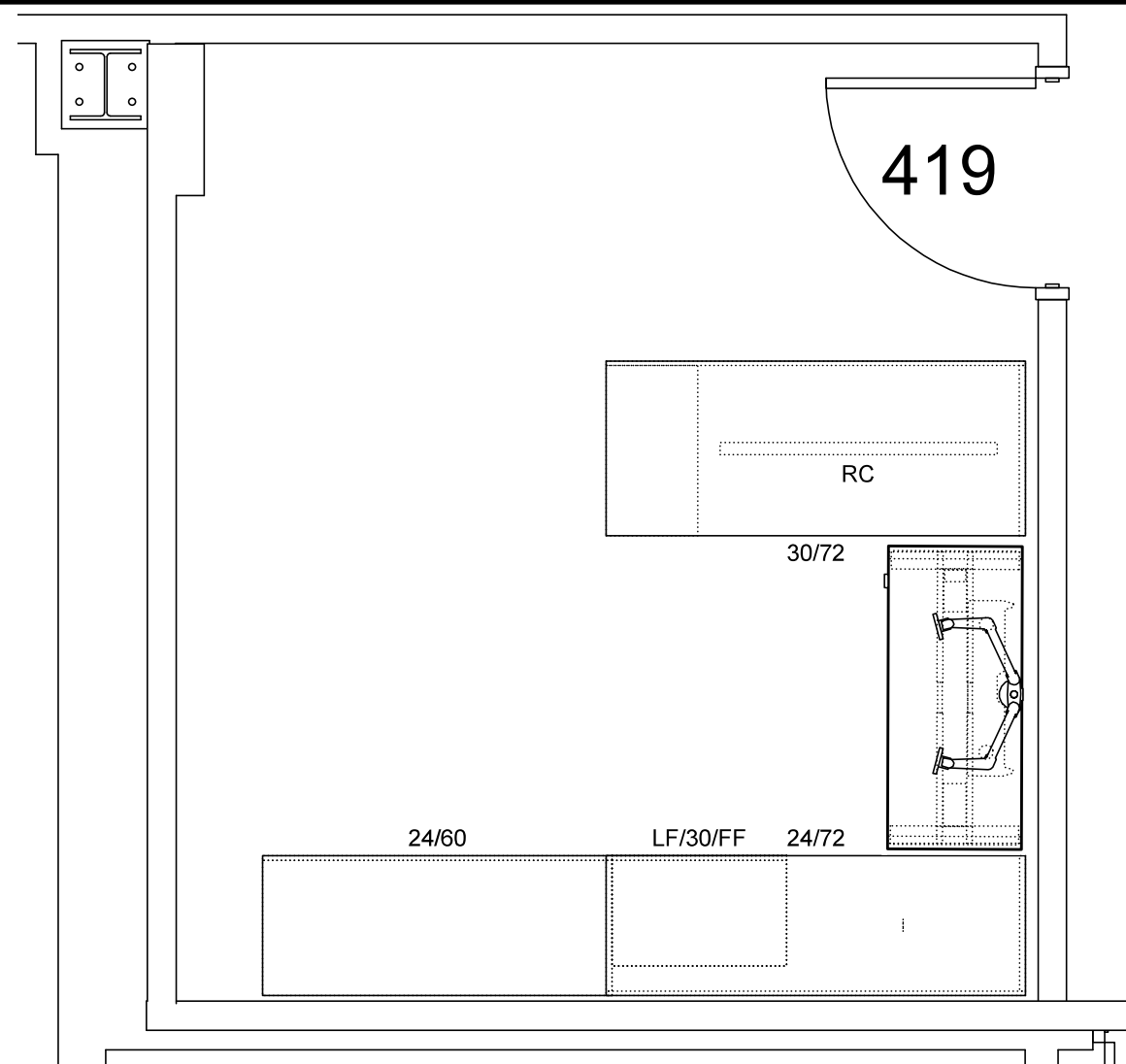
DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.27.23
LAST	11.07.23
SCAL	3/8"=1'-0"

FF-3





Office 416



Office 419

Item XI6.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM

Finance Department - Level 4 - Office 416

City of Kingsport

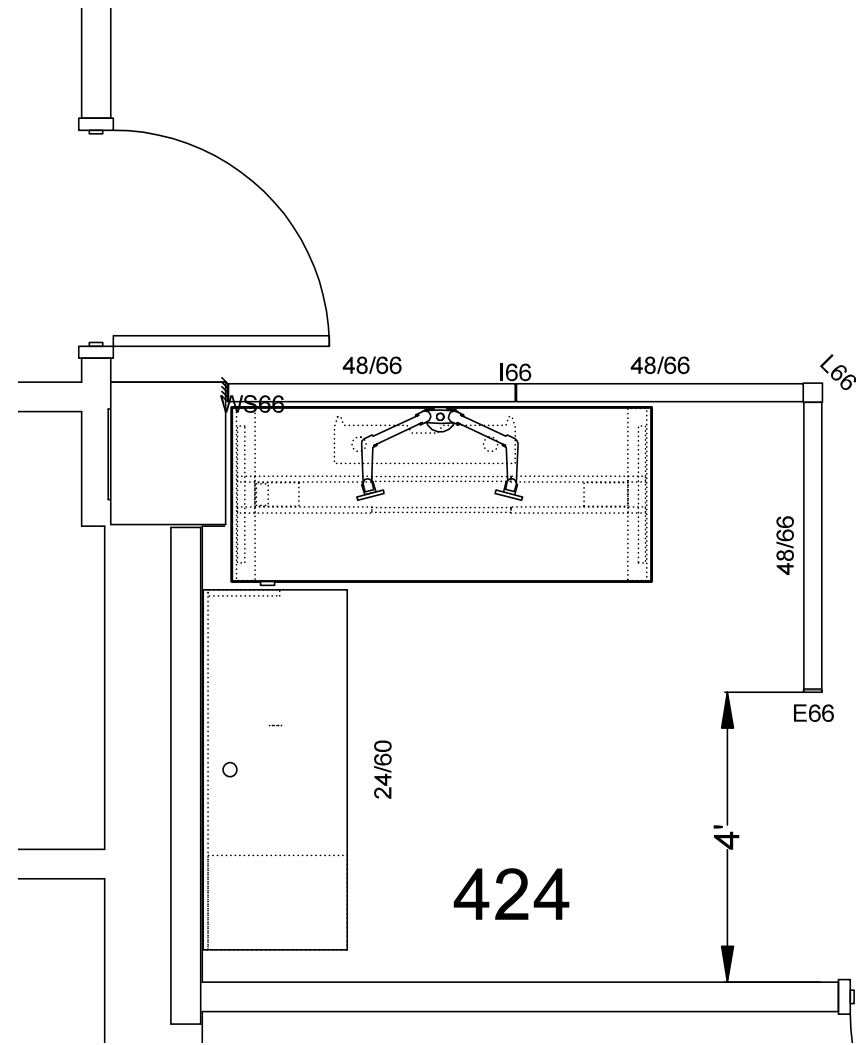
425 Broad Street

Kingsport, TN

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.27.23
LAST	11.07.23
SCAL	3/8" = 1'0"

FF-4





Office 424



Item X16.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 4 - Office 424

City of Kingsport

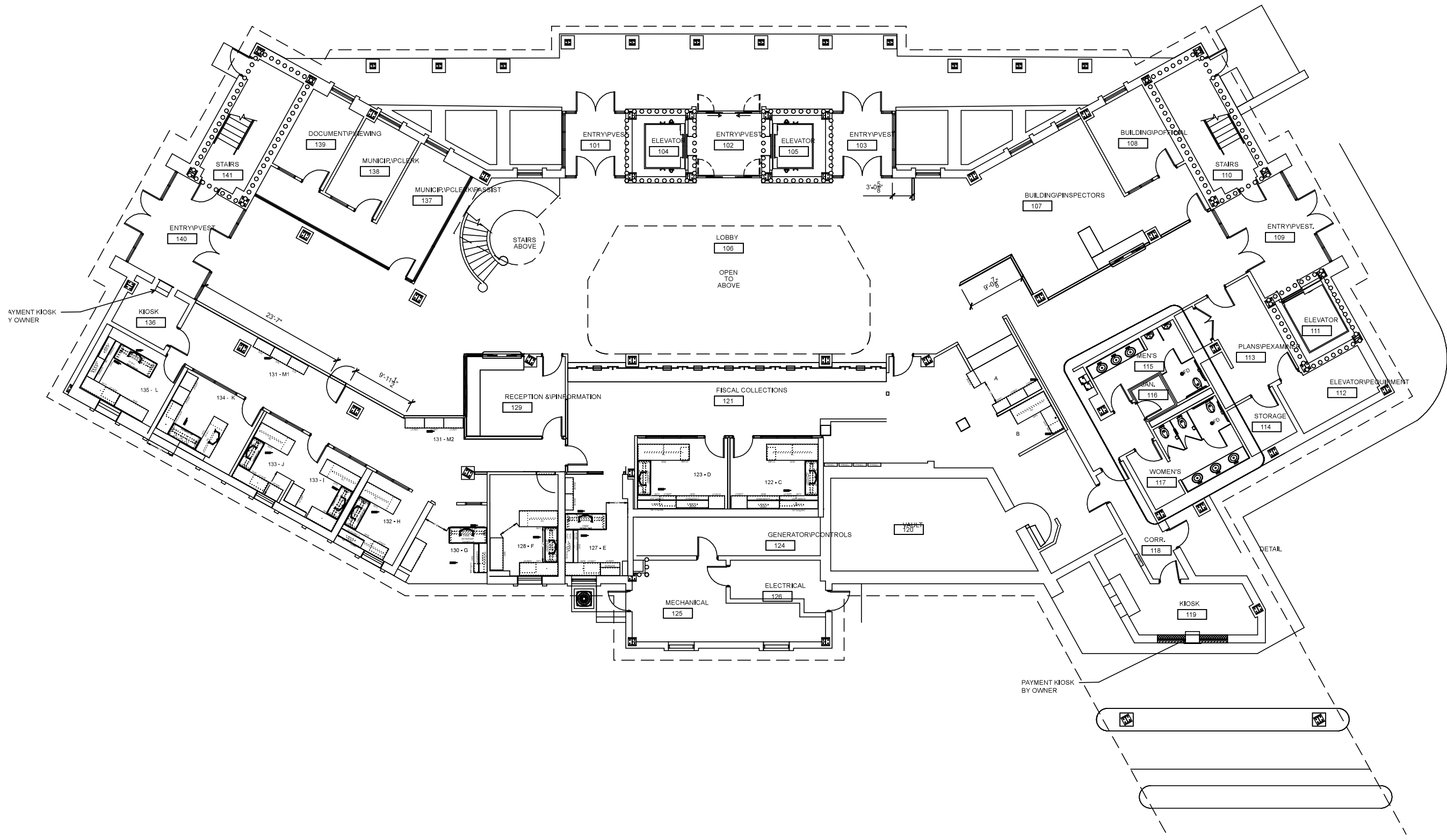
425 Broad Street

Kingsport, TN

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.27.23
LAST	
SCAL	3/8" = 1'0"

FF-5





Item X16.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

workspace interiors
 design solutions
 www.workspaceinteriors.com

Finance Department - Level 1

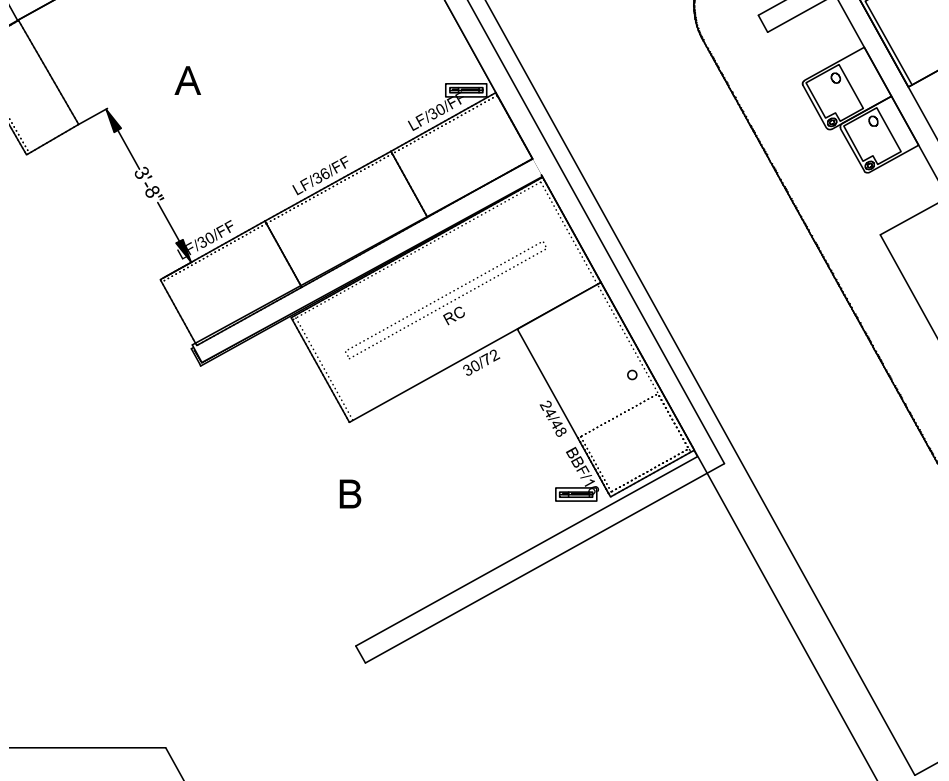
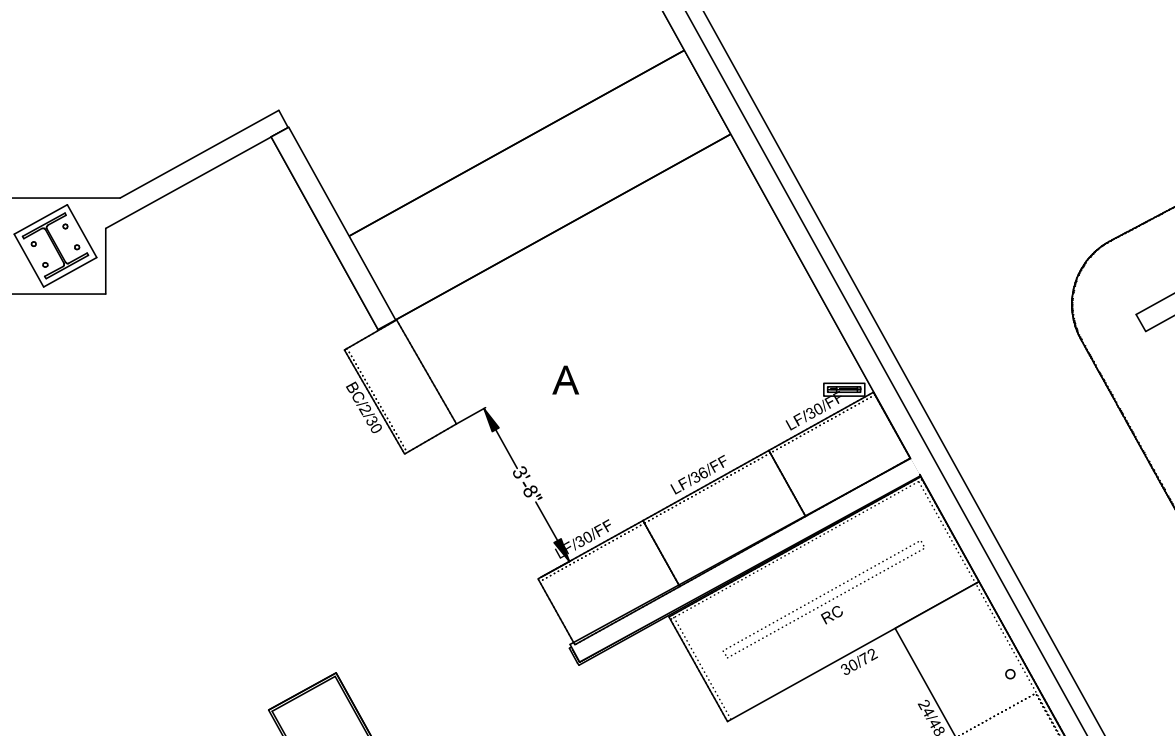
City of Kingsport

415 Broad Street
Kingsport, TN

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.26.23
LAST	11.07.23
SCAL	1/16 " = 1'-0"

FF-1

TRICITIES, TN
 200 e main street
 suite 300
 kingsport tn 37660
 p. 423.352.2600
 f. 423.352.2601
 KNOXVILLE, TN
 2820 middlebrook pike
 suite 104
 knoxville tn 37921
 p. 865.223.5404
 f. 865.223.5405



Area A



Area B

Item XI6.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 1 - Areas A and B

City of Kingsport

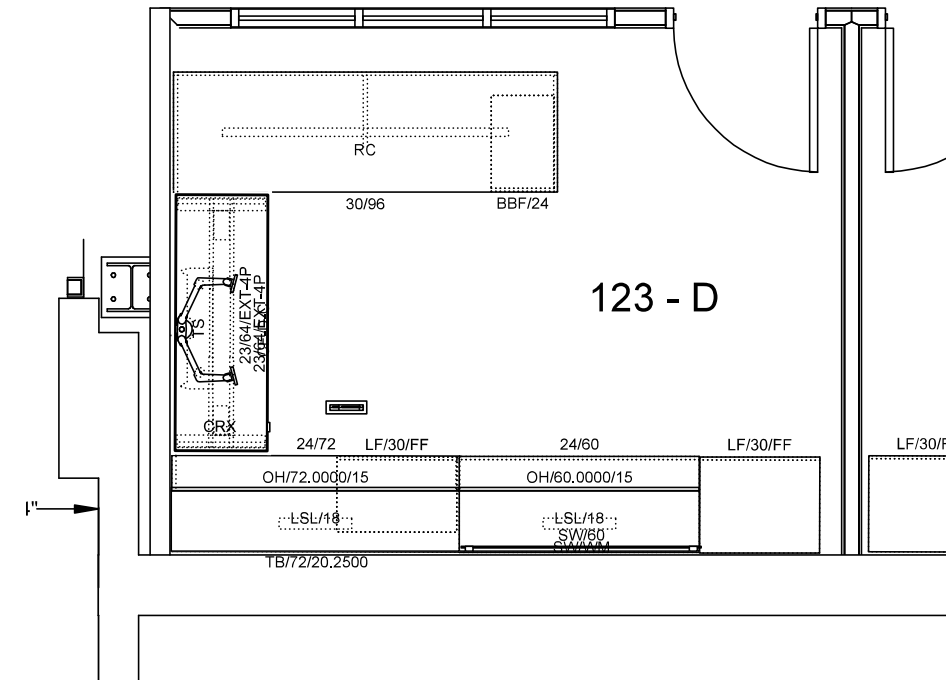
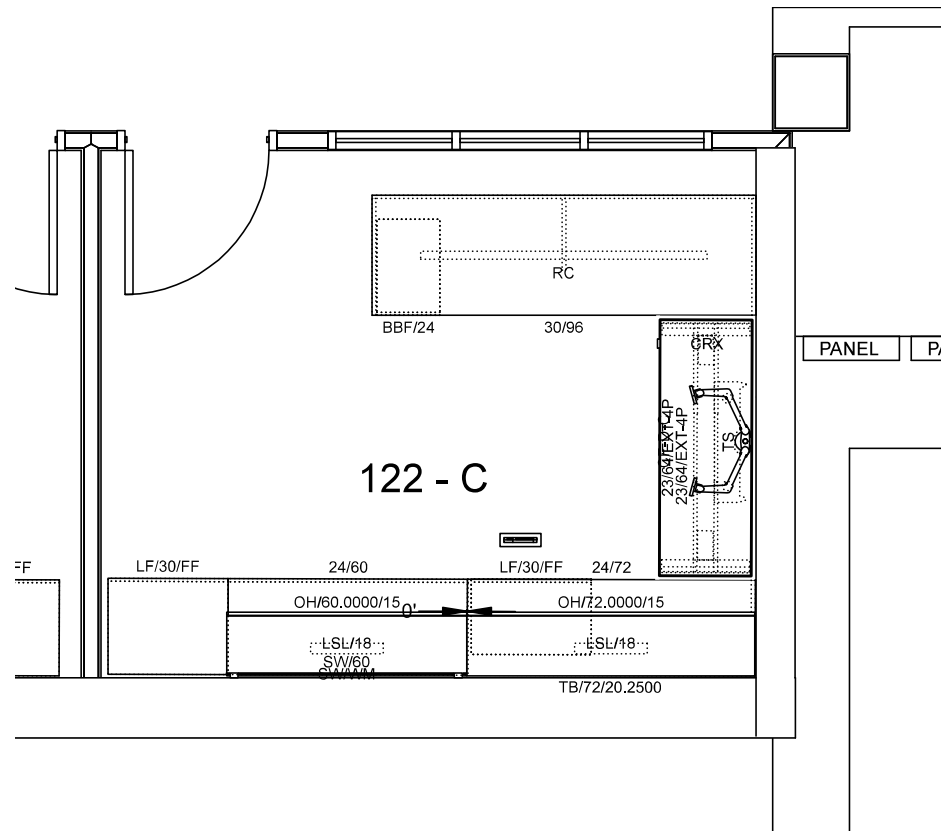
415 Broad Street
Kingsport, TN

workspace interiors
design solutions
www.workspaceinteriors.com

TRI-CITIES, TN
200 e main street
suite 300
kingsport tn 37660
p. 423.392.2600
f. 423.392.2601
KNOXVILLE, TN
2820 middlebrook pike
suite 104
knoxville tn 37921
p. 865.223.5404
f. 865.223.5405

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.26.23
LAST	11.07.23
SCAL	1/4"=1'-0"

FF-2



Area C - Office 122



Area D - Office 123

Item X16.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 1 - Areas C and D

City of Kingsport

415 Broad Street
Kingsport, TN

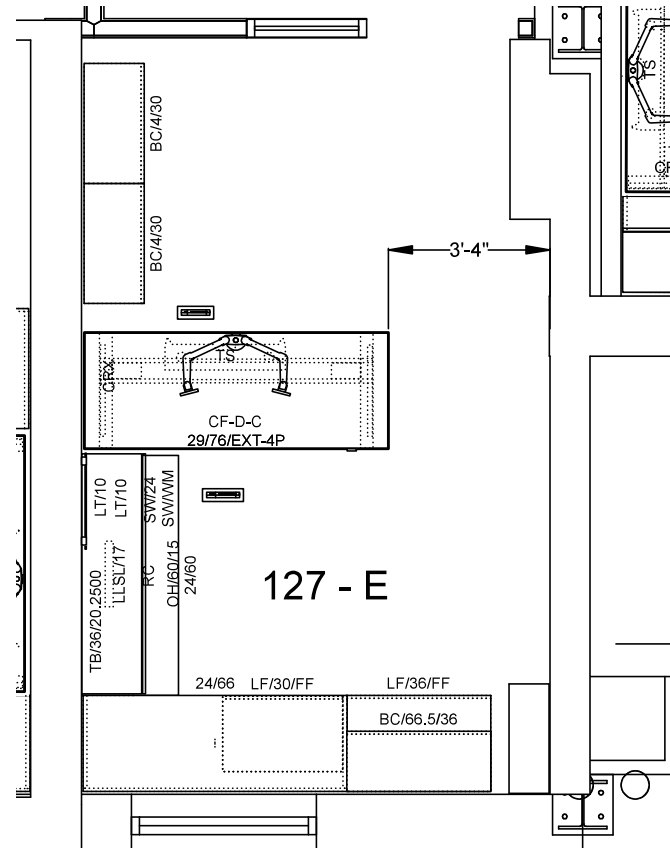
workspace interiors
design solutions
www.workspaceinteriors.com

TRI-CITIES, TN
200 e main street
suite 300
kingsport tn 37660
p. 423.352.2600
f. 423.352.2601

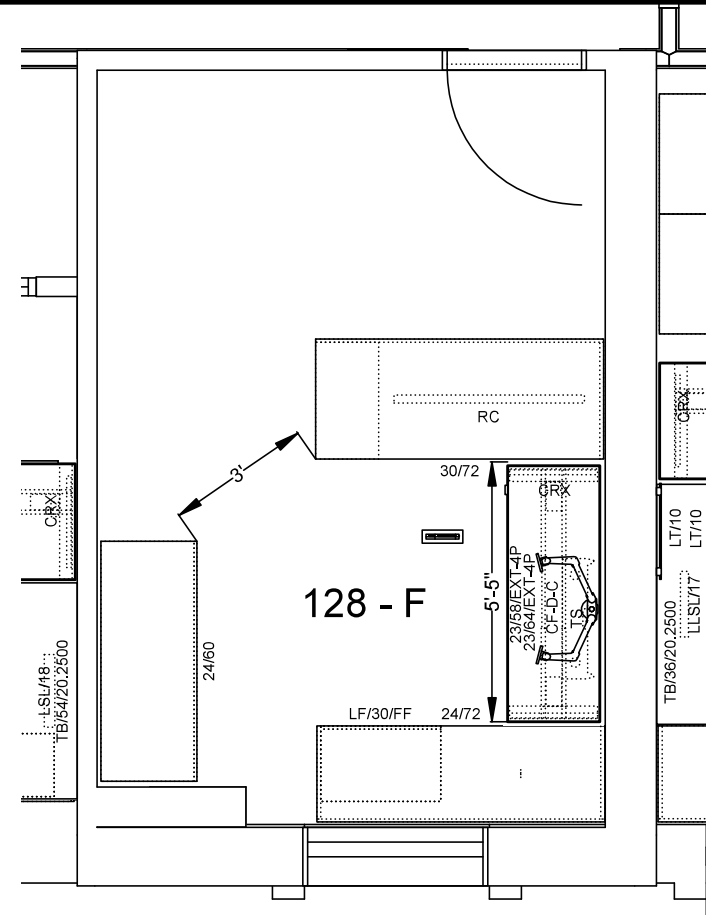
KNOXVILLE, TN
2820 middlebrook pike
suite 104
knoxville tn 37921
p. 865.223.5404
f. 865.223.5405

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.26.23
LAST	11.07.23
SCAL	1/4"=1'-0"

FF-3



Area E - Office 127



Area F - Office 128

Item XI6.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 1 - Areas E and F

City of Kingsport

415 Broad Street
Kingsport, TN

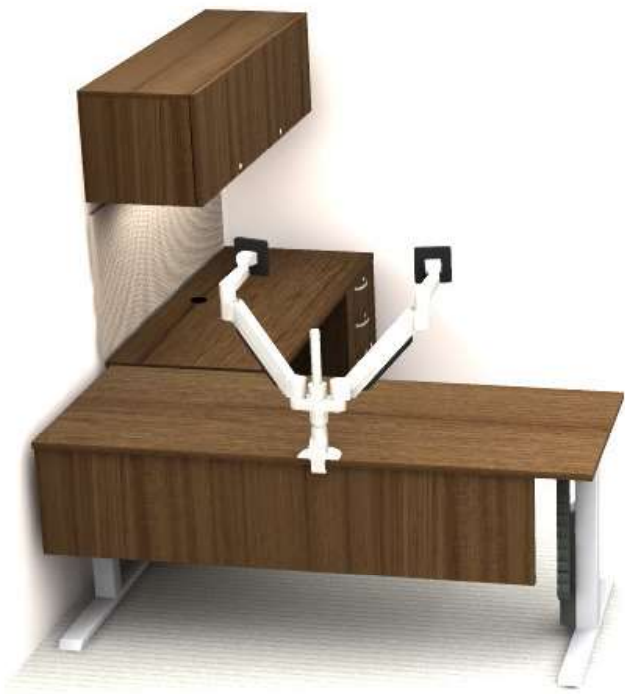
workspace interiors
design solutions
www.workspaceinteriors.com

TRI-CITIES, TN
200 e main street
suite 300
kingsport tn 37660
p. 423.352.2600
f. 423.352.2601

KNOXVILLE, TN
2820 middlebrook pike
suite 104
knoxville tn 37921
p. 865.223.5404
f. 865.223.5405

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.26.23
LAST	11.07.23
SCAL	1/4"=1'-0"

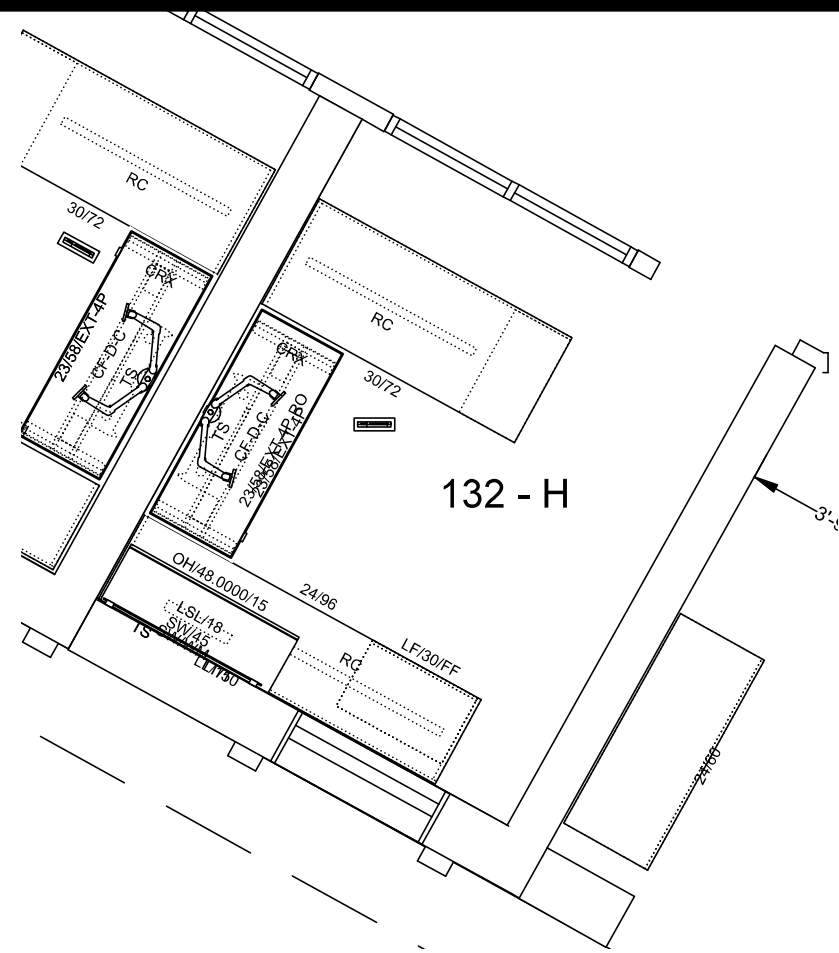
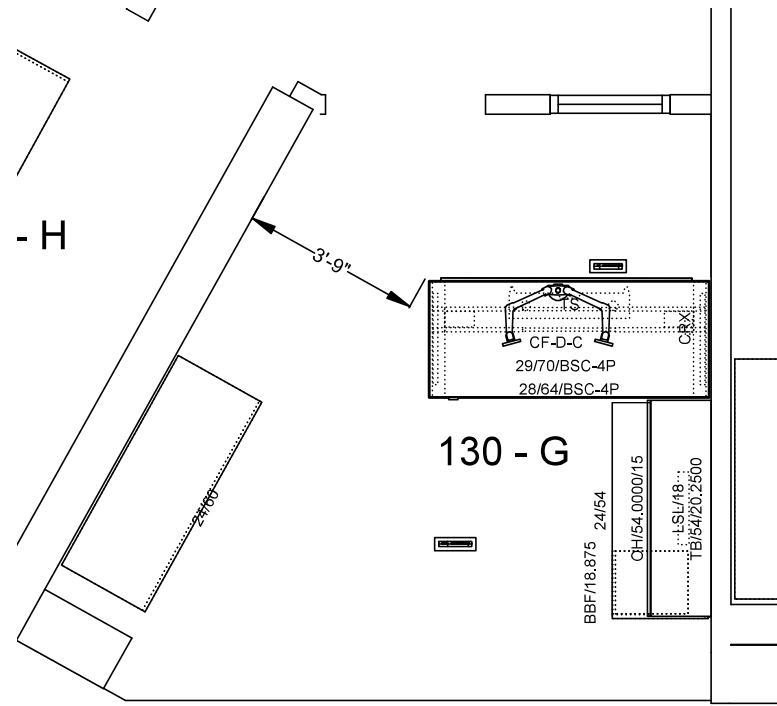
FF-4



Area G - Office 130

Area H - Office 132

Item X16.



THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 1 - Areas G and H

City of Kingsport

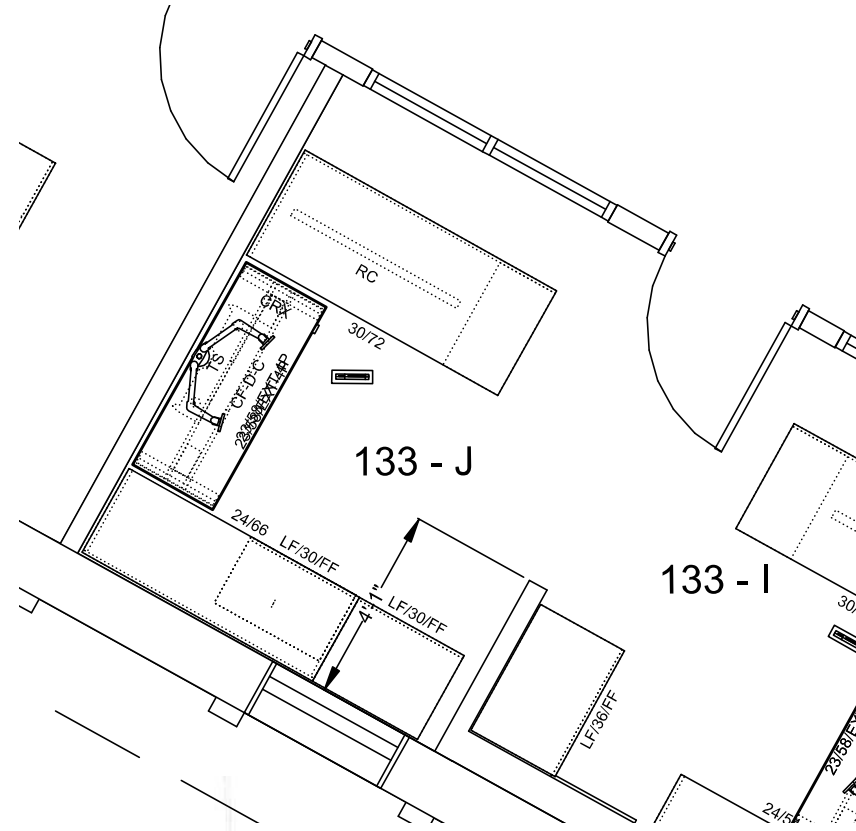
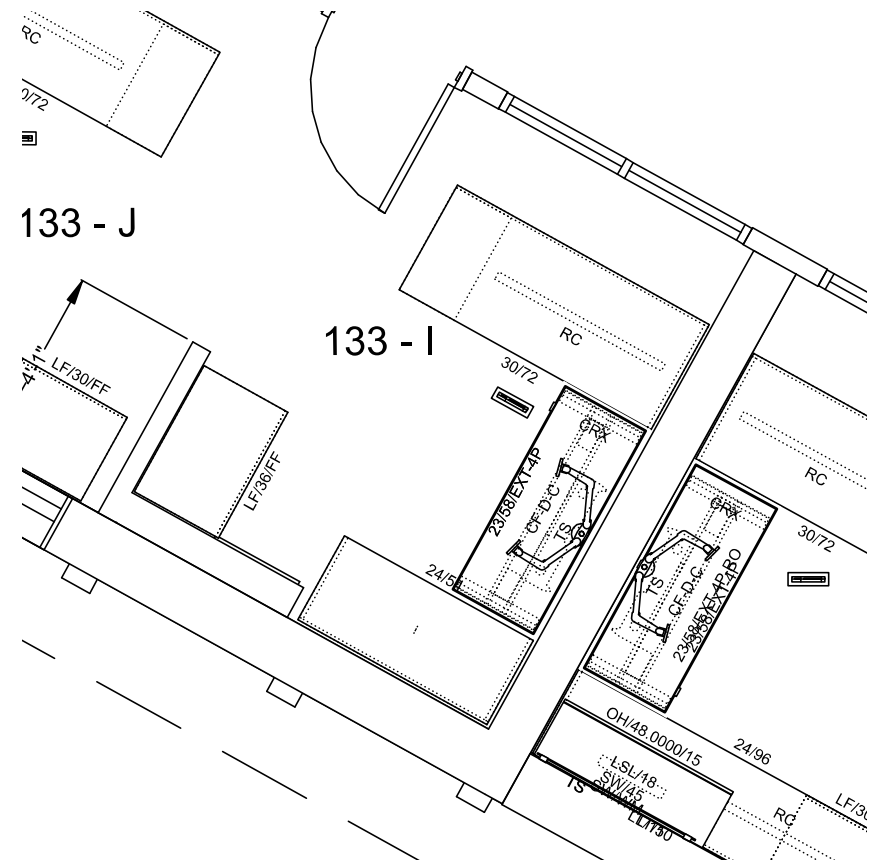
415 Broad Street
Kingsport, TN



TRICITIES, TN
200 e main street
suite 300
Kingsport tn 37660
p. 423.352.2600
f. 423.352.2601
KNOXVILLE, TN
2820 middlebrook pike
suite 104
Knoxville tn 37921
p. 865.223.5404
f. 865.223.5405
www.workspaceinteriors.com

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.26.23
LAST	11.07.23
SCAL	1/4"=1'-0"

FF-5



Area I - Office 133



Area J - Office 133

Item XI6.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 1 - Areas I and J

City of Kingsport

415 Broad Street
Kingsport, TN

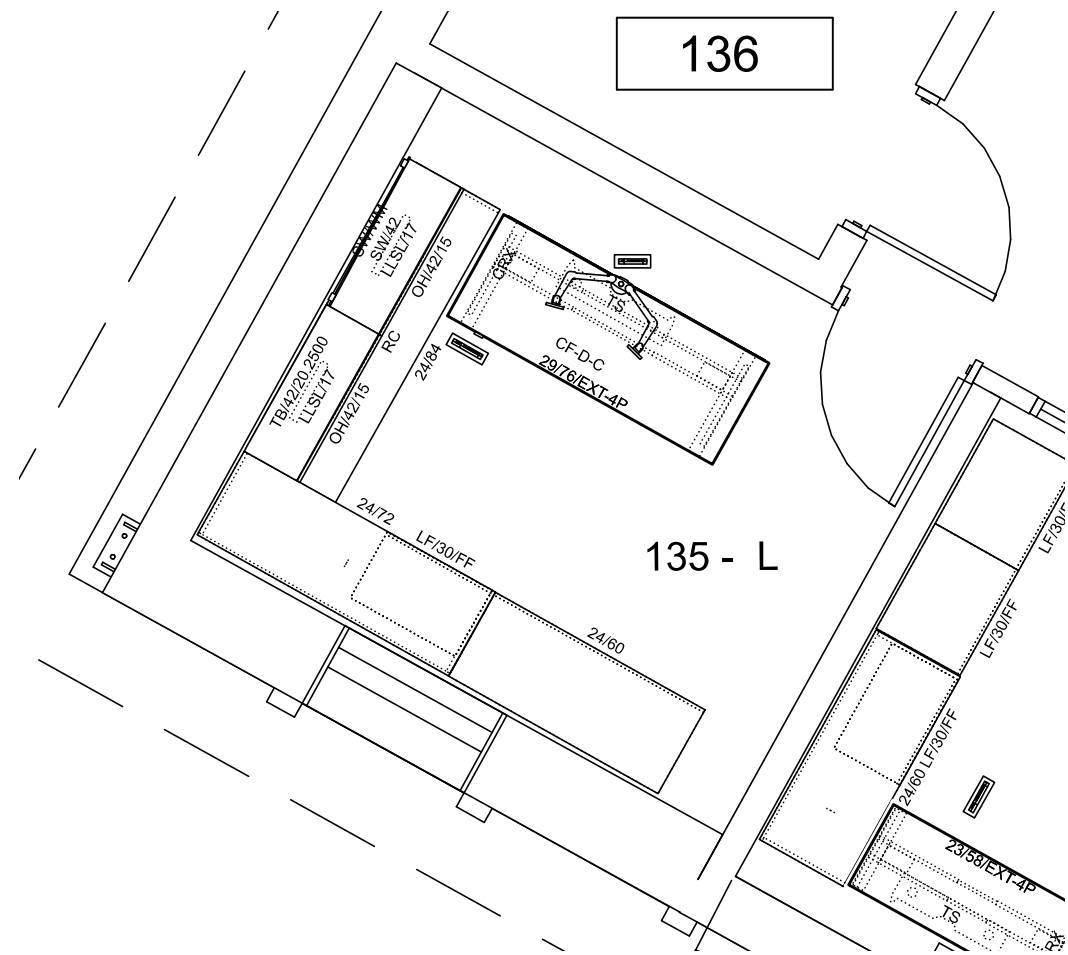
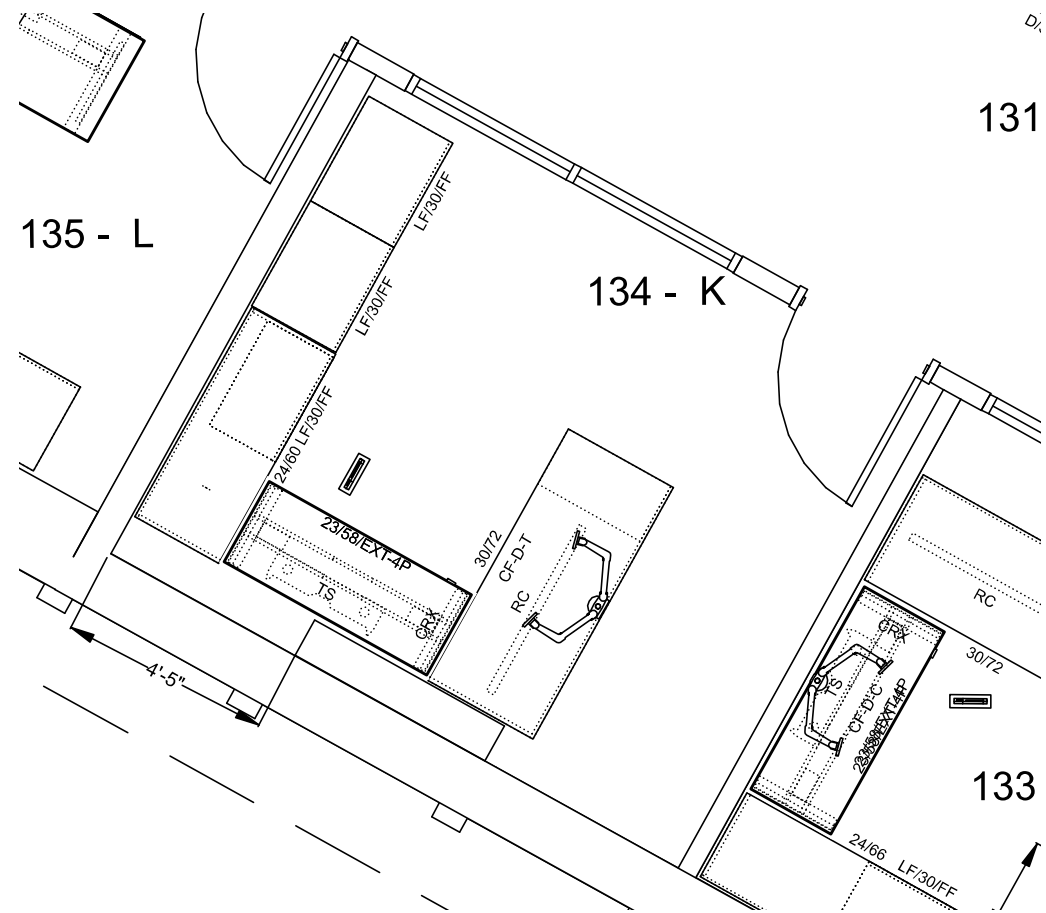
workspace interiors
design solutions
www.workspaceinteriors.com

TRI-CITIES, TN
200 e main street
suite 300
kingsport tn 37680
p. 423.352.2600
f. 423.352.2601

KNOXVILLE, TN
2820 middlebrook pike
suite 104
knoxville tn 37921
p. 865.223.5404
f. 865.223.5405

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.26.23
LAST	11.07.23
SCAL	1/4"=1'-0"

FF-6



Area K - Office 134



Area L - Office 135

Item XI6.

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 1 - Areas K and L

City of Kingsport

415 Broad Street

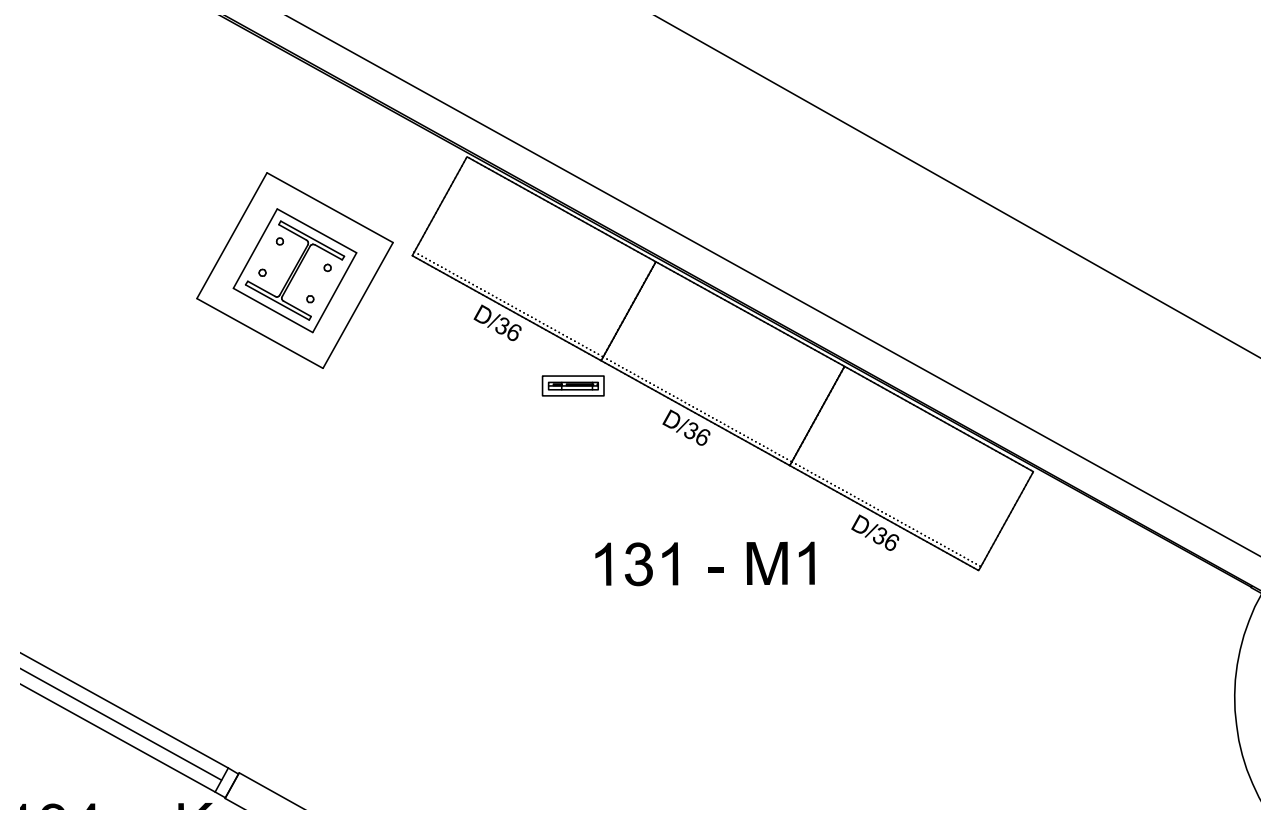
Kingsport, TN

workspace interiors
design solutions
www.workspaceinteriors.com

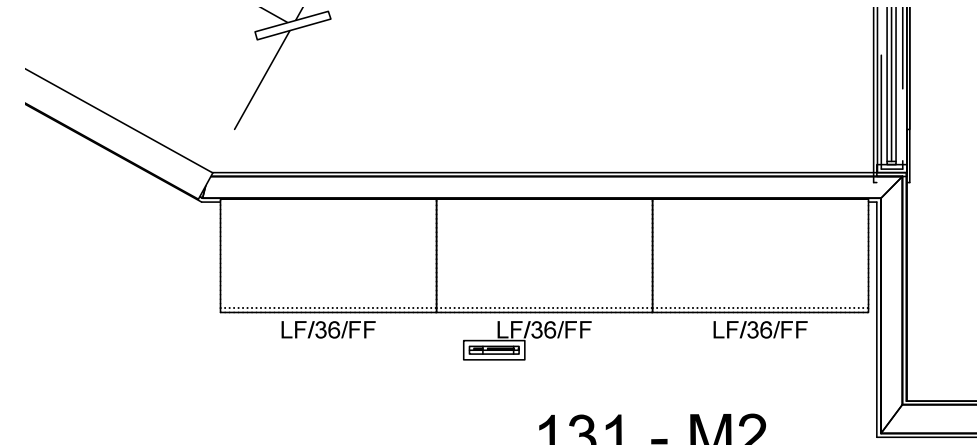
TRI-CITIES, TN
200 e main street
suite 300
kingsport tn 37660
p. 423.352.2600
f. 423.352.2601
KNOXVILLE, TN
2820 middlebrook pike
suite 104
knoxville tn 37921
p. 865.223.5404
f. 865.223.5405

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.26.23
LAST	11.07.23
SCAL	1/4"=1'-0"

FF-7



131 - M1



131 - M2



Area M1 - Corridor 131



Item XI6.



Area M2 - Corridor 131

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

Finance Department - Level 1 - Areas M1 and M2

City of Kingsport

415 Broad Street
Kingsport, TN

DRAWN BY	PROJ MGR
LW	RS
ORIGINAL	10.26.23
LAST	11.07.23
SCAL	3/8"=1'-0"

FF-8

workspace interiors
design solutions
www.workspaceinteriors.com

TRI-CITIES, TN
200 e main street
suite 300
kingsport tn 37660
p. 423.352.2600
f. 423.352.2601

KNOXVILLE, TN
2820 middlebrook pike
suite 104
knoxville tn 37921
p. 865.223.5404
f. 865.223.5405



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign Lease Agreements with Existing Not-For-Profit Entities within the V. O. Dobbins, Sr. Complex

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

Action Form No.: AF-379-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Kitty Frazier/Lindsey Devine
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will enter into 3-year lease agreements with 7 non-profit entities for space at V.O. Dobbins, Sr. Complex located at 301 Louis Street.

The City currently leases space in the V.O. Dobbins, Sr. Complex to 7 not-for profit entities with leases expiring at the end of December 2023. These entities include the United Way of Greater Kingsport, Palmer Center Foundation, Sons and Daughters of Douglass, Inc., Mountain Region Speech and Hearing Center, Inc., ALS Association Tennessee Chapter, American Legion Hammond Post 3, and Big Brothers Big Sisters of East Tennessee.

The leases will be for a term of 3 years at a rate of \$5.30 per square foot per annum, an increase of \$.20 over the current rate, and increasing \$.20 annually during the lease term. The lease agreements include termination for convenience by the city. The proposed rate increase has been reviewed with each of the tenants. No concerns were voiced.

Lease rates have not increased since inception in 2011. City operating expenses have increased during this time primarily from utilities and contracted services.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING LEASE AGREEMENTS WITH SEVEN NOT-FOR-PROFIT TENANTS FOR SPACE AT V.O. DOBBINS, SR. COMPLEX AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, nine not-for-profit entities currently lease space in the VO Dobbins Sr. Complex; and

WHEREAS, seven of the nine need to renew their leases which the parties agree shall be for a three year term; and

WHEREAS, the entities renewing the Lease Agreements for three years are: ALS Tennessee Chapter; American Legion, Hammond Post #3; Mountain Region Speech and Hearing Center, Inc; Palmer Center Foundation, Inc.; United Way of Greater Kingsport, Inc.; Big Brothers, Big Sisters of East Tennessee; and Sons & Daughters of Douglass, Inc; and

WHEREAS, the lease payment shall be based upon square footage calculated per annum at a rate of \$5.30 per square foot for the first year, \$5.70 per square foot for the second year and \$5.90 per square foot for the third year which are due and payable in 12 installments due on the first day of each month.

Now therefore,

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

SECTION I. That Lease Agreements with ALS Tennessee Chapter, American Legion, Hammond Post #3, Mountain Region Speech and Hearing Center, Inc, Palmer Center Foundation, Inc., United Way of Greater Kingsport, Inc., Big Brothers, Big Sisters of East Tennessee, and Sons & Daughters of Douglass, Inc., set out generally below, are approved.

Lease

This Lease (hereinafter called "Lease") is made on the ___ day of _____, 2023 by and between the City of Kingsport, Tennessee, a municipal corporation organized under the laws of state of Tennessee (hereinafter called "Landlord") and _____, a non-profit 501(c) qualified corporation (hereinafter called "Tenant").

WITNESSETH:

In consideration of the mutual covenants, promises and rents contained herein the parties agree as follows:

SECTION 1. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord premises containing approximately _____ (____) square feet, (hereinafter called "Leased Premises"), as shown outlined in red on the floor plan attached hereto as Exhibit "A", and known as Suite _____ located in the office building known as V. O. Dobbins Nonprofit Wing (hereinafter called "Office Building"), which is situated on that certain parcel of land (hereinafter called "Office Building Area") more particularly described in Exhibit "B" attached hereto. The following covenants are a part of this Lease and shall be applicable at all times throughout the term of this Lease, any extensions or renewals thereof and as otherwise set forth herein:

SECTION 2. Tenant shall pay to Landlord without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises at the rate of Five and 30/100 Dollars (\$5.30) per square foot per annum for the period of January 1, 2024-December 31, 2024, payable in advance in equal monthly installments of _____ (\$_____) each on the first day of each month during the term hereof. For the period of January 1,

2025 through December 1, 2025 rent for the Leased Premises at the rate of Five and 50/100 Dollars (\$5.50) per square foot per annum, payable in advance in equal monthly installments of _____/100 Dollars (\$_____) each on the first day of each month during the term hereof. For the period of January 1, 2026 through December 1, 2026 rent for the Leased Premises at the rate of Five and 70/100 Dollars (\$5.70) per square foot per annum, payable in advance in equal monthly installments of _____/100 Dollars (\$_____) each on the first day of each month during the term hereof. All rentals payable by Tenant to Landlord under this Lease shall be paid to the Landlord at the office of the Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment. Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable. If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law provided in respect of rentals.

SECTION 3.

3.1. The Leased Premises shall be used by Tenant only as general office space and for no other purpose.

3.2. Tenant shall comply with all laws and ordinances, all rules and regulations of governmental authorities, and all rules and regulations as Landlord may prescribe on written notice to Tenant with respect to the use or occupancy of the Leased Premises, Office Building, or Office Building Area.

3.3 Tenant agrees that it shall not: (a) use, occupy, or permit the Leased Premises to be used or occupied for any unlawful purposes or for purposes not specified in this Lease; (b) use, occupy, or permit the Leased Premises or any part of the Leased Premises to be used or occupied, or do or permit anything to be done in or on the Leased Premises in any manner which shall cause or be likely to cause structural damage to the Leased Premises or any part thereof; (c) do any act or fail to do any act which constitutes waste or a public or private nuisance; or (d) do anything that would jeopardize or cause Landlord to lose the tax exempt status of its tax exempt bonds, issued to finance the Office Building or Office Building Area.

3.4. Tenant covenants and represents that it has received tax exempt 501(c)(3) status under the Internal Revenue Code from the Internal Revenue Service and that it shall maintain such status during the entire term of this Lease, and that if such status changes or is withdrawn by the Internal Revenue Service Tenant shall immediately notify Landlord and this Lease shall immediately terminate. Tenant understands that this covenant and representation is material to the Landlord's decision to lease the Leased Premises to Tenant. Tenant understands that Landlord has financed the construction of the Office Building with tax exempt financing and may lease parts of the building to qualified governmental or tax exempt 501(c) entities. Tenant shall provide Landlord with a copy of the Tenant's 501(c)(3) determination letter. Tenant shall provide Landlord with an opinion of counsel from the Tenant's counsel, satisfactory in form to the Landlord's bond counsel, that the Tenant is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

SECTION 4. The term of this Lease shall begin on the "Date of Occupancy", as hereafter defined and shall end three (3) years after the Date of Occupancy with such rights of termination as are expressly set forth in this Lease. The Date of Occupancy is defined as is the latter of sixty (60) days after the Leased Premises is made available to Tenant by Landlord, which in no event shall be prior to the receipt of a certificate of occupancy by Landlord or August 1, 2023, whichever occurs last. It is expressly understood and agreed that this Lease shall be binding upon both parties from the date first written above until the Date of Occupancy and thereafter according to its terms.

SECTION 5. Upon occupying the Leased Premises, Tenant thereby accepts the same and acknowledges that the Leased Premises are in a habitable condition. All improvements to the Leased Premises by Tenant shall be provided at its expense and shall be subject to Landlord's approval, which consent may be withheld by the Landlord in its sole discretion for any reason. On or prior to the date upon which Tenant occupies the Leased Premises, Landlord may, by notice to Tenant, change the location of and amend the description of the Leased Premises from description contained herein to a similar location on the same floor or another floor and Landlord represents that such other space will contain substantially identical dimensions. On the happening of the foregoing event, Tenant and Landlord agree to execute an agreement redescribing the Leased Premises. Landlord shall, on not less than thirty (30) days notice to Tenant, have the right to move Tenant out of the Leased Premises and into similar space of at least equal area. In such event Landlord shall remove, relocate and reinstall Tenant's equipment, furniture and fixtures and redecorate the new space similar to the old space, all of which shall be done at Landlord's sole cost and expense and without cost or expense to Tenant, and for the balance of its term this Lease shall continue in full force and effect and shall apply to the new space with the same force and effect as though this lease agreement had

originally been for such new space.

SECTION 6. Tenant shall have the right to nonexclusive use, in common with others of (a) automobile parking areas, driveways and footways, and (b) such loading facilities, elevators and other facilities as may be constructed and designated, from time to time, by Landlord in the Office Building Area for use by tenants of the Office Building, all subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord shall have the right to make changes or revisions in the common areas of the Office Building and the Office Building Area, and Landlord shall have the right to construct additional buildings in the Office Building Area for such purposes as Landlord may deem appropriate. The Douglass Room and the Eastman Conference Room are NOT considered common areas and their use is set out in Section 7 below.

SECTION 7.

7.1. Each Tenant is allowed use of the Douglass Room four (4) times annually, on weekdays, at no charge, for a 10 hour maximum per use. Use of the Douglass Room above the 4th time, on weekdays, is at 50% less than the usual fee for use of the room.

7.2. Each Tenant is allowed use of the Eastman Conference Room twelve (12) times annually, for a 10 hour maximum per use. Use of the Eastman Conference Room above the 12th time is at 50% less than the usual fee for use of the room.

SECTION 8. Landlord shall furnish at all hours, seven days a week, including holidays, heat and air conditioning for the Leased Premises, toilet facilities for the use of the employees, customers, and other invitees of Tenant; and electricity for lighting purposes. Landlord shall not be liable for full or partial stoppage or interruption of the above services or utilities if caused by events reasonable beyond Landlord's control.

SECTION 9. The Office Building and Office Building Area are currently not subject to real estate tax. In the event the Office Building or Office Building Area are subject to real estate tax Tenant agrees it shall pay, as additional rent, its proportionate share, as hereinafter determined, of any real estate taxes due and payable with respect to the Office Building and Office Building Area for each calendar year which commences during the term of this Lease. The Tenant's proportionate share shall be determined by taking the amount of real estate tax and multiplying that number by a fraction, the numerator of which is the total number of square feet of the Leased Premises and the denominator of which is the total number of square feet of leasable area in the Office Building, and the result shall be the proportionate share of the real estate taxes payable by the Tenant.

SECTION 10.

10.1. This Lease and the tenancy hereby created shall cease and terminate at the end of the original Term hereof, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Leased Premises from a Tenant holding over to the same extent as if statutory notice had been given.

10.2. At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the Leased Premises, broom clean and in as good condition as it was at the beginning of the Term, reasonable wear and damage excepted. All property of Tenant remaining on the Leased Premises after the expiration or earlier termination of this Lease shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal. Landlord may have any such property stored at Tenant's risk and expense.

10.3. In addition to the termination rights otherwise set forth in this Lease Tenant may terminate this Lease for its convenience at any time by giving written notice to Landlord at least thirty (30) days prior to the date when such termination becomes effective. Tenant shall pay the rent and expenses to the date of termination. Such termination shall not be a default. Additionally, Tenant may terminate this Lease, subject to the right of cure, at any time for any of the following causes: (a) failure of the Landlord to reasonably provide any of the services required under the terms of this Lease or any other breach of the terms of this Lease by Landlord that is not adequately remedied within twenty (20) consecutive calendar days of the mailing of written notices thereof to Landlord, provided that if the nature of Landlord's default is such that more than twenty (20) consecutive calendar days are reasonably required for its cure, then Landlord shall not be deemed to be in default if the Landlord commences to cure within the twenty (20) day period and thereafter diligently prosecutes such cure to completion.

10.4. Landlord may in its sole discretion immediately terminate this Lease and take possession of the Leased Premises if: (a) Landlord receives an opinion of its bond counsel that the continued lease of the Leased Premises to the Tenant would adversely affect the tax-exempt status of any bonds

financing the Office Building; (b) or Tenant fails to observe or perform any of the express covenants or provisions of this Lease where such failure shall continue for a period of twenty (20) consecutive calendar days after written notice thereof from Landlord to Tenant, provided that if the nature of Tenant's default is such that more than twenty (20) consecutive calendar days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences to cure within the twenty (20) day period and thereafter diligently prosecutes such cure to completion. In addition to the termination rights otherwise set forth in this Lease Landlord may terminate this Lease for its convenience at any time by giving written notice to Tenant at least thirty (30) days prior to the date when such termination becomes effective.

10.5 The right to cure by Tenant does not apply to termination due to Tenant's failure to maintain its 501(c)(3) status as required by Section 3 herein.

SECTION 11. Tenant shall replace promptly at its own expense with glass of like kind and quality any plate glass of the Leased Premises which may become broken or cracked due to any act or negligence, by action or omission, of Tenant, its agents, employees, invitees, or licensees, or otherwise, unless damaged by casualty, or act of Landlord, its agents or employees. Tenant shall maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition, except for Landlord's obligations to furnish janitor service.

SECTION 12. Landlord shall keep the exterior of the Leased Premises and common areas of the Office Building in good repair. Tenant shall give Landlord written notice of the necessity for such repairs. Provided, however, Tenant shall be responsible for the cost of any repair due to damage caused by the willful misconduct or negligence of Tenant, its agents, employees, invitees, or licensees. Tenant shall keep the interior of the Leased Premises in good repair. Tenant shall not overload the electrical wiring serving the Leased Premises or within the Leased Premises, and shall install at its own expense any additional electrical wiring which may be required in connection with Tenant's equipment or apparatus, but only after obtaining Landlord's written approval, which consent may be withheld by the Landlord in its sole discretion for any reason.

SECTION 13. Tenant shall not make any alteration to the Leased Premises or any part thereof without first obtaining Landlord's written approval of such alteration, which consent may be withheld by the Landlord in its sole discretion for any reason. Tenant agrees that any improvements made by it shall immediately become the property of Landlord and shall remain upon the Leased Premises in the absence of agreement to the contrary. Tenant shall not cut or drill into or secure any fixtures, apparatus, or equipment of any kind to any part of the Leased Premises without first obtaining Landlord's written consent, which consent may be withheld by the Landlord in its sole discretion for any reason.

SECTION 14. No signs shall be constructed or painted on the windows, doors, outside walls, roof, or exterior of the Leased Premises or in or around the grounds of the Office Building, the right-of-way, or adjacent properties, without the prior written consent of Landlord, which consent may be withheld by the Landlord in its sole discretion for any reason, and Landlord reserves the right to require Tenant to remove any such signs not previously consented to by Landlord from said roof, windows, doors, outside walls or exterior of the Leased Premises or common areas. In the event Tenant does not promptly remove any such sign or signs upon notice from Landlord to do so Landlord shall have the right to remove such sign or signs at Tenant's expense, and Tenant shall promptly reimburse Landlord therefor. Landlord shall provide, at Landlord's expense, a lobby directory in the main lobby of the building of which the Leased Premises are a part identifying tenants and suites. Tenant shall have the right to display a building standard sign at its suite entrance. Tenant shall not place or install any racks, stands, trade fixtures, or other displays of products or services on the outside of the Leased Premises, in or around the grounds of the Office Building, the right-of-way, or adjacent properties, without the express prior written approval of Landlord, which consent may be withheld by the Landlord in its sole discretion for any reason.

SECTION 15.

15.1. Tenant shall keep in force at its own expense so long as this Lease remains in effect, public liability insurance with respect to the Leased Premises with companies licensed to do business in the State of Tennessee acceptable to the Landlord and in form acceptable to Landlord with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person; \$5,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of \$100,000.00. Tenant shall deposit a certified copy of the policy or policies of such insurance, with Landlord. Such policies shall name Landlord as an additional insured. The policy or policies of insurance shall require thirty (30) days notice to Landlord for any change, cancellation, or non-renewal and shall contain the following or similar wording:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS

WRITTEN NOTICE TO THE ALL NAMED INSURED HEREIN.

15.2 If the insurance policy or policies expire during the term of this Lease, a renewal certificate or binder shall be filed with Landlord fifteen (15) days prior to the renewal date. If Tenant shall not comply with its covenants made in this Section 15, Landlord may, at its option, cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay the premiums for such insurance promptly upon Landlord's demand.

15.3. To the extent possible, Tenant shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all claims against the Landlord as to such claims covered by such insurance. Nothing herein shall be construed to vary the force and effect of paragraph 15.1 of this Section 15, and nothing contained in this Section 15 shall be deemed to excuse Landlord from its own negligence.

SECTION 16. Landlord, its agents and employees, shall not be liable for any damage to property of the Tenant entrusted to employees of the Office Building or to any property, goods, or things contained in the Leased Premises or stored in the basement, or other part of the Office Building, unless due to negligence or willful misconduct of the Landlord and its agents.

SECTION 17. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof or the Office Building or Office Building Area or any other part of Landlord's property, occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees, or licensees.

SECTION 18. Landlord shall not be liable for loss of or damage to any property at any time located in or about the Leased Premises, whether or not Tenant is the owner thereof, including but not limited to any loss, damage or injury resulting from steam, gas, or electricity, or from water, rain, snow, ice, or other substance which may leak into, or issue or flow from any part of the Leased Premises, or from the pipes or plumbing work of the Leased Premises, or from or into any other place. Landlord shall be under no liability to Tenant on account of any discontinuance of heat, electricity, sewer, water, air-conditioning, sprinkler, gas, and/or other utility, convenience, service, or facility, however such discontinuance may be caused, except if caused solely by an intentional act or omission of Landlord, or its employees or agents, and no such discontinuance shall constitute constructive eviction or any ground for termination of this Lease by Tenant unless such discontinuance shall continue for more than three (3) days, in which event rent shall abate until the end of such discontinuance.

SECTION 19. If at any time the Leased Premises become totally untenable by reason of damage or loss by fire or other casualty and such fire or other casualty shall not have been caused by the negligence or wrongful act or omission of Tenant, Tenant's servants, agents, licensees, or invitees, the rent shall abate until the Leased Premises shall have been restored to tenable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Leased Premises. If the Leased Premises are so damaged, but not to the extent that they are totally untenable, Tenant shall continue to occupy the tenable portion thereof, and the rent shall abate in proportion to the untenable portion of the Leased Premises. In the event of a loss from fire or other casualty, Landlord shall have an election not to rebuild or recondition the Leased Premises, which such election may be exercised by written notice thereof to Tenant, given within thirty (30) days from the date of such casualty. If Landlord exercises such election, this Lease shall cease and terminate, effective on the date of such loss, and Tenant shall pay the accrued rent up to the date of such loss, or Landlord, if the rent has been paid beyond such date, will refund to Tenant the proportionate part of any such rent prepaid, and thereupon this Lease shall terminate, with no further obligation on the part of either party hereto for matters thereafter accruing, even though the building may at a later date be rebuilt, restored or reconditioned. No damage or destruction shall allow Tenant to surrender possession of the Leased Premises, nor affect Tenant's liability for the payment of rent, except as may be specifically provided in this Lease, and T.C.A. § 66-7-102, as amended or recodified, shall have no application to this Lease or to the parties hereto.

SECTION 20. If the Leased Premises or any part thereof shall be taken by eminent domain or by negotiated purchase under threat thereof, this Lease shall terminate on the date when title vests pursuant to such taking, and the rent and additional rent shall be apportioned as of said date. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; excepting that Tenant shall be entitled to any separate award rendered for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty, and for Tenant's moving expenses.

SECTION 21. Tenant shall permit Landlord, its agents, and employees, upon reasonable notice to enter the Leased Premises and all parts thereof during business hours to inspect the same and to enforce or carry out any provision of this Lease, or to show it to prospective purchasers or tenants;

provided that, in the case of emergency, Landlord may enter without notice. No compensation shall be asked or claim made by Tenant by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on or protecting the Leased Premises or building, however the necessity may arise, but this Section 21 shall not be construed as imposing any duty on Landlord to make any repairs, alterations or additions.

SECTION 22. Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises or permit the use of any part of the Leased Premises by any other person, firm, affiliate, or entity without first obtaining the written consent of Landlord. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. The consent of Landlord referred to herein may be withheld for any reason in Landlord's sole discretion.

SECTION 23. Tenant covenants and agrees that it shall perform all agreements herein expressed on its part to be performed, and that it shall promptly, upon receipt of written notice specifying Tenant's failure to comply with the terms hereof, commence to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the reasonable satisfaction of Landlord within twenty (20) days after delivery thereof, then Landlord may, at its option, enter upon the Leased Premises, and do the things specified in said notice, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand, any reasonable expense incurred by Landlord in taking such action, including Landlord's administrative expenses.

SECTION 24. Except for the right to cure set out in Section 10 if Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof, if the Tenant shall compound its debts, or make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement for reorganization by or against the Tenant, or if the Tenant is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of the Tenant in the Premises shall be attached or levied upon, then Landlord may terminate this Lease on not less than five (5) days' notice to Tenant, and on the date specified in said notice the term of this Lease shall terminate and Tenant shall then quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.

SECTION 25. In any case where Landlord has recovered possession of the Leased Premises by reason of Tenant's default, Landlord may at Landlord's option occupy the Leased Premises or cause the Leased Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Leased Premises or any part thereof as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Lease, at Landlord's option, and receive the rent therefor, applying the same first to the payment of such reasonable expense as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting and the reletting, including reasonable brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay the Landlord damages equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. Tenant shall not be entitled to any surplus accruing as a result of any reletting. If Landlord elects pursuant hereto to occupy and use the Leased Premises or any part thereof during any part of the balance of the Term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder.

SECTION 26. Notwithstanding anything in this Lease to the contrary, at Landlord's option, Tenant shall pay a "late charge" of Fifty Dollars (\$50.00) of any installment of rental (or any such other charge or payment as may be considered additional rental under this Lease) when paid more than fifteen (15) days after the due date thereof, to cover the extra expense involved in handling delinquent payments.

SECTION 27. No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instance upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

SECTION 28. This Lease and the covenants and conditions herein contained shall inure to the benefit of and are binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its permitted successors and assigns, and shall inure to the benefit of Tenant and its permitted assigns.

SECTION 29. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond its control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

SECTION 30. If Landlord, in Landlord's sole discretion, shall deem it necessary to employ an attorney to assert any right of Landlord or enforce any obligation of Tenant hereunder, Landlord shall be entitled to recover, in addition to the other costs and expenses herein provided for, the reasonable costs and charges of such attorney.

SECTION 31. All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Landlord at:
City Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660
With a copy to:
City Attorney
City of Kingsport
415 Broad Street
Kingsport, TN 37660

To the Tenant at:
Executive Director

Patient Services Coordinator

Either party may, at any time or from time to time, designate in writing a substitute address for that above set forth, or thereafter notices shall be directed to such substitute address.

SECTION 32. This Lease shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Lease shall be maintained in the state courts for Kingsport, Sullivan County, Tennessee, and the parties agree that jurisdiction and venue for any such legal proceeding shall lie exclusively with such courts.

SECTION 33. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease nor in any way affect this Lease.

SECTION 34. In the event that two (2) or more individuals, corporations, partnerships or other business associations (or any combination of two (2) or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, in the event that Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, then the liability of each such member shall be deemed to be joint and several.

SECTION 35. Tenant shall be responsible for its own telephone service, cable and internet service and installation of telephone equipment in the Leased Premises. Landlord will provide telephone and cable line to the Leased Premises. However, if such are not sufficient for Tenant's use, Tenant shall be responsible for installing such lines and equipment. Landlord is not responsible for improvements to the Leased Premises, including, but not limited to, installation of electronic equipment, office furnishing, book shelves and such.

SECTION 36. Except for Hazardous Materials brought, kept, or used in the Leased Premises in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, and which are used and kept in compliance with applicable public health, safety, and environmental laws, Tenant shall not allow any Hazardous Material to be located in, on, or under the Leased Premises or allow the Leased Premises to be used for the manufacturing, handling, storage,

distribution, or disposal of any Hazardous Material. Tenant shall comply with all federal, state, or local laws, ordinances, regulations, and orders applicable to the Leased Premises or the use thereof relating to environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Material. Tenant shall, at its sole cost and expense, arrange for the removal and disposal of all Hazardous Materials generated or stored in the Leased Premises, which removal and disposal shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. If Tenant becomes aware of the presence of any Hazardous Material in the Leased Premises (except for those Hazardous Materials permitted above) or if Tenant or the Leased Premises become subject to any order to repair, close, or otherwise cleanup the Leased Premises, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, or other cleanup of the Leased Premises. If Tenant fails to implement and diligently pursue any such repair, closure, or other cleanup, Landlord may, but shall not be obligated to, carry out such action and recover all of the costs and expenses from Tenant. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste regulated or listed pursuant to any federal, state, or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act, or any other toxic substance.

SECTION 37.

37.1. If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.

37.2. The parties executing this Lease warrant that this Lease is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution.

37.3. Wherever in this Lease either Tenant or Landlord shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind Tenant and Landlord.

37.4. This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Leased Premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

37.5. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Agreements with ALS Tennessee Chapter, American Legion, Hammond Post #3, Mountain Region Speech and Hearing Center, Inc, Palmer Center Foundation, Inc., United Way of Greater Kingsport, Inc., Big Brothers, Big Sisters of East Tennessee, and Sons & Daughters of Douglass, Inc. for space at the V.O. Dobbins Sr. Complex, to deliver the agreements 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 agreements and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Amend CDM Smith Agreement for Wastewater Treatment Plant Electrical Improvements – Motor Control Center (MCC) 6 Replacement Project

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

Action Form No.: AF-389-2023
 Work Session: December 18, 2023
 First Reading: N/A
 Final Adoption: December 19, 2023
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation:
 Approve the Resolution.

Executive Summary:
 On April 20, 2020, the City entered into a professional service agreement with CDM Smith for design of motor control center 6 (MCC-6) at the wastewater treatment plant (WWTP). This project was identified in a condition assessment of the WWTP electrical system performed in 2016. The assessment prioritized projects based on the condition and risk to plant operations and compliance. Electrical equipment greater than 30 years of age has reached the end of its useful life and is not deemed reliable.

MCC-6 was installed in 1980. It has a single feeder and provides power to the return activated sludge (RAS) and waste activated sludge (WAS) pumping stations resulting in a single point of failure. To increase reliability, it is recommended MCC-6 be removed and replaced with two new main-tie-main motor control centers interlocked with kirk keys. New MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability. A new air-conditioned building housing two motor control centers and VFDs is recommended for this area.

This amendment moves the project into the construction phase. Total amendment request is \$214,075. This project was identified and funding was approved by the BMA for the FY 2022 Capital Improvements Plan. Funding is available in SW2206.

Original Contract Amount	\$ 305,400.00
Contract Amendment 1	\$ 214,075.00
Current Contract Amount	\$ 519,475.00

Attachments:
 1. Resolution
 2. Agreement

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

Item XI8.

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE WASTEWATER TREATMENT PLANT MOTOR CONTROL CENTER SIX REPLACEMENT PROJECT TO MORGAN CONTRACTING, 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

WHEREAS, bids were opened November 30, 2023 for the Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement project; and

WHEREAS, upon review of the bids, the board finds Morgan Contracting Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of properly ventilated building and replacement of MCC-6 with two new main-tie-main motor control centers interlocked with kirk keys. MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability, from Morgan Contracting, Inc. at an estimated construction cost of \$2,065,000.00; and

WHEREAS, funding is identified in project numbers SW2407.

Now therefore,

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

SECTION I. That the bid for the Wastewater Treatment Plant (WWTP) Motor Control Center Six (MCC6) Replacement project, consisting of construction of properly ventilated building and replacement of MCC-6 with two new main-tie-main motor control centers interlocked with kirk keys. MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability, at an estimated cost of \$2,065,000.00 is awarded to Morgan Contracting, Inc., and 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, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 19th day of December, 2023

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



1100 Marion Street, Suite 300
Knoxville, Tennessee 37921
tel: 865 963-4300
fax: 865 524-5311

December 8, 2023

Ms. Niki Ensor
Utilities Director
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

Subject: Proposal for Professional Services for Replacement of the Kingsport Wastewater Treatment Plant Motor Control Center MCC-6

Dear Niki:

Background

The City of Kingsport (City/OWNER) owns and operates the City of Kingsport Wastewater Treatment Plant (WWTP). Much of the WWTP electrical equipment is reaching the end of its useful service life and should be programmed for replacement. In order to support renewal of the service life and improve operations and maintenance capabilities of the electrical distribution equipment, CDM Smith (ENGINEER) completed the Kingsport WWTP Electrical Evaluation Report in July 2016, which provides specific upgrade recommendations which can be phased over the next several years as funding becomes available. The next priority project to be completed is the replacement of MCC-6.

MCC-6

Motor control center MCC-6 is located in a dedicated building near the return activated sludge (RAS) pump station. Despite its age, MCC-6 is in fair condition due to the fact it is separated from the corrosive process areas it serves. However, the door to the building has been left open due to the heat buildup associated with the variable frequency drives in the room. Unfortunately, space is extremely limited, and it is unlikely adequate HVAC modifications can be made to accommodate the heat gains associated with the variable frequency drives. The added heat in the room can potentially lead to premature equipment failure for both the motor control center and variable frequency drives.

Existing MCC-6 has a single feeder and provides power to the RAS and WAS pumping stations. MCC-6 is past its useful design life and should be replaced. Since MCC-6 has a single feeder, failure of this MCC will cause loss of the RAS and WAS pumping stations.

To increase reliability, it's recommended MCC-6 be removed and replaced with two new main-tie-main motor control centers interlocked with kirk keys. There is insufficient space in the existing building for new motor control centers, and maintenance of plant operations would require the existing MCC-6 to remain online during replacement. A new air-conditioned building housing two





Ms. Niki Ensor
December 8, 2023
Page 2

motor control centers and VFDs is recommended for this area. New MCC-6A and MCC-6B will be fed from opposite sides of newly constructed SB-1 to increase reliability.

Scope of Services

Task 1 was completed in March 2023. Tasks 2 and 3 are included in this scope of work.

Professional engineering services associated with the replacement of MCC-6 and related equipment will be delivered according to the tasks, detailed as follows:

- Task 0 – Project Management
- Task 1 – Design Services (Complete)
- Task 2 – Bidding Services
- Task 3 – Limited General Services During Construction

Task 0 – Project Management

ENGINEER will conduct the following activities throughout the course of this assignment which is comprised of design services and other consulting services as requested by the OWNER. Costs for these services are included in Tasks 1-3.

Task 0.1: General Administration – The Engineer will provide project management to administer the production of work in accordance with the Work Authorization scope, budget, and schedule. The Engineer will provide monthly invoices with progress reports.

Task 0.2: Quality Assurance/Quality Control (QA/QC) – The ENGINEER's standard QA/QC processes will be applied to all relevant aspects of the work.

Task 1 – Design Services (Complete)

Task 1.1: Site Visit and Review of Existing Information – The ENGINEER will meet with OWNER staff at the WWTP to review the existing equipment installation, finalize project goals and objectives, define project constraints, and collect relevant field information required for final design. CDM Smith will also conduct the following activities as part of review of existing information and project initiation:

- Conduct internal design kick-off meeting
- Review as-built drawings/existing information
- Develop requests for additional information needed for design, as appropriate

Task 1.2: Final Design and Contract Documents – The ENGINEER will undertake the appropriate level of engineering to prepare the 30-percent, 90-percent, and 100-percent design of the project including equipment sizing and selection, reviewing feasible options for MOPO during construction, finalizing site layout, evaluation of technical alternatives, and other pertinent engineering considerations.

The ENGINEER shall prepare construction documents for the above listed scope suitable for the receipt of bids for construction of the project. This scope assumes that the complete project will be included in one set of Contract Documents. Throughout final design, the ENGINEER will maintain regular contact with OWNER's staff to review the progress of design. Constructability and design reviews will be conducted at the 30- and 90-percent design completion stages by OWNER's staff. Opinions of Probable Construction Cost (OPCC) will be provided with the 30- and 90-percent deliverables. Final design and Contract Document services to be provided by the ENGINEER are described as follows:

Task 1.2.1: Prepare Construction Contract Drawings – Construction Contract Drawings will be prepared showing the scope, extent, and character of the work to be performed by the contractor. Drawings will include general, civil, architectural, structural, electrical, instrumentation, and HVAC drawings suitable for public bidding. A pre-engineered, precast concrete building will be designed to house the new motor control centers. The preliminary list of drawings follows.

Preliminary List of Drawings

Cover Sheet

- C-1 Site Plan – MCC-6 Electrical Building
- C-2 Miscellaneous Civil Details

- S-1 Electrical Enclosure Slab Plan, Sections and Details, Structural General Notes
- SD-1 Special Inspections

- A-1 Architectural Sheet Index, General Notes, Abbreviations, Symbols and Building Code Key Determinations
- A-2 MCC-6 Electrical Building - Building Floor Plan, Roof Plan, Exterior Elevations and Details

- H-1 HVAC Symbols and Abbreviations
- H-2 MCC-6 Electrical Building - Building HVAC Plan and Details

- E-1 Electrical Symbols and Abbreviations I
- E-2 Electrical Symbols and Abbreviations II
- E-3 MCC-6 Electrical Building - Electrical Site Plan
- E-4 MCC-6 Electrical Building - One Line Power Diagram
- E-5 MCC-6 Electrical Building - Control and Instrumentation Riser Diagrams
- E-6 MCC-6 Electrical Building - MCC Building Power, Control, Grounding and Lighting Plan
- E-7 MCC-6 Electrical Building - Existing Electrical Building Modification Plan
- E-8 MCC-6 Electrical Building - Panelboard and Lighting Fixture Schedule and Details
- ED-1 Electrical Details I
- ED-2 Electrical Details II

- I-1 Instrumentation Symbols and Legend
- I-2 MCC I/O P&ID

Task 1.2.2: Prepare Technical Specifications – Technical specifications for the construction work will be prepared in general conformance with the fifty-division format of the Construction Specification Institute (CSI).

Task 1.2.3: Prepare General Conditions, Bidding, and Contract Documents – ENGINEER shall prepare Division 00 and Division 01 specifications including Contract agreement forms, invitation for bids, information for bidders, bid form, performance bonds, labor and material bonds, general conditions, and supplemental general conditions.

Task 1.2.4: Prepare Sequence of Construction – In consultation with the OWNER, the ENGINEER shall prepare a construction sequencing plan for the MCC replacement construction. The plans will include identification of scheduling constraints, construction completion milestones, and definition of construction constraints to minimize construction impacts on existing plant operations. The construction sequencing plan shall be included as part of the construction project manual or on the Drawings.

Task 1.2.5: Conduct Technical Reviews – Independent CDM Smith senior technical reviewers will make an evaluation of the design progress at the 30- and 90-percent completion stages. Progress drawings and specifications will be submitted to the OWNER prior to each design review, along with OPCCs. OWNER will review the progress drawings and specifications and will return written review comments within 2 weeks of receipt from ENGINEER. Based on the scope of this project, no formal review meetings are anticipated. Progress sets will be delivered electronically in PDF format.

Task 1.2.6: Complete Construction Documents – Following receipt of the 90-percent review comments, final design modifications will be incorporated in the 100% Construction Documents. The ENGINEER will be responsible for making copies of and distributing the 100% Construction Contract Documents. The ENGINEER will deliver 5 copies in addition to electronic documents in PDF format.

Task 1.2.7: Final Review – The ENGINEER will conduct a final discipline cross-checks and final quality review of the construction documents prior to bidding.

Task 1.2.8: Permitting – A local building permit and site development permit are expected to be required for this project since a new building will be constructed. It is assumed that Contractor will prepare and submit permit applications with fees to the local permitting agency. Permitting efforts are excluded from ENGINEER's scope of work.



Ms. Niki Ensor
December 8, 2023
Page 5

Additional Assumptions:

- A geotechnical investigation is required to confirm the suitability of shallow foundations for the new building. This investigation will include 2 borings to a depth of 30 feet. No rock coring is assumed.
- The new building is assumed to only require shallow foundations. Deep foundation design is not included in the ENGINEER's scope of work.

Task 2 – Bidding Assistance Services

The ENGINEER shall provide services during the Bidding Phase of the project. This scope budgets for one bid phase of a single contract. OWNER may authorize ENGINEER for rebidding if the need arises, via amendment. Bidding services to be provided by the ENGINEER will be limited to the following tasks:

Task 2.1: Bid Advertisement and Distribution of Documents – Assist the OWNER in advertising for and obtaining bids for construction. OWNER shall place advertisement for bids. ENGINEER will reproduce documents, distribute documents to bidders, and maintain plan holders list. Pre-qualification of bidders is excluded from ENGINEER's scope of work.

Task 2.2: Issue Addenda – Prepare up to 3 Addenda to clarify, correct, or change the Bidding Documents. ENGINEER shall distribute addenda to bidders.

Task 2.3: Review Subcontractors and Suppliers – Consult with the OWNER as to the acceptability of subcontractors, suppliers, and other persons or entities proposed by Contractor for those portions of the work for which such acceptability is required by the Bidding Documents.

Task 2.4: Bid Opening and Evaluation – ENGINEER will attend and participate in the Pre-Bid Meeting and Bid Opening. ENGINEER will also evaluate the bid results and CONTRACTOR qualifications and will provide a Recommendation of Award and Bid Tabulation.

It is assumed that no conformed documents will be required for this project based on the proposed scope of work. The Bidding Documents and bound Addenda (as applicable) shall serve as the Contract Documents.

Task 3 – Limited General Services (GS) During Construction

The ENGINEER shall provide limited engineering services during the construction phase. This Agreement includes provision of construction services for up to 16 months beginning from the construction contract Notice-to-Proceed (NTP) date and ending at Final Construction Completion. ENGINEER shall receive additional compensation for any additional construction services required due to an increase in this construction period duration (via further amendment to the Agreement). Construction Phase Services to be provided by the ENGINEER are as follows:

Task 3.1: General Administration of Construction Contract – ENGINEER shall consult with and advise OWNER and act as OWNER’s representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER’s instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions, except as otherwise provided in writing.

Task 3.2: Visits to Site and Observation of Construction – In connection with observations of the work of Contractor while in progress:

ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor’s work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER’s exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER’s visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase and, in addition, by the exercise of ENGINEER’s efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor’s furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.

Task 3.3: Defective Work – During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor’s work while it is in progress, if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Task 3.4: Clarifications and Interpretations, Field Orders – ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents, as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Task 3.5: Change Orders and Work Change Directives – ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare change Orders and Work Change Directives as required.

Task 3.6: Shop Drawings – ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples, Operations and Maintenance Manuals, and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. It is assumed that 150 submittals, including resubmittals will be reviewed.

Task 3.7: Substitutes – ENGINEER shall evaluate and determine the acceptability of substitute or or-equal materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

Task 3.8: Disagreements between OWNER and Contractor – ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the technical and design related portions of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. OWNER shall be responsible for interpretation of the requirements of Divisions 00 and 01 of the Contract Documents.

Task 3.9: Applications for Payment – Based on ENGINEER’s on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER’s representation to OWNER, based on such observations and review, that, to the best of ENGINEER’s knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER’s responsibility to observe the work. In the case of unit price work, ENGINEER’s recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor’s work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or have involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER’s review of Contractor’s work for the purposes of recommending payments nor ENGINEER’s recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor’s compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor’s furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Task 3.10: Contractor’s Completion Documents – ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operation instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up Record Documents (including Shop Drawings, Samples, and other data approved as provided under Task 3.6 and marked-up record drawings)

which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of and, in the case of certificates of inspections, tests, and approvals, the results certified indicate compliance with, the Contract Documents.

Task 3.11: Substantial Completion – Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, ENGINEER considers the work substantially complete ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

Task 3.12: Final Notice of Acceptability of the Work – ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 3.10) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

Task 3.13: Prepare Record Drawings - ENGINEER shall prepare one reproducible record drawing set based on information provided by the Contractor and reviewed as part of Task 3.10. Record Drawings shall also be delivered in electronic format as PDF files on CD.

Limitation of Responsibilities – ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

Resident Project Representative (RPR) services are excluded from the ENGINEER's scope.

Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work:



Ms. Niki Ensor
December 8, 2023
Page 10

Task Description	Completion Date
Task 1 – Design Services (Complete)	March 2023
Task 2 – Bidding Services	December 2023
Task 3 – Limited General Services During Construction	June 2025 ⁽¹⁾

(1) Based on an 18-month construction duration

Payment and Compensation

The City of Kingsport shall compensate the ENGINEER for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice.

The project total upper limit shall not exceed \$519,475 without written amendment to this authorization. An estimated breakdown of cost by task is provided for informational purposes below.

Task Description	Task Budget
Task 1 – Design Services (Complete)	\$305,400
Task 2 – Bidding Services	\$24,850
Task 3 – Construction Phase Services	\$189,225
Project Total	\$519,475

CDM Smith looks forward to working with the City of Kingsport for the implementation of the MCC-6 replacement project. Please contact me with any questions or need for any additional information.

Sincerely,

Daniel Unger, PE, PMP
Client Service Leader
CDM Smith Inc.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Proposal for Property Insurance for City Owned Buildings to The Travelers Indemnity Company

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

Action Form No.: AF- 388-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Kristen Hodgson
Presentation By: Hodgson/McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

On October 14, 2023, the city issued a request for proposals for property insurance. The insurance is for all buildings owned by the City of Kingsport and Kingsport City Schools, except for the Kingsport Aquatic Center, which requires a separate policy due to its co-location with the YMCA.

The bid opening was December 5, 2023. Our local insurance broker, McGriff Insurance Services, solicited bids from 24 companies. Only Travelers, our current insurer, responded with a quote.

Travelers proposed a 22% rate increase of \$0.07 per \$100.00 of coverage, up from the current rate of \$0.0575. The proposal also included an increase in property valuation by 7%, to \$756,648,188.00. The combined increases in rate and value resulted in a 30% increase in the City’s premium. Travelers has also proposed an increase in the City’s deductible from \$25,000.00 to \$100,000.00. However, Travelers has offered to retain the current deductible for an additional \$95,000.00 premium. The lower deductible will not include windstorm, hail, or water damage, these perils are considered catastrophic and have historically retained the \$100,000.00 deductible. It is recommended the board elect to retain the \$25,000.00 deductible.

The 2024 premium will be \$529,654.00, plus \$95,000.00 for the lower deductible, for a total of \$624,654.00.

A supplement is attached providing historical coverage data and a recap of the current property insurance market.

Attachments:

- 1. Resolution
- 2. Supplemental Information

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

Item X19.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROPOSAL OF THE TRAVELERS INDEMNITY COMPANY FOR PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER WITH MCGRIFF INSURANCE SERVICES, INC. AND THE TRAVELERS INDEMDNITY COMPANY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on October 14, 2023, the city issued a request for sealed proposals for its property insurance covering the structures and contents owned by the City of Kingsport and Kingsport City Schools; and

WHEREAS, the request for proposals were published pursuant to the City's normal procedures and the City's insurance broker McGriff Insurance Services solicited proposals directly from insurance carriers; and

WHEREAS, the only proposal received was from The Travelers Indemnity Company, which is the City's current property insurance carrier; and

WHEREAS, the proposal quoted a premium rate of \$0.07 per \$100 of Total Insured Value (TIV) which is \$756,648,188.00; and

WHEREAS, the total premium for the coverages recommended is \$624,654.00, with the option to renew if all parties agree to terms; and

WHEREAS, funding for the annual premium is available in the Risk Management Insurance budget.

Now therefore,

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

SECTION I. That the proposal submitted by The Travelers Indemnity Company for property insurance coverage for the annual premium of \$624,654.00 is accepted.

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 The Travelers Indemnity Company through McGriff Insurance Services, to provide property insurance coverage for the city's property effective January 1, 2024 through December 31, 2024, 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 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

City of Kingsport Property Insurance Recap:

Travelers Indemnity Company has for several years provided property insurance coverage for the City. The current policy expires on December 31st. Prior to publication of the request for proposals City staff received a renewal notice from Travelers that indicated a reduction in single occurrence coverage from \$600,000,000 to \$200,000,000, an increase in the city's deductible from \$25,000 to \$100,000, and a 60% increase in the City's premium. Following publication of the request for proposals only Travelers submitted a proposal. The proposal included the reduction in the city's single occurrence coverage and the increase in the city's deductible. However, the premium only increased 30% from the previous year as opposed to the 60% indicated in the October, 2023 notice from Travelers.

Below is a summary of the city's property insurance premium, the valuation of City property for coverage purposes and the rate per \$100 of coverage:

Year	Premium	Premium Increase	Property Valuation	Valuation Increase	Rate	Rate Increase
2019	\$185,818	-	\$561,806,846		0.0331	-
2020	\$223,834	20%	\$600,001,692	6.80%	0.0356	5.67%
2021	\$268,435	20%	\$607,766,692	1.30%	0.0442	18.50%
2022	\$332,588	24%	\$662,833,574	9.06%	0.0502	13.57%
2023	\$406,481	22%	\$707,069,634	6.67%	0.0575	14.54%
2024	\$529,654	30%	\$756,648,188	7.01%	0.07	21.74%

Property Insurance Market 2023

The property insurance market is influenced by several factors that have created a very hard market in 2023. A combination of the rising frequency and costs of natural disasters and increased building costs due to inflation, rising costs of materials, and supply chain issues have led insurers to simultaneously adopt higher valuations and premiums while lowering their coverage exposure.

The Swiss Re Group, a global reinsurance provider, reported December 8, 2023, that natural disasters are on track to break loss records this year. For the first time, severe thunderstorms were a major contributor to the year's catastrophic losses, accounting for over \$50 billion in insured losses in the U.S.

RT Specialty, a wholesale distributor of excess and specialty insurance lines, published their *US Property Insurance Review* in October 2023. They make particular note of the hardening of the reinsurance market. The rates offered by the reinsurance market for U.S. catastrophic property losses were at a 17 year high, with even loss free accounts seeing rate increases of 20% - 50%. These increased reinsurance rates are then passed down from the insurance companies to their clients.

AmWins, a global specialty insurance distributor, published their *State of the Market* report in October 2023. They note that by the end of September 2023, in the U.S. there had been 24 confirmed weather or climate disaster related events exceeding \$1 billion. The first half of the year saw \$52 billion in global insured losses, of which \$34 billion was for severe convective storms. AmWins notes that even loss free accounts are facing substantial rate increases and accounts with loss severity or frequency are facing non-renewals or being unable to find coverage.

As further evidence of the challenges posed by the current insurance market, the request for proposals was not only published in accordance with the City's standard procurement process but also McGriff directly contacted multiple carriers. Only Travelers responded.

The following carriers were contacted by McGriff:

- Travelers
- Hartford
- Great American
- Chubb
- Philadelphia
- Selective
- Cincinnati
- CRC
- Berkshire Hathaway
- C N A
- Liberty Mutual
- AIG
- State Auto
- Auto Owners
- Nationwide
- Hanover
- QBE
- Sompo
- Utica
- Zurich
- Allianz
- FM Global
- Tokio Marine
- Glatfelter



AGENDA ACTION FORM

Consideration of a Resolution Approving a Supplemental Agreement to the Inter-Local Cooperation Agreement between the Emergency Communications District and City of Kingsport

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

Action Form No.: AF-382-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Joe May/Bart Rowlett
Presentation By: Chief Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Emergency Communications District of the City of Kingsport, Tennessee has agreed to pay for the cost of the Computer Aided Dispatch (CAD) module of the Public Sector Safety & Administration Software. The CAD module is a component of the CentralSquare software previously acquired by the City.

This new CAD module will improve the capabilities of the Emergency Communications district and will allow for deployment of new technology in the field to improve communication between first responders and dispatch.

The software has a one-time cost of \$214,200.00 and the recurring cost for connectivity of \$52,000.00 annually, which provides among other features, automated 911 Abandoned Call Processing, Caller Location Query and Text-to-911; and, allows enhanced dispatch collaboration with Sullivan County and other participating jurisdictions in multiple- jurisdiction critical situations.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT BETWEEN THE CITY AND THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in July, 2014 the board approved a resolution authorizing the mayor to sign an interlocal agreement with the Kingsport Emergency Communications District (KECD) establishing the terms and conditions by which each entity shall provide facilities, services, and employees necessary to operate and maintain communication services for both the KECD and city; and

WHEREAS, a supplement to the agreement is needed to change paragraph 12 d regarding consideration for the Computer Aided Dispatch (CAD) software; and

WHEREAS, the CAD module is a component of the CentralSquare software acquired by the city for use by its police department; and

WHEREAS, this new CAD software offers enhanced capabilities such as automated 911 Abandoned Call Processing, Caller Location Query and Text-to-911; and, allows enhanced dispatch collaboration with Sullivan County and other participating jurisdictions in multiple- jurisdiction critical situations which will benefit KECD; and

WHEREAS, while the KECD Board will vote on approval of the supplemental agreement at its December 21, 2023 meeting, time is of the essence in this matter and it is deemed advisable for the board to approve this agreement before the end of 2023.

Now therefore,

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

SECTION I. That the Supplemental Agreement to the Interlocal agreement with the Emergency Communications District of the City of Kingsport is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Supplemental Agreement to the interlocal agreement the Emergency Communications District of the City of Kingsport and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**SUPPLEMENTAL AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE AND
THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT,
TENNESSEE**

INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND
PROCEDURES FOR MUTUAL AID AND COORDINATION OF EMERGENCY
COMMUNICATIONS SERVICE

THIS SUPPLEMENTAL AGREEMENT made and entered into as of January, 2024 by and between the City of Kingsport, hereinafter called, "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

WITNESSETH

WHEREAS, DISTRICT, by its Resolution adopted on December 21, 2023, authorized the execution of this supplemental inter-local cooperation agreement between DISTRICT and CITY;

WHEREAS, CITY, by its Resolution No. 202_ - , authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

Now, THEREFORE, the premises considered, the parties agree as follows:

SECTION A. That the Agreement be and hereby is amended by adding an new and additional Paragraph d. to Section 12 relating to Consideration, which said paragraph to read as follows:

12. **CONSIDERATION.**

d. DISTRICT shall, pay for the CAD (Computer Aided Dispatch) module of the CITY Public Sector Safety & Administration Software having a one-time cost of \$214,200.00 and the recurring cost for connectivity of \$52,000.00 annually, which provides among other features, automated 911 Abandoned Call Processing, Caller Location Query and Text-to-911; and, allows enhanced dispatch collaboration with Sullivan County and other participating jurisdictions in multiple- jurisdiction critical situations.

[remaining paragraphs to be renumbered]

IN WITNESS WHEREOF, the parties have executed this supplemental agreement as of the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Award Bid to W-L Construction & Paving, Inc. for 2024 Contracted Paving Area 17 and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-381-2023
 Work Session: December 18, 2023
 First Reading: N/A
 Final Adoption: December 19, 2023
 Staff Work By: Staff
 Presentation By: Ryan McReynolds

Recommendation:
 Approve the Resolution.

Executive Summary:
 Bids were opened on December 6, 2023 for the 2024 Contracted Paving Area 17. This project consists of placing approximately 3,500 tons of asphalt on selected roads / streets in the Fairacres community within the City of Kingsport. Project also includes milling, traffic control, and other associated work. The project shall be completed by July 31, 2024.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, W-L Construction & Paving, Inc. in the amount of \$697,790.00.

Base Bid	\$ 697,790.00
Contingency 6%	41,867.40
Engineering Inspection & Admin 6%	<u>44,379.44</u>
 Total Project Cost	 \$ 784,036.84

The base engineering estimate for the referenced project is \$808,500.00.

Funding is available and identified in GP2400.

- Attachments:**
1. Resolution
 2. Bid Opening Minutes
 3. Map

Item X111.

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE CONTRACTED PAVING – AREA 17 PROJECT TO W – L CONSTRUCTION AND PAVING, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened December 6, 2023 for the 2024 Contracted Paving Area 17; and

WHEREAS, the project consists of placing approximately 3,500 tons of asphalt on selected roads/streets in the Fairacres community along with milling, traffic control, and other associated work anticipated to be completed by July 31, 2024; and

WHEREAS, upon review of the bids, the board finds that W – L Construction and Paving, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and it is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with W – L Construction and Paving, Inc. at an estimated cost of \$697,790.00; and

WHEREAS, funding is available and identified in accounts GP2400.

Now therefore,

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

SECTION I. That the bid for the 2024 Contracted Paving- Area 17 project, consisting of placing approximately 3,500 tons of asphalt on selected roads/streets in the Fairacres community along with milling, traffic control, and other associated work at an estimated cost of \$697,790.00, is awarded to W – L Construction and Paving, Inc., and the mayor is authorized to execute an agreement for the same and all other 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 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
December 6, 2023
4:00 P.M.

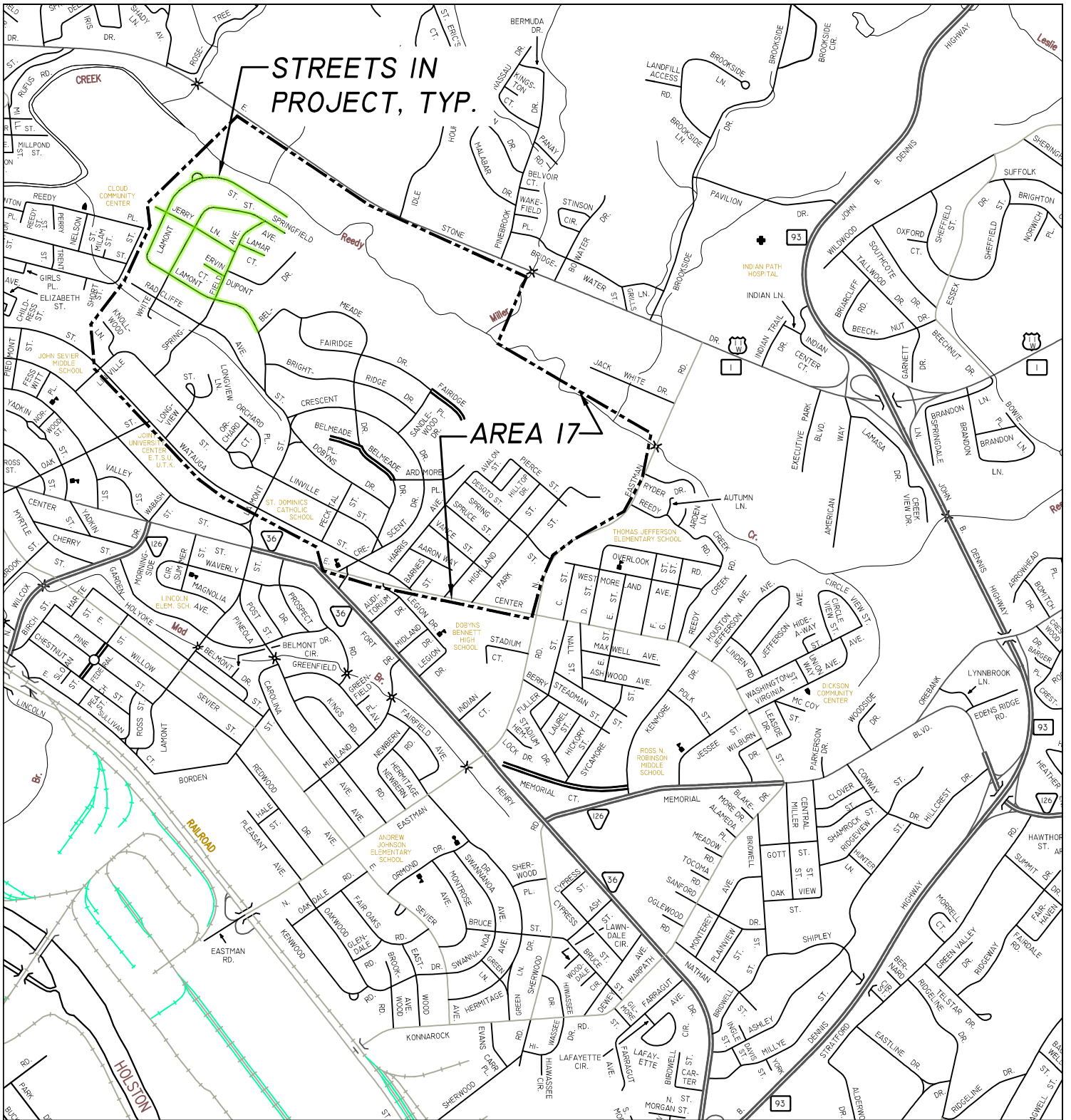
Present: Brent Morelock, Procurement Manager; and Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

2024 CONTRACTED PAVING AREA 17	
Vendor:	Total Cost:
W-L Construction & Paving, Inc.	\$697,790.00
Summers-Taylor, Inc.	\$774,700.00
Pavewell Paving, Inc.	\$748,025.00

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



2024 PAVING PROJECT AREA 17

LOCATION MAP

Item XI11.



AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Sponsorship Agreement with Eastman Credit Union (ECU) for Naming Rights for the “Bays Mountain Planetarium Sponsored by ECU”

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

Action Form No.: AF-328-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Capital Campaign Com.
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will enter into an agreement with Eastman Credit Union (ECU) for sponsorship naming rights and the renaming of the planetarium to the “Bays Mountain Planetarium Sponsored by ECU”.

Eastman Credit Union has been a supporter of Bays Mountain Park sponsoring various events and facilities including the Gatehouse and the laser light shows. The Capital Campaign Committee has worked with ECU on a sponsorship agreement for the park’s planetarium. Funds will be utilized as part of the Bays Mountain Park Nature Center Phase 2 renovation.

Staff anticipate constructions documents to be completed in mid-2024. Specific bid time will be dependent upon available funding.

The naming rights will be established for ten years with the right of refusal to enter into a subsequent sponsorship agreements. The sponsorship agreement will be for \$500,000 paid over 5 years.

The facility is eligible for naming as outlined in the City of Kingsport, Tennessee Public Building, Infrastructure, & Facility Naming Policy with Qualifying Name falling under Section III Subsection e based on the financial contribution.

City staff, the Bays Mountain Commission, and Bays Mountain Park Association are extraordinarily grateful for the generous gift.

Attachments:
1. Resolution

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

Item X112.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT WITH EASTMAN CREDIT UNION AND NAMING OF THE BAYS MOUNTAIN PLANETARIUM AT THE BAYS MOUNTAIN PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Eastman Credit Union (ECU) has been a sponsor of various events through the Bays Mountain Park Association and now desires a sponsorship of the Bays Mountain Planetarium by providing \$500,000.00 over a term of four years ending in January, 2027; and

WHEREAS, the sponsorship allows naming rights and the renaming of the Bays Mountain Planetarium to the Bays Mountain Planetarium Sponsored by Eastman Credit Union and the naming rights will be for 10 years with the right of refusal to enter into a subsequent sponsorship agreement;

WHEREAS, pursuant to the Policy for the Naming of Public Buildings, Infrastructure, Prominent Public Spaces, and Facilities adopted by Resolution No.: 2023-219, the board may consider sponsorship of buildings and facilities to include naming the building or facility after the sponsor; and

WHEREAS, upon consideration of those factors specified in Section VI of the naming policy the board deems it advisable to re-name the Bays Mountain Planetarium to the Bays Mountain Planetarium Sponsored by Eastman Credit Union; and

WHEREAS, it is further deemed advisable and in the best interest of city for the board to exercise its discretion in considering the naming of the Bays Mountain Planetarium outside of the period for consideration set forth in Section IV.) 2.) of the policy.

Now therefore,

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

SECTION I. That based upon the findings set forth above which are incorporated herein by reference, the board hereby approves the naming of the Bays Mountain Planetarium to the Bays Mountain Planetarium Sponsored by Eastman Credit Union.

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 sponsorship agreement Eastman Credit Union, and all documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

BAYS MOUNTAIN PLANETARIUM SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is entered into this XX, XXX 2023, by and between Eastman Credit Union, a Tennessee finance and insurance company 1234 Pebody Lane, Kingsport, TN 37660, and the City of Kingsport, Tennessee ("City"), a municipal corporation, with offices located at 415 Broad Street, Kingsport, Tennessee, 37660.

RECITALS

- A. ECU is a full-service financial institution with a proven history of value and growth.
- B. City is a municipal corporation organized and operating under the laws of the State of Tennessee.
- C. Bays Mountain Park is in beautiful Kingsport, Tennessee, is a 3,750-acre nature preserve and the largest city owned park in the state of Tennessee. The Park features a picturesque 44-acre lake, a Nature Center with a state-of-the-art Planetarium Theater, and Animal Habitats featuring wolves, bobcats, raptors, and reptiles.
- D. ECU supports the communities it serves and desires to sponsor the Bays Mountain Planetarium feature to continue and strengthen its community support for the benefit of its members and residents, as well as prospective residents, of the greater Kingsport area.

In consideration of the parties' desire to work together for the benefit of Kingsport and the surrounding communities and the mutual covenants and agreements of the parties as contained herein, the parties agree as follows:

- 1. Term; Renewal; Situs. The term of this Agreement shall be effective as of XX, XXX 2023 and shall continue for a term of ten (10) years from the effective date of the agreement. At termination of this Agreement, ECU shall have the right of refusal to enter into a subsequent Planetarium Sponsorship Agreement for an additional ten (10) years. Should ECU exercise this right, ECU and City shall negotiate in good faith an Agreement to renew sponsorship on such terms and conditions as the parties may agree. If ECU rejects the terms offered by City to renew its sponsorship of the Bays Mountain Planetarium, City may offer the sponsorship to a different financial institution or other entity but not on terms more favorable than offered to ECU without providing a ten (10) business day right of first refusal with respect to any such more favorable terms. The parties agree that the place of this Agreement, its situs and forum, shall be Kingsport, Sullivan County, Tennessee, where all matters, whether sounding in contract or tort relating to its validity, construction, interpretation, and enforcement shall be determined.
- 2. Sponsorship Payment. Shall consist of five (5) payments) as outlined.
 - a. Payment 1. Upon execution of Sponsor Agreement, city will invoice ECU for \$100,000. Invoice to include copy of W-9.
 - b. Payment 2. City will invoice ECU \$100,000 one year from signed agreement but no earlier than Jan. 1, 2025.
 - c. Payment 3. City will invoice ECU \$100,000 one year from payment of second payment, but no earlier than Jan.1, 2026.
 - d. Payment 4. City will invoice ECU \$100,000 one year from payment of third payment, but no earlier than Jan. 1, 2027.
 - e. Payment 5. City will invoice ECU \$100,000 one year from payment of fourth payment, but no earlier than January 1, 2028.
- 3. Duties of City. In consideration of ECU's sponsorship, City agrees to the following:
 - a. The City will continue to designate Bays Mountain's Planetarium feature as the "Bays Mountain Park Planetarium sponsored by ECU" or alternative name agreed upon in writing by both parties. The City will allow access and permission to place signage for the Planetarium in one location near the entrance of the Planetarium with approval of the Park Manager. The city also agrees that it may promote its sponsorship of the Planetarium in its own Promotional materials and on the website.
 - b. Planetarium staff will work with ECU to incorporate up to four (4) short videos per year during public entrance prior to the start of the show.
 - c. Planetarium staff will work with ECU to add logo to Planetarium show credits as well as the "walk-in" session before show.
- 4. Exclusive Sponsorship. During the term of Eastman Credit Union's sponsorship of the Planetarium, and during any subsequent renewal term, the City covenants and agrees that it will not enter into any other sponsorship agreement for the Planetarium with any entity or any individual. ECU's exclusive sponsorship however shall not extend to planetarium shows or to memorials, recognitions or designations made in response to contributions from private individuals.

5. Termination. This Agreement shall terminate at the end of the initial ten (10) year term or, if renewed, at the end of the renewal term, except that:
 - a. City may terminate this Agreement upon serving written notice to ECU if ECU fails to make any payment due under this Agreement within thirty (30) days of the date payment is scheduled to be made.
 - b. ECU may terminate this Agreement upon serving written notice to City if:
 - i. A default or breach of this Agreement by City occurs, and the parties are unable to resolve the default or breach within thirty (30) days following good faith discussions and negotiations as provided in Paragraph 8 below; or
 - ii. Bays Mountain or Planetarium feature is closed, materially altered, sold, or transferred to another entity, or otherwise changed such that ECU reasonably determines it is no longer in ECU's best interests to continue the sponsorship. In such event ECU shall have no right to or claim for any funds paid prior to a termination under this subsection ii.
6. Certain Covenants. ECU agrees and acknowledges that during the term of this Agreement it shall not take any action in any manner that would adversely affect the federal tax status of the City's bonds; and it shall conduct its onsite activities solely in furtherance of the City's tax-exempt purpose of owning and operating Bays Mountain Park for the general public and to support the City's exempt activities at Bays Mountain Park. Notwithstanding the aforementioned, this section does not prevent ECU from hosting an event approved by the City at Bays Mountain Park.
7. No Payment for City's Bonds. The Parties shall not apply any monetary amounts derived from this Agreement to pay debt service on the City's bonds.
8. Nature of the Agreement. It is mutually agreed that this Agreement is for special, unique, and extraordinary services that provide benefits to the community at large. In the event of any breach or perceived breach of the Agreement or in the event of any other issue that may affect the parties' ability to work together or their goodwill toward one another, the parties agree that they will meet and discuss in good faith their concerns and work together toward a mutual resolution of such concerns. The parties agree that neither will terminate the Agreement nor proceed with any legal action to enforce any term of the Agreement until or unless either party makes a good faith determination that further attempts at informal and negotiated resolution under this Section have failed or are futile. However, this provision shall not limit either party's rights under provision 5.c. of this agreement.
9. Severability. In the event this Agreement, or any provision contained herein, is found to be illegal or unenforceable under the law as it is now or hereinafter in effect, either party may elect to have the parties excused from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable under the laws or regulations without affecting the validity of the remaining provisions of the Agreement.
10. Relationship of the Parties. All operations by each party under the terms of this Agreement shall be carried on by it as an independent contractor and not as an agent for the other. This Agreement does not create a partnership or joint venture and neither party is authorized to act as an agent or bind the other party except as expressly stated in this Agreement. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties except as expressly stated in Section 3 of the Agreement. City is free to enter into other sponsorship agreements to promote or support Bays Mountain Park except as prohibited by this Agreement.
11. Entire Agreement. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understanding, and discussions between the parties relating to the subject matter of this Agreement.
12. Modification or Waiver. This Agreement may be modified or amended by the parties. Any modifications or amendment of this Agreement must be authorized in writing, which may include modifications authorized by electronic mail. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

13. Assignment. Any assignment or transfer of a right or interest under this agreement shall only be made pursuant to a written agreement between City and ECU.

14. Notice. All notices to be given hereunder shall be transmitted in writing by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt of confirmation of receipt.

If to City:

City of Kingsport
Attn: City Manager
415 Broad Street
Kingsport, TN 37660
With a copy to:
City of Kingsport
Office of the City Attorney
415 Broad Street
Kingsport, TN 37660

If to Eastman Credit Union:

Eastman Credit Union
Office of the CEO
2021 Meadowview Lane
Kingsport, TN 37660
With a copy to:
Eastman Credit Union
General Counsel
2021 Meadowview Lane
Kingsport, TN 37660

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with Enbridge for Crossing and Encroachment Consent for the Washington County Water Project 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-380-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: P. Gilmer
Presentation By: N. Ensor/R. McReynolds

Recommendation:
Approve the resolution.

Executive Summary:
Construction commenced on the Washington County Water Project in July 2023. This project consists of construction of approximately 9,232 L.F. of 8-inch DIP, 120 L.F. of 8-inch HDPE, 11,575 L.F. of 6-inch DIP, 2,063 L.F. of 4-inch PVC, and all related appurtenances to serve the Deakins Road, Double Springs Road, Hunt Road, and Link Road areas.

There are four areas where construction of the water lines will encroach upon Enbridge (East Tennessee Natural Gas, LLC) gas line rights-of-way. A Crossing and Encroachment Consent agreement is required in order to complete construction of the water lines as designed. This includes temporary construction activities as well as permanent installation within proximity of the gas lines.

- Attachments:**
- 1. Resolution
 - 2. Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A CROSSING AND ENCROACHMENT CONSENT AGREEMENT WITH ENBRIDGE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, city has undertaken a water project which includes the installation of water line along Tennessee State Route 93, Double Springs Road and Link Road; and

WHEREAS, in certain areas the installation of these water lines comes within close proximity to or intersects with natural gas lines owned or maintained by East Tennessee Natural Gas, LLC and/or Enbridge; and

WHEREAS, Enbridge requires city to execute a Crossing and Encroachment Consent Agreement; and

WHEREAS, execution of the agreement is necessary for completion of the water project.

Now therefore,

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

SECTION I. That the Crossing and Encroachment Consent Agreement with Enbridge is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Crossing and Encroachment Consent Agreement with Enbridge, 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 public.

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Grantor and Grantee Information

Grantor Tracking No.:	<u>LRCE0001-8084</u>	Grantee reference no.:	<u>230873802 230873828 230873836 230873855</u>
-----------------------	----------------------	------------------------	----------------------------------------------------

Grantor Information

(Enbridge entity granting consent)

Enbridge entity(ies):	<u>East Tennessee Natural Gas, LLC</u>		
Address for notice:	<u>1277 Fordtown Road Kingsport, TN 37663</u>		
Contact name:	<u>Stephanie Guerrero</u>		
Telephone No.:	<u>309-846-5801</u>	Email:	<u>Stephanie.guerrero@enbridge.com</u>

Grantor Field Representative Information

Name:	<u>Josh Blakley</u>		
Telephone No.:	<u>423-269-1530</u>	Email:	<u>Josh.blakley@enbridge.com</u>

Grantee Information

(Owner of proposed facility requesting consent)

Company name:	<u>City of Kingsport</u>		
Address for notice:	<u>130 Shelby St. Kingsport, Tn 37660</u>		
Contact name:	<u>Pamela Gilmer</u>		
Telephone No.:	<u>423-229-9387</u>	Email:	<u>pamelagilmer@kingsporttn.gov</u>

Grantee Field Representative Information

Name:	_____		
Telephone No.:	_____	Email:	_____

Drawings, Activities and Vehicle Information

Refer to Schedules A and B.

Scope of Work:

- Crossing #1** Hwy 93 36.405533, -82.620657 FLAT-FORD/3300-1 MP 87.802
- Crossing #2** Double Springs Rd 36.411528, -82.59723 FLAT-FORD 3300-1 MP 89.211
- Crossing #3** Link Rd S side of Rd 36.411258, -82.592967 FLAT-FORD 3300-2 MP 89.851
- Crossing #4** Link Rd S side of Rd 36.411584, -82.593386 FLAT-FORD 3300-1 MP 89.473

Installation 9,232 LF of 8 in ductile iron waterline and 120 LF 8 in HDPE waterline will be located along Hwy 93 and Double Springs Rd to provide water service to new customers.

The 120 LF of 8 in HDPE waterline will be used near the gas line xings (30 LF on either side of the gas line)

Installation of 2,053 LF of 4-in PVC waterline will be located on Link Rd. No blasting allowed on project. Waterline will be installed by typical trench installation methods using an excavator with bucket and hammer attachment if needed.

Crossing and Encroachment Consent

It is hereby acknowledged that Grantee requests permission for permanent installation and/or temporary activities within and/or in proximity to Grantor’s Facility and/or Grantor’s Lands. Grantor grants its consent to Grantee to do work subject to the following terms and conditions:

- Grantee understands and agrees to the Terms and Conditions as set forth in this document, including Schedule A and Schedule B, as applicable.
- Grantee shall, prior to construction, contact the appropriate One-Call provider by calling 811 or by visiting <https://call811.com>.
- Grantee shall provide three working days’ notice to Grantor’s representative, before beginning any ground disturbance within 100 ft (30 m) of Grantor’s Facility, unless waived by Grantor
- The signatory is authorized to sign this consent on behalf of Grantee.

- Expiration date as set out in this Consent or applicable Schedule.

Agreed to by:

Grantee

Per _____

Print name and title

Enbridge Authorization

Agreed and consented this 2nd day of August 2023

Grantor

Per Shelly Micke

Shelly Micke, Crossings & Encroachments US

Print name and title

Terms and Conditions

WHEREAS Grantor owns the Grantor's Lands at the location and/or holds one or more rights-of-way for Facilities on Grantor's Lands and/or owns Facilities within the Grantor's Lands identified in Schedule A; and

WHEREAS Grantee has requested, and Grantor hereby grants permission to, Grantee to perform certain Work and/or Activities on Grantor's Lands, including the Crossing Area, in accordance with the terms and conditions as described herein and in Schedule A and Schedule Bas applicable.

AND WHEREAS the Parties wish to define their respective rights, obligations and liabilities with respect to their operations in the Crossing Area

1. DEFINITIONS

- a) "Abandoned Pipeline" means a pipeline taken out of service permanently but left in place.
- b) "Activities" means temporary activities conducted by Grantee including without limitation temporary workspace, temporary access and temporary equipment/vehicle crossings.
- c) "Applicable Laws" means any codes, statutes, regulations, permits, licenses, orders and directives of any governmental authority having jurisdiction.
- d) "Claims" means any and all losses, costs, expenses, demands, suites, fines, penalties, damages, actions and/or causes of action.
- e) "Consent" means this Crossing Consent and the Schedules attached to it including any amendments thereto;
- f) "Contaminated Material" has the meaning given to it in Article 9, ENVIRONMENTAL OBLIGATIONS herein.
- g) "Crossing Area" means the area of Grantor's Lands outlined on the first page of this Consent and in Schedule B where Grantee's Facility crosses Grantor's Lands and/or where Grantee's Work and/or Activities are taking place.
- h) "Emergency" means an unexpected situation that could endanger life or cause substantial property or environmental damage that requires immediate action.
- i) "Excavation" means any activity, mechanical or otherwise, that causes or would cause Ground Disturbance upon Grantor's Lands.
- j) "Facility" means any structure, highway, private road, railway, irrigation ditch, drain, drainage system, sewer, dike, telephone line, telegraph line, telecommunication line, and line for the transmission of electricity or pipe for the transmission of hydrocarbons or any other substance.
- k) "Grantee Group" means Grantee, its affiliates and subsidiaries and each of their employees, directors, officers, agents, representatives, contractors, subcontractors, suppliers and service providers (including any self-employed persons) at any tier, that performs any portion of the Work and/or Activities on Grantor's Lands.
- l) "Grantee" means the owner of proposed facility requesting consent as identified on the first page of this Consent.
- m) "Grantee's Facility" means the Facility to be constructed by Grantee upon, above or below Grantor's Lands within the Crossing Area.
- n) "Grantor" means the Enbridge entity granting consent as identified on the first page of this Consent.
- o) "Grantor Indemnified Parties" has the meaning given to it in Section 11.2 herein.
- p) "Grantor's Lands" means the lands that Grantor has an interest as (a) a registered owner, and/or (b) in cases where Grantor is not a registered owner of the lands, an interest in the lands including without limitation, by easement, right-of-way or lease between Grantor and the registered owner of the lands.
- q) "Ground Disturbance" means any work, operation or activity that results in the penetration of the ground to any depth.
- r) "Parties" means collectively Grantor and Grantee.
- s) "Party" means Grantor or Grantee to this Consent.
- t) "Pipe" means a pipe that is part of a pipeline and that is used or is to be used for the transmission of hydrocarbons or any other commodity.
- u) "Work" means any and all activity performed by Grantee Group on Grantor's Lands, including the Crossing Area, and more particularly described on the first page of this Consent and in Schedule B.

2. METHOD OF INTERPRETATION

Unless a term or provision, if acted upon, would result in violation of any Applicable Laws (all capitalized terms are defined in 1. Definitions) the following shall apply:

- a) If any term or provision contained in the body of this Consent conflicts with a term or provision contained in Schedule A, the term or provision in Schedule A shall prevail.
- b) If any term or provision contained in the body of this Consent or in Schedule A conflicts with a term or provision contained in Schedule B, the term or provision in the applicable Schedule B(s) shall prevail.
- c) In this Consent, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.
- d) Words such as "hereto", "thereto", "hereof", and "herein", when used in this Consent, shall be construed to refer to provisions of this Consent.
- e) The headings of all sections of this Consent, including the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

3. SCHEDULES

This Consent including the recitals and the attached Schedules, which, shall form part of the Consent, shall be terms and conditions agreed to by Grantor and Grantee:

Schedule A – Drawings

Schedule B – Approved Activity Information

4. ADDITIONAL WORK AND/OR ACTIVITIES

Installation of any Facility or the need for any Work and/or Activities other than those set in this Consent shall require a separate Consent.

5. NO LAND RIGHTS

This Consent does not confer on or upon Grantee any rights to or in Grantor's Lands. Grantee agrees not to file any caveat, notice, caution or other document whatsoever with any Land Titles or Registry office or to otherwise encumber Grantor's title to Grantor's Lands or Grantor's easements registered against Grantor's Lands.

6. CONDITIONS APPLICABLE TO GRANTEE'S WORK AND GRANTEE'S FACILITY

When Grantee conducts Work and/or Activities in the Crossing Area, the following terms and conditions shall apply:

- a) Grantee shall carry out all Work and/or Activities in the Crossing Area in a proper and diligent manner and in accordance with good engineering and construction practices.
- b) Grantee shall ensure that the Work and/or Activities are carried out in accordance with the technical details and drawings that are set out in its request for consent that have been accepted by Grantor and incorporated into Schedule A, and in accordance with any terms and conditions set out in Schedules A and B.
- c) Grantee will at all times provide direct supervision of any of its contractors, consultants, or other agents performing Work and/or Activities on Grantor's Lands, including within the Crossing Area, relating to Grantee's proposed Facility. Grantee shall provide a supervisor to direct all Grantee's Work.
- d) Grantee shall ensure that the weight of any equipment crossing above Grantor's Facility will not cause any damage to Grantor's Facility.
- e) The whole of the cost of the Work and/or Activities with respect to Grantee's Facility in the Crossing Area shall be borne by Grantee. Grantor shall not be responsible for any costs or expenses for the Work and/or Activities in respect of Grantee's Facility.
- f) Prior to accessing Grantor's Lands, including the Crossing Area, Grantee shall be responsible for obtaining and maintaining, at Grantee's sole cost and expense, all permits, approvals or licenses, as the case may be, under Applicable Laws, required to conduct the Work and/or Activities in respect of Grantee's Facility. Grantee shall also be responsible for obtaining, at its sole cost and expense, all necessary approvals, consents and permits from any other Parties with an interest in Grantor's Lands.
- g) Where applicable, Grantee shall be liable for and responsible to pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantee's Facility in the Crossing Area, or by reason of this Consent or of anything done by Grantee pursuant to this Consent. In addition, Grantee shall indemnify Grantor from and against all such taxes, rates and assessments in respect of Grantee's Facility.
- h) Grantee is responsible for proper and timely maintenance of its Facilities, including but not limited to integrity and leak checks.
- i) Grantee shall have available at the Crossing Area a fully executed copy of this Consent including Schedules to the Consent.
- j) Grantee acknowledges unattended open excavations can present a serious hazard to people, equipment and wildlife. In the event of an open excavation, Grantee shall ensure the excavation is clearly marked, blocked or safeguarded accordingly by fence, barricade, guardrail or other effective method. Grantee shall also erect warning signs around the excavation area.
- k) Grantee is responsible to verify and confirm any information, including without limitation all technical details and requirements it requires to perform its Work and/or Activities safely, in accordance with Applicable Laws and in accordance with this Consent.
- l) All approved Work and/or Activities are set out in this Consent. Any equipment/vehicle crossings not set out in this Consent will be considered unauthorized activity and where required be reported to the appropriate regulator.
- m) Grantee shall cover Grantor's Facility with such quality and quantity of backfill material as is specified by Grantor's representative prior to Grantee commencing backfilling operations for all ground disturbance activities including hydrovac holes. Compaction during backfill shall be conducted in accordance with Grantor's representative's direction. Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.
- n) Upon request of Grantor, Grantee shall provide "as-built" plans in the form of a .DWG or DNG format along with a layer lexicon or dictionary listing the layers and their contents, of any new permanent installation within three months of completion of proposed Work and/or Activities. All as-built plans shall be geo-referenced utilizing a projected coordinate system preferably UTM83.
- o) Where Grantee's Work and/or Activities require Grantee to excavate soil, if such excavated soil cannot be used to backfill the excavation for any reason, Grantee shall remove and dispose of such excavated soil in accordance with Applicable Laws at Grantee's cost and expense. Grantee shall backfill the excavated area with clean soil.

7. GRANTOR’S RIGHTS

- a) Grantor’s representative(s) shall have the authority to stop Work at any time due to safety, environmental or operational concerns and/or unforeseen circumstances or Emergency events.
- b) Grantor’s attendance on-site to ensure compliance with any conditions or provision set out in this Consent shall not be interpreted as constituting or creating any assignment of Grantee’s responsibilities at law or under the Consent. Grantee remains at all times responsible for its own Work, processes and supervision of its personnel. Notwithstanding the foregoing, to the extent described in this Agreement, Grantor’s representatives or designated alternates shall have the right and authority to make, give, receive any notice, information, direction or decision required in conducting Work.
- c) Grantor shall have the right to have a field representative on-site at any time Grantee Group access or use or perform Work and/or Activities on Grantor’s Lands, including within the Crossing Area. Grantee agrees that it shall not commence any Work and/or Activities on Grantor’s Lands, including within the Crossing Area, unless and until Grantor’s field representative is on-site and has staked and marked Grantor’s Facility.
- d) Where Grantee is designated or deemed the prime contractor under applicable occupational health and safety legislation over the worksite where Grantee is conducting its Work, Grantor’s on-site attendance or general observation of Grantee’s Work and/or Activities, including the reporting by Grantor to Grantee of safety or security concerns, or Grantor’s decision to stop Work in accordance with Section 7(a) in the main body of this Consent shall not relieve Grantee of its responsibilities and obligations, including Grantee’s responsibilities as prime contractor, under applicable occupational health and safety legislation.
- e) Grantor’s patrols of Grantor’s Lands, including the Crossing Area or Grantor’s Facility may result in Grantor making observations of Grantee’s Work and/or Activities. Grantee shall promptly remedy any security, safety or other concerns reported to it by Grantor and report such remedy in writing to Grantor as soon as reasonably practicable.
- f) Grantor reserves the right to charge Grantee for any utility costs incurred by Grantor for the provision of utility services to Grantee’s Facilities, which charges Grantee shall pay within 30 days. Grantee may, at Grantor's option and at Grantee’s sole cost, be required to install its own utility metering device(s).
- g) The costs associated with the location and identification of Grantor’s Facility and/or the supervision or monitoring of Work and/or Activities in the Crossing Area shall not be charged to Grantee for short term Work and/or Activities completed within three working days. However, if Grantee’s Work extends past three working days, such costs shall be charged to Grantee, at Grantor’s sole discretion.

Cathodic Protection

- a) Grantee shall do all things that in Grantor's reasonable opinion are necessary to ensure that Grantor's coating, cathodic protection and AC mitigation of Grantor's Facility or any part thereof are not damaged or adversely affected as a result of Grantee's construction, operations or subsequent application of cathodic protection by Grantee to Grantee's Facility.
- b) In the event that Grantee’s construction or Operational changes affect Grantor’s existing cathodic protection and AC mitigation facilities within the Crossing Area, all costs associated with the relocation of the cathodic protection and AC mitigation facilities shall be borne by Grantee. Relocation of the cathodic protection and AC mitigation facilities shall be completed by a Grantor approved contractor.
- c) Where cathodic protection monitoring is required by Grantor as a result of Grantee’s proposed installation or Operational changes, Grantor shall design, install and thereafter maintain a cathodic protection and/or AC mitigation test station for Grantor’s Facility in the Crossing Area, including (but not limited to) at the extremities of the parallel section at the crossing or at other locations as specified in an AC Mitigation Study. Grantee shall reimburse Grantor for all reasonable costs incurred by Grantor in respect of the design and installation of such cathodic protection test station.
- d) Where Grantee’s facility is a steel pipeline then Grantee shall design and install, at a minimum, a cathodic protection test station equipped with two insulated cathodic protection test leads connected to Grantee's Facility at the nearest reasonable access location, as determined and approved by Grantor's representative. The cost of the design, installation and maintenance of the cathodic protection test station shall be borne by Grantee.
- e) Where Grantee’s Facility is an overhead power line with a line voltage of 60 kV AC or greater, AND
 - (i) crosses Grantor's Facility; and/or
 - (ii) parallels Grantor's Facility within 100 ft (300 m) or less

Then immediate and long-term mitigation must be taken to reduce any AC interference on Grantor's Facility to a level acceptable to Grantor. Grantee shall be responsible to commission an AC Mitigation Study and if required, a DC Interference Study, at each such location. Such studies will be done at Grantee's cost by a Grantor approved AC Mitigation Specialist. If any part of Grantor's Facility is negatively affected by Grantee's power line, then Grantee shall bear full cost of such remedial measures as required.
- f) Grantee shall install cathodic protection and/or AC mitigation test stations at extremities of the parallel section, if required, per clause c.

8. COMPLIANCE WITH LAWS

Grantee and Grantor shall at all times comply with any and all Applicable Laws, including applicable pipeline damage prevention regulations.

If compliance with any provision of this Consent would result in violation of any Applicable Laws, the Applicable Laws shall prevail and this Consent shall be deemed to be amended accordingly.

9. ENVIRONMENTAL OBLIGATIONS

Applies to Landowners (applies to permanent installations and temporary activities for private use on private land where the landowner is Grantee)

Notwithstanding anything contained within the Consent, if at any time during the Work, Grantee Group suspects, encounters or causes to be released, on Grantor's Lands, including the Crossing Area, any contaminant, pollutant, waste, hazardous material, toxic substances, radioactive substances, petroleum or its derivatives, by-products or other hydrocarbons, dangerous substance or dangerous goods all as defined or identified in or pursuant to any Applicable Laws ("Contaminated Material"), Grantee shall:

- a) Promptly notify Grantor of the suspected Contaminated Material.
- b) Where Grantee Group's Work and/or Activities cause as release of Contaminated Material, Grantee shall, as its sole cost and expense:
 - (i) Excavate any suspected (but not yet confirmed) Contaminated Material only to the extent reasonably required to complete the Work and/or Activities in accordance with Applicable Laws and backfill impacted areas with clean soil material.
 - (ii) Be liable for any Contaminated Material attributable to Grantee or Grantee Group while accessing or making use of Grantor's property, including the Crossing Area, or pertaining to Grantee's Work and/or Activities and Grantee agrees to indemnify Grantor for any costs, claims, losses or damages with Grantor incurs or suffers or becomes liable for arising from such Contaminated Material; and
 - (iii) Where required under Applicable Laws, be responsible and liable for notifications and follow-up actions under the applicable environmental legislation, regulations and/or codes, pertaining to its access, use and Work and/or Activities on Grantor's Lands, including the Crossing Area.
- c) Grantor permits Grantee to place or spread clean soil material on the Crossing Area on the condition that Grantee does so at its own cost. Grantor shall not be responsible to Grantee if the soil material causes or results in ground subsidence, weeds or other vegetation, soil borne disease, erosion or otherwise that impacts Grantor's Lands or the Crossing Area.

Applies to Commercial Applicants (does not apply to permanent installations and temporary activities for private use on private land where the landowner is Grantee)

Notwithstanding anything contained within the Consent, if at any time during the Work, Grantee Group suspects, encounters or causes, on Grantor's Lands, including the Crossing Area, any contaminant, pollutant, waste, hazardous material, toxic substances, radioactive substances, petroleum or its derivatives, by-products or other hydrocarbons, dangerous substance or dangerous goods all as defined or identified in or pursuant to any Applicable Laws ("Contaminated Material"), Grantee shall, at its sole cost and expense:

- a) Promptly notify Grantor of the suspected Contaminated Material.
- b) Where Grantee Group's Work and/or Activities causes a release of Contaminated Material, Grantee shall, at its sole cost and expense:
 - (i) Excavate any suspected (but not yet confirmed) Contaminated Material only to the extent reasonably required to complete the Work and/or Activities and stockpile such Contaminated Material on a bermed impermeable liner or contain it in a containment bin suitable for holding Contaminated Material.
 - (ii) Cause samples of the Contaminated Material to be taken of any stockpiled soil, the walls and base of the excavation and analyzed by a qualified testing laboratory and provide a copy of the results of each sample tested, including all associated data from each sample tested, to Grantor.
 - (iii) Remove and dispose of the Contaminated Material at an approved facility in accordance with Applicable Laws and backfill impacted areas with clean soil provided such removal of Contaminated Material does not adversely impact Grantor's Facility. Grantor shall determine in its sole discretion if removal of Contaminated Material by Grantee may adversely impact Grantor's Facility and if so, will take any necessary steps to protect its Facility so that Grantee can perform its obligation set out in this clause.
 - (iv) Be liable for any Contaminated Material attributable to Grantee or Grantee Group's Work and/or Activities while accessing or making use of Grantor's property, including the Crossing Area, or pertaining to Grantee's Work and/or Activities and Grantee agrees to indemnify Grantor for any costs, claims, losses or damages that Grantor incurs or suffers or becomes liable for arising from such Contaminated Material; and
 - (v) Be responsible and liable for notifications and follow-up actions under the Applicable Laws, pertaining to its access, use and Work and/or Activities on Grantor's Lands, including the Crossing Area.
- c) For greater certainty, costs and expenses contemplated in this section shall include such costs and expenses associated with the excavation, handling, containment, storage, treatment, testing, removal, transport and disposal of the Contaminated Material.
- d) Grantee Group shall not, without the express written permission of Grantor, spread any fill material, including without limitation, soil, slurry from hydro-vacuuming or otherwise, over Grantor's Lands, including the Crossing Area, or remove soils from Grantor's Lands, including the Crossing Area. Such permission may be denied by Grantor at its sole discretion.
- e) If Grantor permits Grantee to place or spread topsoil fill material on Grantor's Lands, including the Crossing Area, then Grantee does so at its own cost and Grantee acknowledges and agrees it shall only use clean topsoil fill material. Notwithstanding anything contained herein, Grantor shall not be responsible for or liable to Grantee if:
 - (i) the topsoil fill material contains Contaminated Material resulting in contamination to or upon Grantor's Lands including the Crossing Area; or

(ii) if the topsoil fill material, including the spreading or placement of such topsoil fill material on Grantor's Lands including the Crossing Area, causes or results in ground subsidence, weeds or other vegetation, soil borne disease, erosion or otherwise impacts the Lands including the Crossing Area.

10. EMERGENCY EVENTS

10.1 If Work and/or Activities are required in an Emergency by either Party, that Party shall commence the necessary Work and/or Activities and shall forthwith give the other Party's representative verbal notice of the Emergency and necessary Work and/or Activities and shall forthwith give written notice pursuant to Section 16.

10.2 If at any time while Grantee is conducting its Work and/or Activities, physical contact is made with any of Grantor's Facilities, Grantee must immediately:

- a) Stop Work; and
- b) Notify Grantor's Field Representative.

11. LIABILITY AND INDEMNITY

11.1 Grantee acknowledges that Grantor makes no representations or warranties in respect of the condition of Grantor's Lands, including the Crossing Area. Grantee Group shall access and use Grantor's Lands, including the Crossing Area, pursuant to this Consent entirely at Grantee Group's own risk. Grantor shall not be responsible for or liable to Grantee for any defects, deficiencies or otherwise in, on, under, over or upon Grantor's Lands, nor shall Grantor be responsible for or liable to Grantee for any delays or other adverse impacts suffered by Grantee as a result of such defects, deficiencies or otherwise in, on, under over or upon Grantor's Lands.

11.2 Grantee agrees that Grantor and its affiliates, subsidiaries, successors and assigns and each of their respective directors, officers, employees, contractors and agents (collectively the "Grantor Indemnified Parties") shall not be liable for any Claims whatsoever suffered by Grantee Group, or other party, resulting from or arising out of Grantee Group's access or use of the Grantor's Lands, including the Crossing Area.

11.3 Grantee shall be liable to, indemnify and hold harmless the Grantor Indemnified Parties from any Claims suffered or incurred by any of the Grantor Indemnified Parties caused by or arising out of Grantee Group's acts or omissions in respect of (i) Grantee Group's Work and/or Activities, (ii) Grantee Group's use of the Crossing Area or (iii) arising from Grantee's breach of this Consent, except to the extent such Claims are caused by the negligence or willful misconduct of Grantor.

11.4 Notwithstanding anything else contained herein, Grantor shall not be responsible or liable for any errors or omissions in any Grantor information provided to Grantee, nor for Grantee's use of or reliance upon such information. Grantee relies on such information entirely at its own risk. For greater certainty, the location and depth of cover of Grantor's Facility must be positively confirmed by Grantee prior to any ground disturbance.

11.5 This Article 11 shall survive the termination of this Consent.

12. REQUIRED INSURANCE

Applies to Landowners (applies to permanent installations and temporary activities for private use on private land where the landowner is Grantee)

12.1. At all times during the Term of the Consent Grantee shall maintain at its own expense the insurance coverage outlined herein with insurers who are licensed to provide insurance in the relevant jurisdiction.

- a) Commercial General Liability coverage with a limit of two million dollars for each occurrence for bodily injury and property damage arising out of or relating to Grantee's activities under this Consent.
- b) Auto Liability covering all vehicles used by Grantee in connection with this Consent with a combined single limit of two million dollars.
- c) As applicable, any other insurance required by law or as Grantor may, in its discretion, determine to be necessary.

12.2. Insurance Limits. Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in the foregoing sections may be satisfied through a combination of primary and excess insurance limits. The coverage required in 12.1(a) above may be satisfied through an alternate policy form, such as Farm or Homeowners Liability, to the extent that coverage provided under such alternate form is substantially equivalent to the requirement noted in 12.1(a) above.

12.3. Evidence of Insurance. Upon request of Grantor, Grantee shall provide to Grantor (or Grantor's designated representative) Certificate(s) of Insurance evidencing Grantee's compliance with this Section 12. "Certificate Holder" shall be Grantor.

12.4. Insurance Costs. Grantor will not be responsible for any premiums, deductibles, self-insured retentions, self-insurance or any other costs for the insurance provided by or on behalf of Grantee.

12.5. Effect on Indemnity Obligations. Except as required by Applicable Laws, Grantee's compliance with the obligations under this Section 12 shall in no way limit or replace the indemnity and other obligations of Grantee contained elsewhere in this Consent.

Applies to Commercial Applicants (does not apply to permanent installations and temporary activities for private use on private land where the landowner is Grantee)

12.1. At all times during the term of this Consent (the "Term") [and for so long thereafter as a Claim related to this Consent is possible under applicable statutes of limitations], Grantee, individually or through a member of the Grantee Group shall maintain at its own expense the insurance coverage outlined below, in each case with insurers having financial security ratings of at least "A-" by AM Best or "A" by Standard & Poor's and which are authorized to do business where Work is performed and in all other applicable jurisdictions as specified below.

- a) **Workers' Compensation and/or Occupational Disease** coverage that fully complies with all applicable workers' compensation laws or regulations in all state(s) where Work is to be performed, where Grantee Group's employees who perform Work reside, and in all states where Grantee Group members who perform Work are domiciled. As

applicable, coverage shall include an alternate employer's endorsement and voluntary compensation endorsement.

- b) **Employer's Liability** coverage with limits of one million dollars each accident, one million dollars disease each employee, and one million dollars disease policy limit.
- c) **Commercial General Liability** coverage with a limit of five million dollars each occurrence for bodily injury and property damage arising out of or relating to activities under this Consent. The policy shall include coverage for personal and advertising injury, contractual liability addressing indemnification under this Consent, cross liability, severability of interests, products and completed operations, limited time element pollution, and as applicable, shall provide coverage for explosion, collapse, and underground hazards ("XCU").
- d) **As applicable, Commercial Auto Liability** covering all vehicles used in connection with this Consent with a combined single limit of two million dollars for injury or death of one or more persons or damage to or destruction of property as a result of each accident.
- e) **Umbrella or Excess Liability** coverage with a limit of two million dollars per occurrence excess of required insurance in b), c), and d) above on a "follow form" basis with coverage at least as broad as the underlying policy terms and conditions.
- f) **As applicable, All Risk Property Damage** insurance on a replacement cost basis covering loss of or damage to property owned or leased, or in the care custody and control by the Grantee Group or for which the Grantee Group has otherwise assumed responsibility for loss or damage under the terms of this Consent.

12.2. Insurance Limits. Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in the foregoing sections may be satisfied through a combination of primary and excess insurance limits.

12.3. Additional Insured, Subrogation Waiver, Policies as Primary. Grantee shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to Grantor, the following:

- a) Grantor shall be added as additional insured in insurance policies under Section 12.1 c), d) and e).
- b) Waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim, in favor of Grantor, in all policies of insurance under this Section 12 and including all applicable third-party liability policies, property insurance policies and marine insurance policies, arising out of or related in any way to this Consent.
- c) That coverage, in all of Grantee Group's insurance policies (whether such policies are primary, umbrella or excess) under this Section 12 or arising out of or related to this Consent in any way, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to Grantor under this Consent.

12.4. Notice of Cancellation. Insurance maintained by Grantee Group shall not be canceled without 30 days prior written notice being furnished to Grantor.

12.5. Evidence of Insurance. Upon request of this Consent, and on an annual basis thereafter until this Consent is terminated, Grantee shall provide to Grantor (or Grantor's designated Representative) Certificate(s) of Insurance on standard forms regularly accepted in the industry certifying Grantee's compliance with this Section 12 and specifically identifying coverage extensions and endorsements required herein. In the event of a reduction in Grantee Group's insurance limits during the Term which may otherwise reduce the limits of insurance required to comply with this Section 12, the Grantee shall promptly provide Grantor with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Section 12. Grantor's (or Grantor's Representative's) acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Section 12.

- a) "Certificate Holder" shall be each entity identified as a Grantor under Grantor information on page 1 of this Consent.

12.6. Failure to Maintain. In the event Grantee fails to comply with insurance requirements under this Section 12, such failure shall constitute cause for immediate termination of this Consent by Grantor in addition to any other rights available to Grantor at law or in equity. At its sole discretion, Grantor may, but shall not be obligated to, obtain such insurance for Grantor's sole benefit as Grantor deems necessary to address any failure on the part of the Grantee Group to obtain the insurance required pursuant to this Section 12. Any cost thereof shall be payable by the Grantee to Grantor on demand and Grantor may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to Grantee. No liability shall attach to Grantor for any decision on the part of Grantor to forego the purchase of additional insurance under this Section 12.6, nor does Grantor's decision not to purchase additional insurance pursuant to this Section 12.6 constitute a waiver, release or modification of the requirements under this Section 12, or constitute a statement by Grantor that Grantee's insurance coverage at any time during the Term hereof is in compliance with the requirements under this Section 12.

12.7. Insurance Costs. Grantor will not be responsible for any premiums, surcharges, supplemental calls, penalty payments, deductibles, self-insured retentions, self-insurance or any other costs for the insurance provided by or on behalf of Grantee in accordance with this Section 12.

12.8. Compliance with Applicable Laws. If it is judicially determined that the monetary limits of the insurance required herein do not conform with Applicable Laws, it is agreed that Grantee shall take whatever steps are necessary, at its own expense, to ensure said insurance shall conform to the greater of the minimum monetary limits and other provisions in such law, or the limits specified herein.

12.9. Effect on Indemnity Obligations. Except as required by Applicable Laws, Grantee's compliance with the obligations under this Section 12 shall in no way limit or replace the indemnity and other obligations of Grantee contained elsewhere in this Consent.

12.10. Indemnities to be Supported by Insurance. To the fullest extent required by certain Applicable Laws and not prohibited by other Applicable Laws, Grantee agrees to obtain and maintain, for the benefit of the Grantor, as indemnitee, types and amounts of insurance coverage at least equal to the insurance requirements set forth in Section 12 of this Consent, in each case to cover the entire scope of the release, indemnity, defense, and hold harmless obligations assumed in Section 11, Liability and Indemnity. All insurance required under this Section 12 is in support of Grantee's respective release, indemnity, defense, and hold harmless obligations in addition to, and independent of, any other insurance requirements contained in this Consent.

12.11. As applicable, Louisiana Employees. With respect to a Work Release Contracts which provide for Work to be performed in Louisiana (including, without limitation, its offshore waters), in all cases where Grantee Group's employees (defined to include Grantee Group's and its Subcontractor's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., Grantor and Grantee agree that all Work and operations performed by Grantee Group's employees pursuant to any and all Work Release Contracts are an integral part of and are essential to the ability of Grantor to generate Grantor's goods, products, and Work for the purpose of La. R.S. 23:1061 (A) (1). Furthermore, Grantor and Grantee agree that Grantor is the statutory employer of Grantee Group's employees for purposes of La. R.S. 23:1061 (A) (3). However, irrespective of Grantor's status as the statutory or special employer (as defined in La. R.S. 23:1031 (C)) of Grantee Group's employees, Grantee shall remain primarily and fully responsible for the payment of Louisiana workers' compensation benefits to or for Grantee Group's employees, and shall not be entitled to seek contribution for any such payments from Grantor.]

13. REMEDY ON DEFAULT

Without in any way limiting the liability of Grantee hereunder and without overriding, limiting or abating Grantee's indemnity obligations hereunder, in the case of default by Grantee in carrying out any of the provisions of this Consent, Grantor may give notice thereof to Grantee. If Grantee fails to commence to remedy such default within 5 days after receipt of such notice and diligently complete such remedy thereafter, Grantor may (a) take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses incurred by Grantor in remedying to remedy the default or (b) revoke its Consent granted hereunder until such time the default is remedied by the Grantee to the Grantor's satisfaction. Any costs or expenses incurred by the Grantor under this Section 13 shall be payable by Grantee within 30 days of receipt of Grantor's invoice.

14. DAMAGES

Without in any way limiting the liability of Grantee hereunder and without overriding, limiting or abating Grantee's indemnity obligations hereunder, the cost and expense to repair any damages to Grantor's Facility resulting from Grantee's Work and/or Activities shall be Grantee's sole responsibility and Grantee shall be responsible to pay to Grantor all costs and expenses Grantor incurs to repair such damage to Grantor's Facility. Such costs and expenses shall be payable by Grantee within 30 days of receipt of Grantor's invoice(s).

Any damages to Grantor's Lands, including the Crossing Area, resulting from Grantee's Work and/or Activities shall be promptly repaired by Grantee at its sole cost and expense to the satisfaction of Grantor, acting reasonably. If Grantee fails to repair any such damage promptly and with dispatch, Grantor may make or cause to be made the necessary repairs and the entire costs thereof shall be charged to and paid by Grantee. Such costs and expenses shall be payable by Grantee within 30 days of receipt of Grantor's invoice(s).

15. TERMINATION AND ABANDONMENT

15.1 Termination

The rights and obligations of the Parties under this Consent shall terminate as follows:

- a) For Permanent Installation(s): Two years from the date this Consent is signed by Grantor if construction of Grantee's Facility has not commenced.
- b) For Temporary Activities: upon the Expiration Date as set out in the respective temporary activities table within Schedule B.
- c) Upon the removal of all Grantor's Facilities or Grantee's Facilities from the Crossing Area and in accordance with any regulatory body requirements and completion of any remediation/reclamation work required by Applicable Laws and under this Consent, except for those obligations and liabilities incurred prior to the termination of this Consent and/or those that survive the termination of this Consent.

15.2 Abandonment of Grantee's Facility

- a) a) Where Grantor is a registered owner of the Lands, Grantor may in its sole discretion, acting reasonably, require Grantee, as part of Grantee's abandonment activities and application, and at Grantee's own cost, to remove Grantee's Facility from the Lands, including the Crossing Area, and return the Crossing Area to a condition as close as reasonably practical to the condition in which it existed immediately prior to the Work and/or Activities performed by Grantee under the Agreement. In the event the Grantor and Grantee have entered into an easement agreement in respect of the Lands where the Crossing Area is located, should this section 15.2 conflict with the easement agreement, the easement agreement shall prevail.
- b) Grantee agrees that it will provide Grantor with written notice of its abandonment application and any Order it is granted for the Abandoned Pipeline/abandoned Facility.

16. NOTICES

Notices shall be in writing and shall be sent to the Parties at the addresses for notice set out on the first page of this document. Notices shall be governed as follows:

- a) Either Party may from time to time change its address for notice by giving notice to the other Party.
- b) Unless otherwise indicated in this Consent, all notices authorized or required to be given hereunder or made necessary by the terms hereof shall be in writing and may be delivered by hand, courier or registered mail, or sent by electronic mail. If delivered by hand, courier or registered mail, the notice shall be deemed to have been received

on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by electronic mail, the notice shall be deemed to have been received on the business day following the day it was sent.

- c) No notice shall be effective if mailed during any period in which postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery thereof.
- d) Notwithstanding the foregoing, to the extent described in this Consent, Grantor's and Grantee's representatives or designated alternates shall have the right and authority to make, give or receive any notice, information, direction or decision required in conducting Work and/or Activities hereunder.

17. GOVERNING LAW

This Consent shall be governed and construed in accordance with the laws of the State in which the Grantor's Facility is located and the laws of the United States of America as applicable therein.

18. ASSIGNMENT

Grantee shall not assign or transfer, in whole or in part, this Consent or the rights and obligations granted hereunder without first obtaining the written consent of Grantor and such consent shall not be unreasonably withheld.

Should Grantor grant its consent to Grantee to assign this Consent, Grantor may require Grantee and the assignee to execute an assignment and assumption Consent, novation Consent or other such appropriate form of Consent as applicable.

Together with any request for such consent, Grantee shall provide Grantor with the assignee's written confirmation that the assignee has read and understands the terms and conditions of this Consent and agrees to be bound by them.

19. ENUREMENT

This Consent shall enure to the benefit of and be binding upon the Parties, their heirs, executors, administrators, successors and permitted assigns.

20. TIME IS OF THE ESSENCE

Time shall be of the essence in respect of this Consent.

21. WAIVER

No waiver of any breach of a covenant or provision of this Consent shall take effect or be binding upon a Party unless it is expressed in writing. A waiver by a Party of any breach shall not limit or affect that Party's rights with respect to any other or future breach.

22. ENTIRE CONSENT

This Consent sets forth the entire Consent between the Parties hereto and shall be deemed to have superseded any and all previous consents and understandings, whether written or oral, between the Parties pertaining to Grantee's crossing contemplated herein including Grantee's Work and/or Activities.

No change, modification, amendment or alteration of this Consent shall be valid unless it is in writing and signed by the authorized representative(s) of the Parties hereto.

23. EXECUTION / DELIVERY OF CONSENT

This Consent may be executed in any number of counterparts, and may be delivered originally or by Portable Document Format (PDF) and each such original, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

24. SEVERABILITY

Any term or condition herein which is held to be void, null, invalid, illegal or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall not invalidate or affect any of the remaining terms or conditions of this Consent.

**Schedule A,
Drawings**

The table below lists all the attached drawings, equipment specification and data sheet(s) and/or typical drawing(s) that form part of the Crossing and Encroachment Consent.

Schedule A Number	Drawing Number, Name or Other	Revision Number, if applicable	Drawing Date, if applicable
	2021-C26 Sheet C-8, 7-25-22, N/A		
	2021-C26 Sheet C-14&15, 7-25-22, N/A		
	2021-C26 Sheet C-21, 7-25-22, N/A		
	2021-C26 Sheet C-26 Washington County Water Plan Set, 7/2/22		
	Heavy Equipment Sheets		

**Schedule B,
Approved Activity Information**

Approved Activity Details

The activities in Table 1 and as described in this section are approved subject to the Consent and any additional terms and conditions as noted in this schedule.

Table 1: Approved Activity Information

Activity Information	Activity Identifier	Activity Identifier	Activity Identifier	Activity Identifier
Location				
Grantor pipeline number(s)	3300-1	3300-1	3300-2	3300-1
Grantor KP and/or MP	87.802	89.211	89.851	89.473
Short legal description	Hwy 93	Double Springs Rd	Link Rd S side	Link Rd S side
GPS coordinates	36.405533, -82.620657	36.411528, -82.59723	36.411258, -82.592967	36.411584, -82.593386
Permanent				
Pipeline, Cable and/or Drainage Tile Crossing				
Grantee proposed facility being installed (pipeline, cable, other)	pipeline	pipeline	pipeline	pipeline
Grantee material (steel, PVC, concrete, duct structure, HDPE)	PVC or HDPE	PVC or HDPE	HDPE	PVC
Grantee pipe diameter and/or size of cable (NPS or mm)	8"	8"	8"	4"
Product conveyed (water, natural gas, oil or sewer)	water	water	water	water
Surface/subsurface/ pipe rack	subsurface	subsurface	subsurface	subsurface
Above/below Grantor's facility	above	above	above	above
Grantee method of installation (open cut, HDB, HDD, pipe rack)	Open cut	Open cut	Open cut	Open cut
Minimum clearance specified	24"	24" can go to a 12", if needed	24"	24"
Crossing angle	At or near 90 degrees	At or near 90 degrees	At or near 90 degrees	At or near 90 degrees
Temporary Activities				
Temporary Equipment or Vehicle Crossing				
Minimum cover required over Grantor's facility (m)	48"			
Expiry date	12/31/23			
Type of ramping (earth/rig mat/air bridge)	earth			

Additional Terms and Conditions Specific to Approved Activities

Location Specific Terms for Working Within a Facility or Terminal

- a) Grantee, and its contractors, consultants, or other agents shall all possess a safe work permit and shall complete Grantor's general and site-specific orientation training prior to commencing any Work and/or Activities on

Grantor's terminal, including within the Crossing Area. For clarity, Grantor's general and site-specific orientation training must be completed annually.

- b) Grantee and its contractors, consultants, or other agents shall provide details as to Work and/or Activities to be performed each day prior to commencement of the Work and/or Activities.
- c) Grantor must be satisfied that Grantee's work processes and circumstances are safe and appropriate before Grantee may perform any Work and/or Activities.
- d) Prior to the commencement of Work and/or Activities, representatives for Grantor and Grantee will meet to review Grantee's proposed scope of work activities and to discuss construction plans and expectations. Grantee will provide written documentation indicating site specific information and processes including, but not limited to, garbage disposal, hours of work, site access, security, the existence of any county permits and any other matters reasonably requested by Grantor. Any safety expectations concerning Grantee's construction activities will be raised and resolved at this time and documented in writing.
- e) Grantor's representative will determine access route within Grantor's terminal and/or Grantor's Lands at Grantor's sole discretion.
- f) Grantor's representative shall determine scheduling of Work and/or Activities within Grantor's Lands at Grantor's sole discretion.
- g) Grantee will, at all times, during the performance of its Work and/or Activities, provide direct supervision of any Grantee contractors, consultants or other agents performing Work and/or Activities on Grantor's Lands related to Grantee's proposed Work and/or Activities.
- h) Grantor may assign, at its sole discretion, an inspector to attend the worksite to inspect Grantor's Work and/or Activities during the performance of Grantee's Work and/or Activities to ensure Grantor's Lands is not adversely impacted by Grantee's Work and/or Activities. Grantor may charge Grantee reasonable fees for the inspector's time.
- i) Grantor reserves the right, acting reasonably, to isolate Grantee's operations for the purpose of preventing, mitigating or controlling an actual or potential incident that may have an adverse impact on Grantor's Lands, operations and/or environment, including third-party lands. Grantor will notify Grantee, as soon as reasonably practical, of its decision to isolate Grantee's operations.
- j) Any costs incurred for remediation on Grantor's Lands attributable to Grantee's Work and/or Activities will be at Grantee's expense and executed under Grantor's direction and discretion.
- k) Grantee acknowledges that permission to utilize temporary workspace on Grantor's property to perform surveying activities in respect of Grantee's proposed Work and/or Activities is not permission nor approval from Grantor of Grantee's proposed route and/or proposed construction work in respect of Grantee's proposed facilities.

Grantee's Pipeline or Cable Installation Either Above or Below Grantor's Facility(ies)

- a) Grantee's Facility to be installed at an even elevation across the width of Grantor's right-of-way(s) except for gravity flow or HDD installations.
- b) Have a tracer line, 3M Electronic Marker System (EMS) ball markers, Radio Frequency Identification (RFID) tags or other alternative locate marking method acceptable to industry, installed on Grantee's non-metallic underground facilities. Tracer wire to terminate at a location approved by Grantor's representative where still accessible for future locating purposes. Tracer wire to be secured at appropriate intervals to Grantee's underground pipeline.
- c) Grantor's representative will determine, at the time of Grantee's installation, whether below grade markers (such as colored tape) or mechanical protection (such as concrete blocks) shall be required to be installed above Grantee's Facility in the Crossing Area.
- d) Minimum clearance, as specified in the table above, to be maintained between Grantee's cable and Grantor's Facility. However, if applicable, if the diameter of Grantee's bore hole will be larger than Grantee's proposed Facility then the minimum clearance, as specified in the table above, shall be maintained between Grantee's bore hole and Grantor's Facility.
- e) Grantee shall install and maintain appropriate marker signs indicating Grantee's Facility location in the Crossing Area, as feasible. Proposed location(s) to be agreed to by Grantor's representative.
- f) Grantee shall physically support Grantor's Facility if required, or as directed by Grantor, while any Work is being carried out hereunder.

(ii) Power lines more than 60 kV

Minimum safe horizontal clearance distances between a pipeline and power line structures, ground and anchors to avoid arcing risks are as follows:

- if the Grantor's Facility is a transmission pipeline:
 - power line structures, grounding and anchors must be outside of the Grantor's right-of-way and at least 33 ft (10 m) away from any Grantor Facility, whichever is the greater distance
 - minimum vertical clearance must be 25 ft (8 m) from the top of grade to any cable or lines crossing the right-of-way along with any associated appurtenances

Temporary Equipment or Vehicle Crossings

- a) Vehicles or equipment using the crossing must proceed slowly and with caution to minimize the impact loading.
- b) Grantee shall stay 16 ft (5 m) away from Grantor's Facility at all times except at the approved temporary equipment crossing location
- c) The approved temporary crossing location shall be over straight pipe only and to a maximum width of 25 ft (8 m) on either side of the GPS coordinates as specified

- d) The expiry date(s) for the temporary equipment / vehicle crossing(s) identified by each Crossing Identifier are set out in Table 1 above.
- e) The minimum cover required over Grantor’s Facility, as set out in the approved activity details table at the beginning of Schedule B, is based on equipment / vehicle information provided by Grantee and attached in Schedule A.
- f) If the current depth of cover over Grantor’s Facility is less than the minimum cover required, as set out in the approved activity details table at the beginning of Schedule B, then Grantee shall construct temporary ramping over Grantor’s Facility. The temporary ramping shall be constructed in accordance with the applicable typical temporary crossing ramp drawing attached in Schedule A.
- g) At no time during the Activities shall any mechanized vibratory equipment be used over Grantor’s Facility.
- h) If requested by Grantor, temporary ramping shall be removed at any time to:
 - (i) accommodate Grantor's work;
 - (ii) address an emergency situation;
 - (iii) prevent damage to Grantor's Facilities; or
 - (iv) comply with Applicable Laws.
- i) Grantee shall comply with Grantor's request to remove the temporary ramping within five business days after receipt of Grantor's request. Temporary ramping may be re-constructed by Grantee, at Grantee's own expense, upon obtaining Grantor's field representative’s permission.
- j) Upon expiry Grantee shall remove the temporary equipment ramping and restore the area to the satisfaction of Grantor.

Additional notes:

- a) Equipment, as attached, is approved for crossing with at least 48" of cover per On-Site Consent. Any additional equipment will need review prior to use on our right-of-way.
- b) If all the waterline crossings are PVC or HDPE, they are approved with 24" of separation measured from top of pipeline to bottom of waterline.
- c) The crossing at Double Spring Rd the cover can be reduce to 12" of separation from top of pipeline to bottom of waterline.
- d) Per Crossing & Encroachment Guide and Requirements, the following applies:

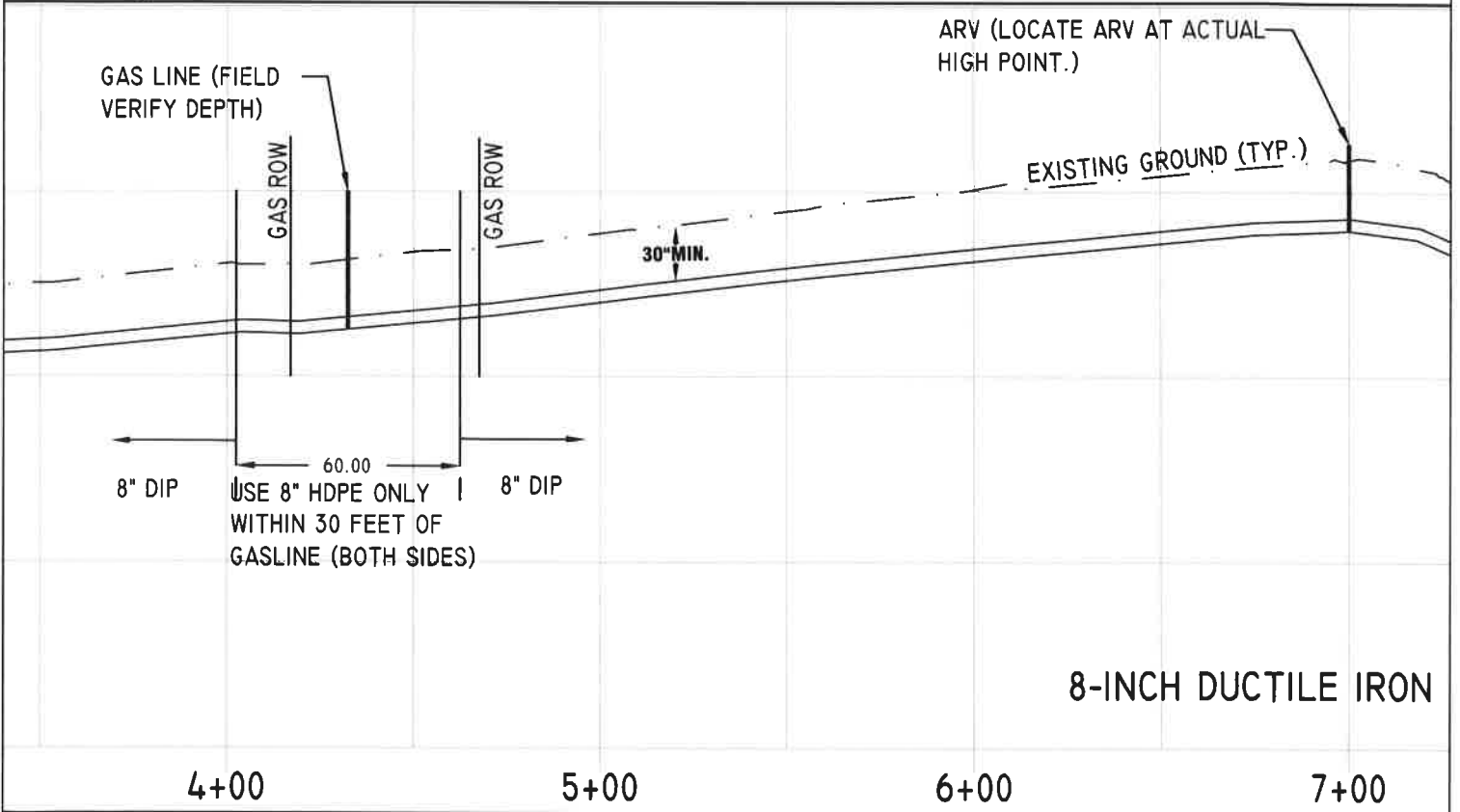
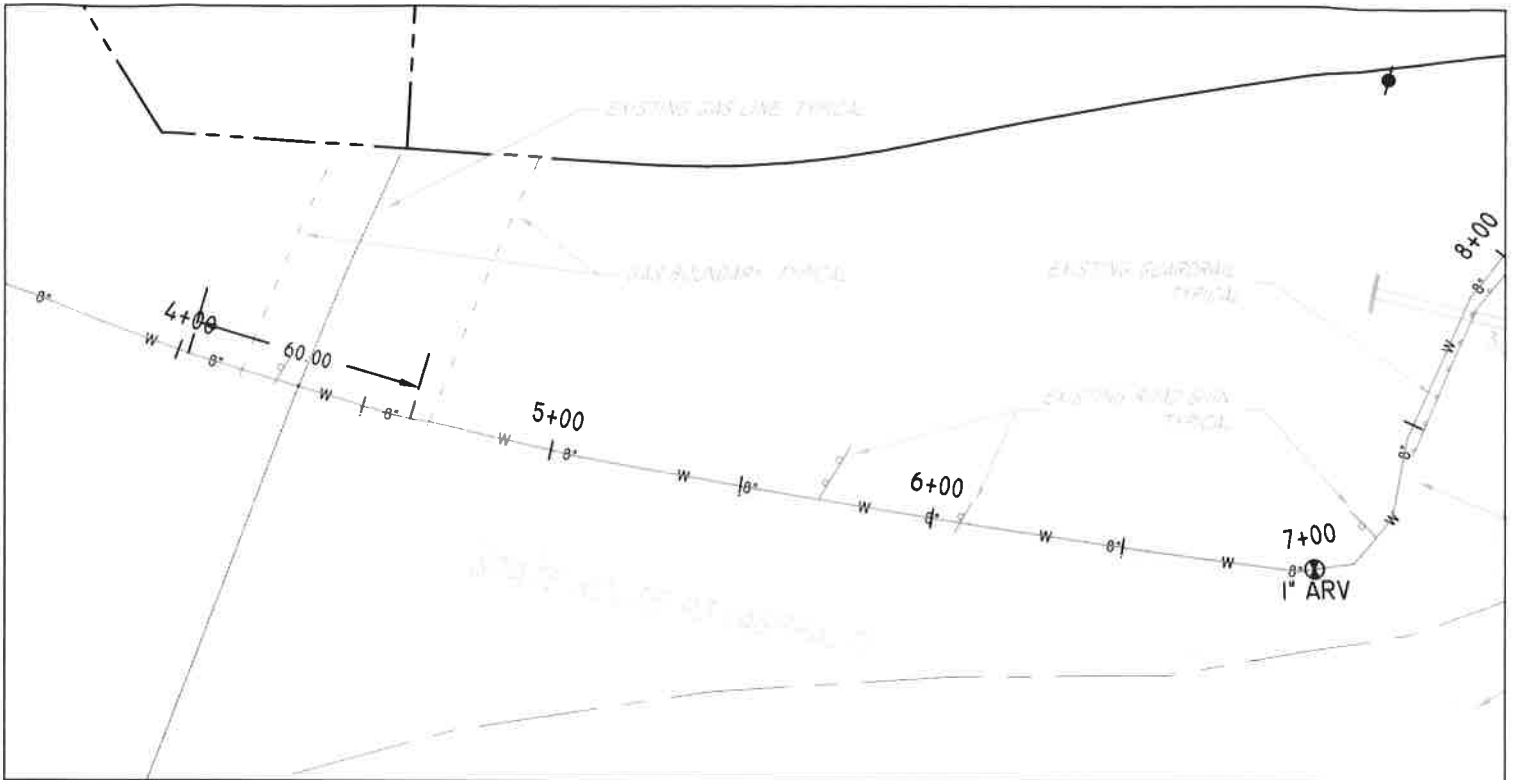
5.9.2 Open Cut Installations

5.9.2.1 Above an Enbridge Facility Requirements

Technical Requirements

Applicants must:

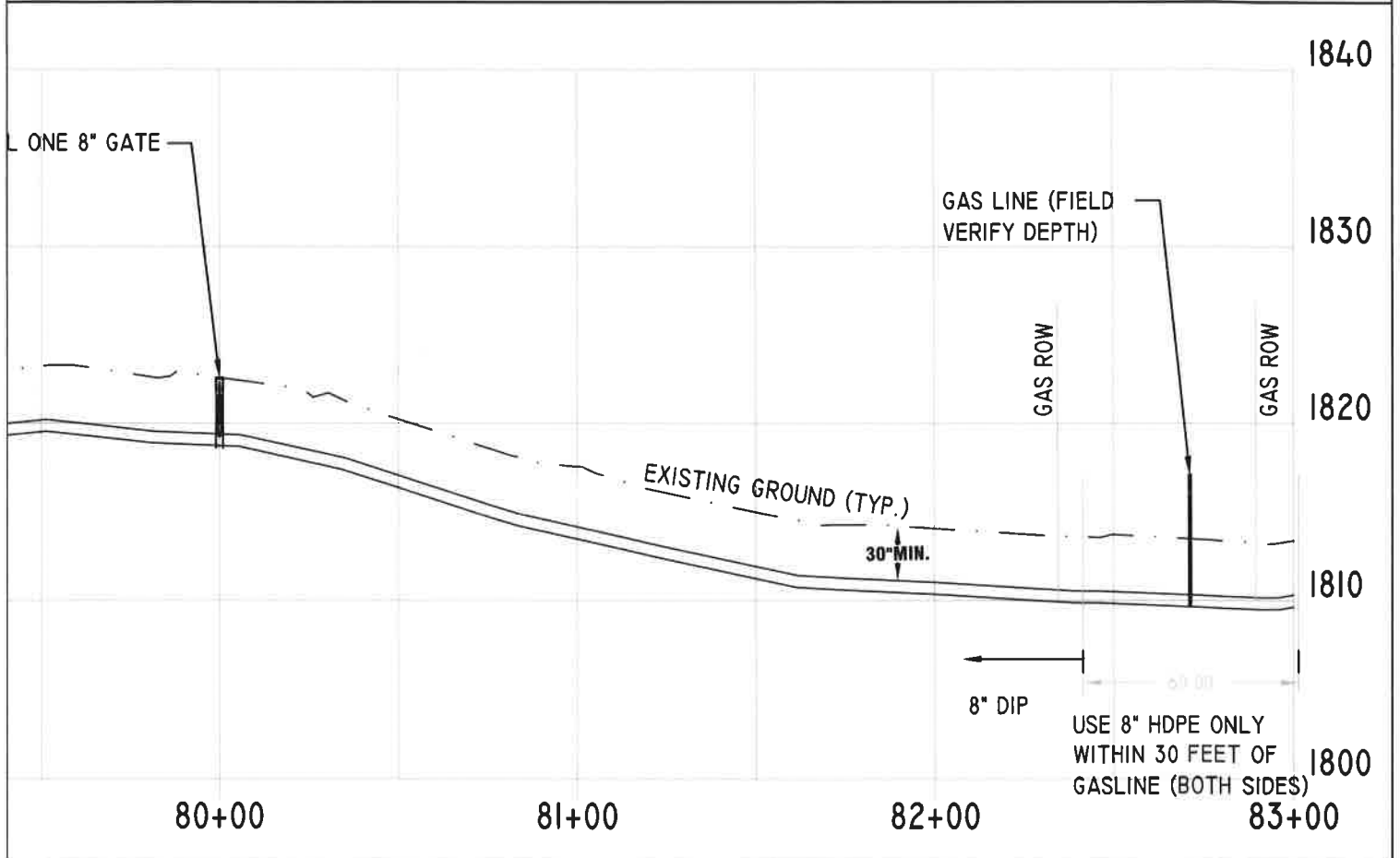
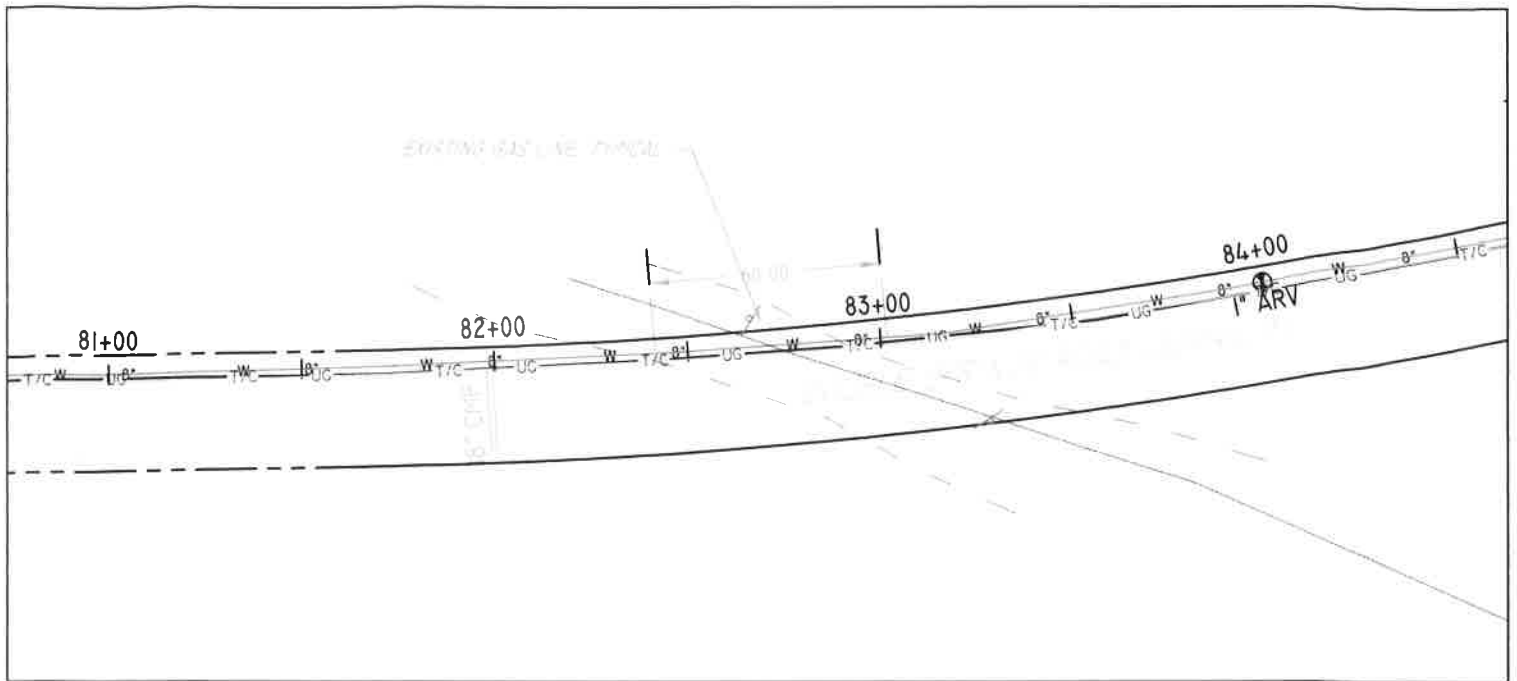
- achieve a minimum clearance of 2 ft (0.6 m) for cable (TV, telephone or fiber), utility pipelines NPS 6 and less and electrical lines less than 750 V; all other installations require a minimum of 2 ft (0.6 m) clearance, unless otherwise stated
- use utility warning tape 1 ft (0.33 m) below grade, in accordance with APWA Uniform Color Code, and in the bottom of the trench (color coded to corresponding Enbridge pipeline) across the entire width of the Enbridge right-of-way, unless otherwise directed
- initially add two layers of geotextile material, if an aggregate base is used at the bottom of the proposed trench



WASHINGTON COUNTY WATER PROJECT GAS CROSSING #1

1"=50'H., 10'V.

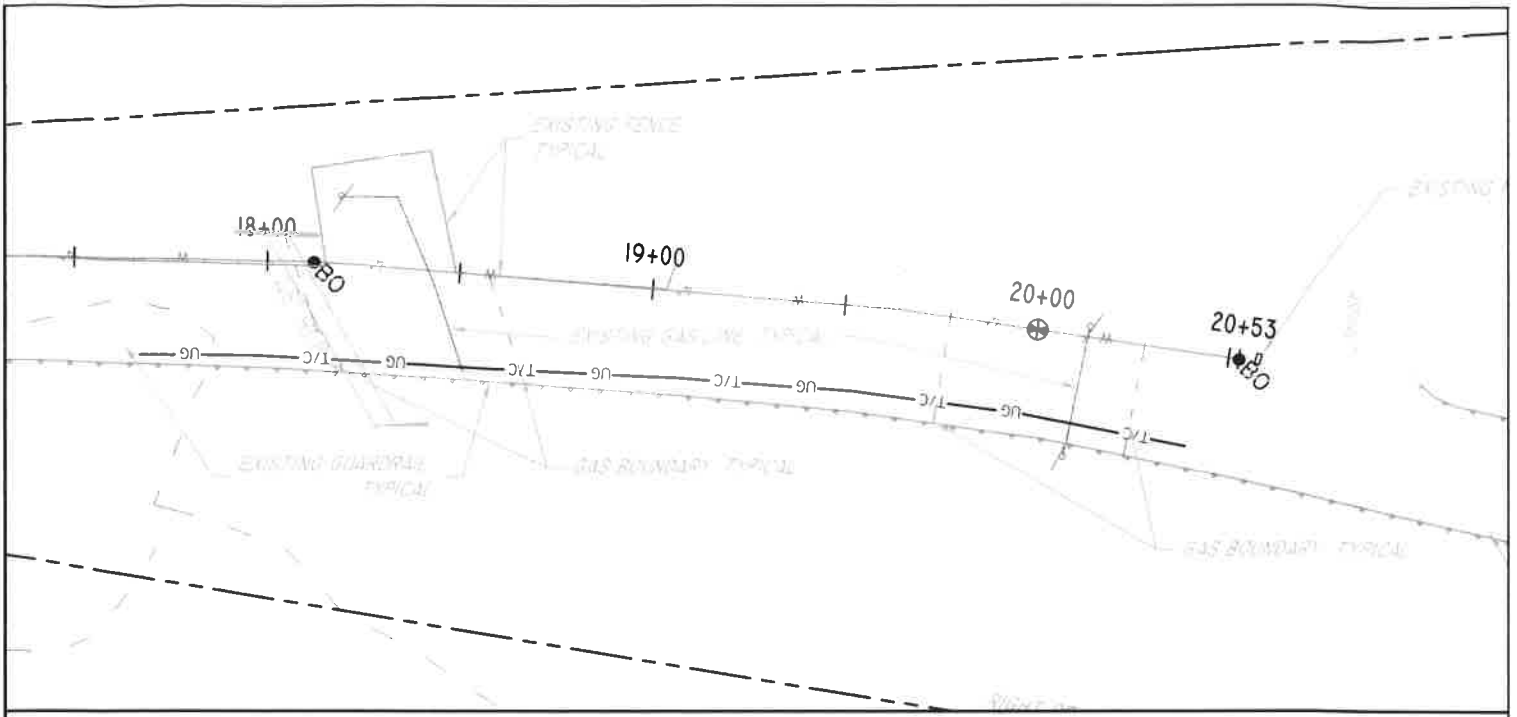
Item XII.1.



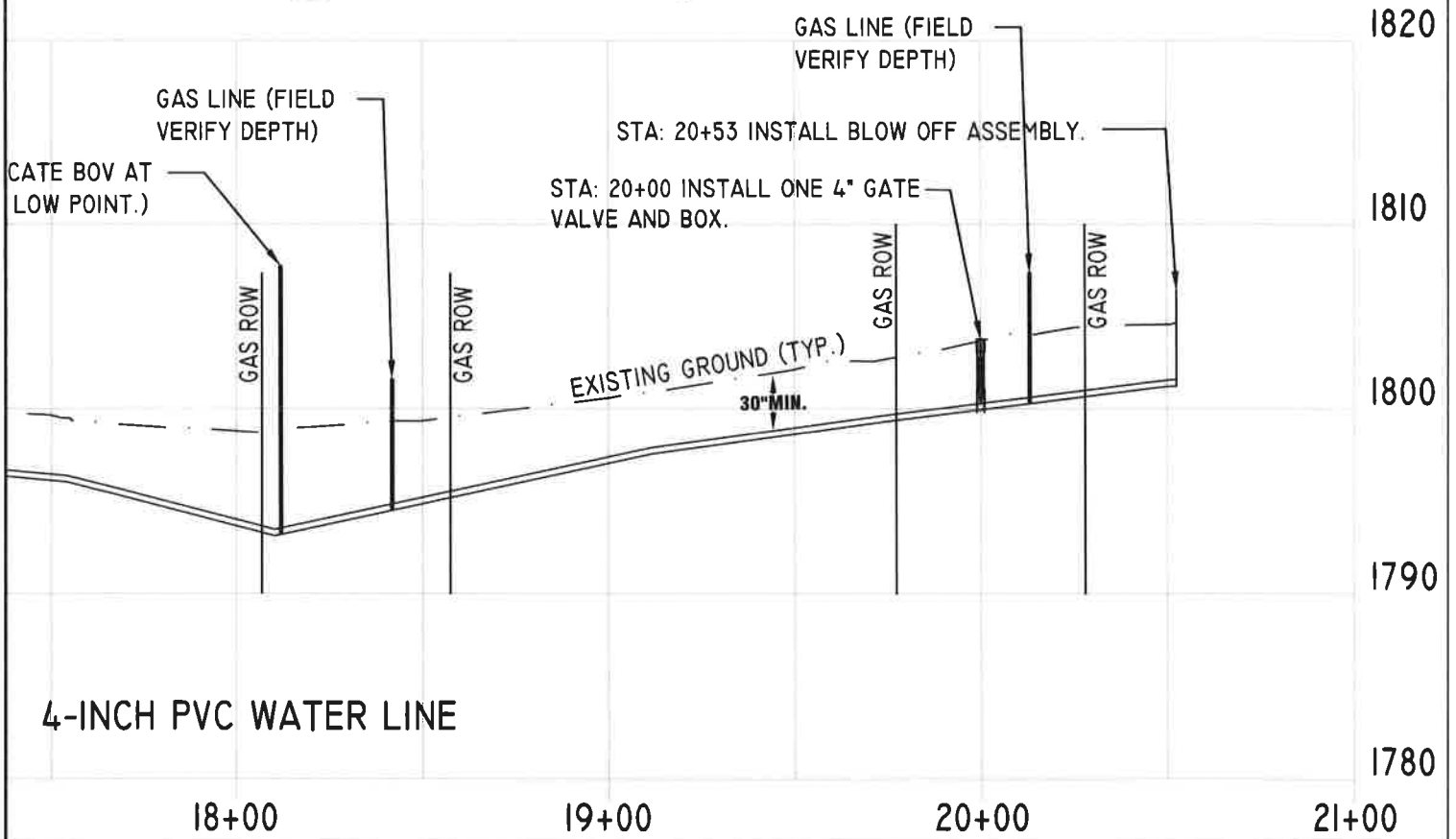
WASHINGTON COUNTY WATER PROJECT GAS CROSSING #2

1"=50'H. 10'V.

Item XII.1.



LINK ROAD WATERLINE PROFILE



4-INCH PVC WATER LINE

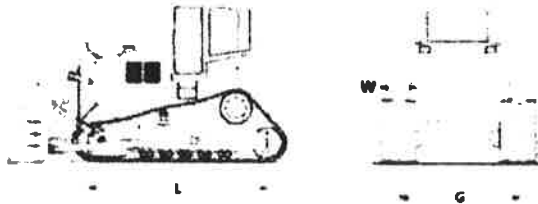


WASHINGTON COUNTY WATER PROJECT GAS CROSSING #3 & #4

1"=50'H. 10'V.

Item XII.1.

Vehicle Equipment Form



Manufacturer: **John Deere** Model: **85 G**

Equipment description: **Mid size excavator, Yellow cab, Grey Boom**

Fully loaded gross vehicle weight: **19,244 lbs** kg lbs

Track Shoe Width (see W in figure): **18** mm in.

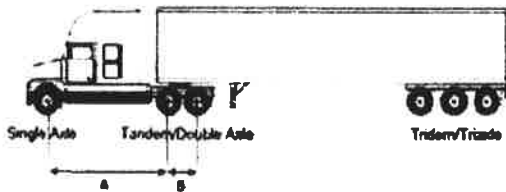
Track Length on Ground (see L in figure): **7 ft 6 in** mm in.

Track Gauge on Center (see G in figure): **5 ft 9 in** m ft

Select the table and click on the + to add a table →

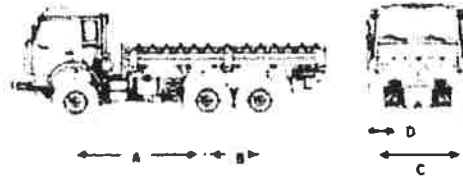
Vehicle Equipment Form

Road Legal Requirements



Complete the following table for the heaviest axle load per grouping that is road legal.

Non-Road Legal Requirements



Complete the following table for each vehicle that is not road legal.

Manufacturer: **John Deere** Model: **444 P**
 Equipment description: **Wheeled Loader, yellow Body, grey Drum, yellow Bucket**
 Fully loaded gross vehicle weight: **25,814** kg lbs

Axle Grouping	Max. Loaded Weight PER Axle	Number of Tires PER Axle	Individual Tire Width (see D above)	Tire Pressure	Distance between Tire Set Centerlines (see C above)	Centerline Distance to Previous Axle (see A and B above)
Steering	<input type="checkbox"/> kg <input type="checkbox"/> lbs		<input type="checkbox"/> mm <input type="checkbox"/> in		<input type="checkbox"/> mm <input type="checkbox"/> in	<input type="checkbox"/> mm <input type="checkbox"/> in
2nd	<input type="checkbox"/> kg <input type="checkbox"/> lbs		<input type="checkbox"/> mm <input type="checkbox"/> in		<input type="checkbox"/> mm <input type="checkbox"/> in	<input type="checkbox"/> mm <input type="checkbox"/> in
3rd	<input type="checkbox"/> kg <input type="checkbox"/> lbs		<input type="checkbox"/> mm <input type="checkbox"/> in		<input type="checkbox"/> mm <input type="checkbox"/> in	<input type="checkbox"/> mm <input type="checkbox"/> in
4th	<input type="checkbox"/> kg <input type="checkbox"/> lbs		<input type="checkbox"/> mm <input type="checkbox"/> in		<input type="checkbox"/> mm <input type="checkbox"/> in	<input type="checkbox"/> mm <input type="checkbox"/> in
5th	<input type="checkbox"/> kg <input type="checkbox"/> lbs		<input type="checkbox"/> mm <input type="checkbox"/> in		<input type="checkbox"/> mm <input type="checkbox"/> in	<input type="checkbox"/> mm <input type="checkbox"/> in
6th	<input type="checkbox"/> kg <input type="checkbox"/> lbs		<input type="checkbox"/> mm <input type="checkbox"/> in		<input type="checkbox"/> mm <input type="checkbox"/> in	<input type="checkbox"/> mm <input type="checkbox"/> in
7th	<input type="checkbox"/> kg <input type="checkbox"/> lbs		<input type="checkbox"/> mm <input type="checkbox"/> in		<input type="checkbox"/> mm <input type="checkbox"/> in	<input type="checkbox"/> mm <input type="checkbox"/> in
Total Axle Weight						

Select the table and click on the + to add a table →

**ADDENDUM TO ENBRIDGE
CROSSING AND ENCROACHMENT CONSENT**

This Addendum (herein "Addendum") amends the Enbridge Crossing and Encroachment Consent as well as all attachments, exhibits, any physical or virtual documents or writings, referenced therein, (all of which are herein "Agreement") between Enbridge its general partners, affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee (herein "City"). In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:


1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provisions of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.
3. **Insurance Coverage.** City is self-insured under Tennessee law for Workers' Compensation and which covers all City's employees. City retains its right provided under Tennessee law, currently Tennessee Code Annotated § 50-6-106(6), to withdraw from coverage under the Workers' Compensation Law, either in whole or by departments or divisions. City is self-insured through Public Entity Partners, formerly known as the Tennessee Municipal League Risk Management Pool, to the extent of the limits contained in the Tennessee Governmental Tort Liability Act. (Tenn. Code Ann. § 29-20-101, et. seq.) City will provide a certificate of insurance showing such coverage.
4. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Vendor other than in connection with any events promoted through or for which tickets are sold through Vendor's services. Additionally, City does not waive any and all moral right to the use of the name submitted to Vendor.
5. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. This shall include the statute of limitations which govern the commencement of any cause of action.
6. **City's Refusal to Arbitrate, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreement to the contrary, any dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Kingsport, Sullivan County, 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. Mandatory and exclusive venue and jurisdiction for any claims shall be in the state court located in Kingsport, Sullivan County, Tennessee or the Federal court for the Eastern District of Tennessee and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

7. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
8. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement as well as any financial obligation imposed thereby is based upon the availability of public funding under its authority.
9. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request.
10. **Binding Effect.** This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the board of mayor and aldermen of City can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.
11. **No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable, there is any default or breach by City, for any amount which may become due and the Agreement, or on any obligations under the terms of the Agreement.
12. **Parties to Receive Notice:** In addition to any individual named within the Agreement any notices contemplated by the agreement directed to City shall be sent via certified mail, return receipt requested and addressed to:

City Manager City of Kingsport 415 Broad Street Kingsport, TN 37660	Office of the City Attorney City of Kingsport 415 Broad Street Kingsport, Tennessee 37660
------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------
13. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates and charges.
14. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
15. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
16. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
17. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

Enbridge

City of Kingsport, Tennessee



Signature

Patrick W. Shull, Mayor

12/4/2023

Date

Date

Stephanie Guerrero

Printed Name

Attest:

Area Manager

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Approve Addendum 10 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-386-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the resolution.

Executive Summary:
On January 21, 2020 the BMA adopted Resolution No. 2020-118, which approved an agreement with ESS South Central, LLC, (f/k/a ESS Southeast, LLC), for substitute staffing services for Kingsport City Schools. ESS South Central, LLC specializes in providing qualified staff for positions such as substitute teachers and other school support staff for daily, long-term and permanent assignments.

The administration recommends approving Addendum 10 which changes the pay structure of the Early Childhood Learning Center positions from an hourly rate to a daily rate.

Funding for this service comes from General Purpose School Fund.

Attachments:
Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on January 21, 2020, the board adopted Resolution No. 2020-118, authorizing the mayor to sign a staffing services agreement with ESS South Central, LLC (f/k/a ESS Southeast, LLC) for substitute staffing services for the Kingsport City Schools; and

WHEREAS, over the course of the agreement with ESS South Central LLC there have been numerous addendums to the original agreement which addressed changes to the staffing services provided and extends the agreement; and

WHEREAS, Kingsport City Schools and ESS desire to amend the agreement once again in order to change the pay structure of the Early Childhood Learning Center ESS employees from an hourly rate to a daily rate; and

WHEREAS, the cost for this additional substitute classification will be paid with funds in General Purpose School Fund.

Now therefore,

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

SECTION I. That Addendum 10 to the agreement with ESS South Central, LLC, is approved and all prior addendums are hereby ratified.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with ESS South Central, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

ADDENDUM 10

This is an Addendum to the Agreement between the **Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS South Central, LLC** (the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective December 4, 2023 the following positions and rates are added in Exhibit A:

Position	Pay Rate	Bill Rate
ECLC (Early Childhood) Teacher - Full Day	\$85.00	\$108.38
ECLC (Early Childhood) Assistant - Full Day	\$85.00	\$108.38
ECLC (Early Childhood) Teacher - Half Day	\$42.50	\$54.19
ECLC (Early Childhood) Assistant - Half Day	\$42.50	\$54.19
ECLC (Early Childhood) Teacher positions 6 hr shift	\$75.00	\$95.63

ECLC (Early Childhood) Assistant positions 6 hr shift \$75.00 \$95.63

2. Except as specifically and explicitly set forth herein, all other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

{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 amendment 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 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ADDENDUM 10

This is an Addendum to the Agreement between the **Kingsport City Schools** (hereinafter referred to as “LEA” for Local Education Agency) and **ESS South Central, LLC** (the “Company”) for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective December 4, 2023 the following positions and rates are added in Exhibit A:

Position	Pay Rate	Bill Rate
ECLC (Early Childhood) Teacher - Full Day	\$85.00	\$108.38
ECLC (Early Childhood) Assistant - Full Day	\$85.00	\$108.38
ECLC (Early Childhood) Teacher - Half Day	\$42.50	\$54.19
ECLC (Early Childhood) Assistant - Half Day	\$42.50	\$54.19
ECLC (Early Childhood) Teacher positions 6 hr shift	\$75.00	\$95.63
ECLC (Early Childhood) Assistant positions 6 hr shift	\$75.00	\$95.63

2. Except as specifically and explicitly set forth herein, all other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Kingsport City Schools

By _____
Signature

Name and Title

Date _____

ESS South Central, LLC

By _____
Steve Gritzuk, Chief Operating Officer

Date _____



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor’s Signature on the Certification of Local Official that the Public Housing Authority Plans are Consistent with the Consolidated Plan Document.

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

Action Form No.: AF-374-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:
Approve the Resolution.

Executive Summary:
The Mayor’s Signature is required on the Certification by State & Local Official of PHA Consistency Plan. This form is created and required by the US Department of Housing and Urban Development. The purpose of this form is to ensure at the Kingsport Housing and Redevelopment Authority’s 5-year plan is consistent with City of Kingsport’s Consolidated Plan as it relates to the Community Development Block Grant Program.

Both, the City of Kingsport and Kingsport Housing and Redevelopment Authority are committed to providing for the development of decent housing, the development of suitable living environments, the expansion of economic opportunities, as well as transforming and empowering our communities to help Tennesseans build communities of opportunity.

- Attachments:**
1. Resolution
 2. Certification by State or Local Official of PHA Plans Consistency w/ the Consolidated Plan
 3. Goals & Objectives
 4. Progress Report
 5. KHRA Audit

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATION BY STATE OR LOCAL OFFICIAL OF THE PUBLIC HOUSING AUTHORITY PLANS CONSISTENCY WITH THE CONSOLIDATED PLAN DOCUMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Certification by State and Local Official of the Public Housing Authority Plans Consistency with the Consolidated Plan is a form created and required by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, this certification is to ensure that the Kingsport Housing and Redevelopment Authority's 5-year plan is consistent with the City of Kingsport's Consolidated Plan as it relates to the Community Development Block Grant Program; and

WHEREAS, the certification is due by January 17, 2024, and requires the mayor's signature.

Now therefore,

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

SECTION I. That the Certification by State and Local Official of the Public Housing Authority Plans Consistency with the Consolidated Plan is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to provide the Certification by State and Local Official of the Public Housing Authority Consistency Plan.

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

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

ADOPTED this the 19th of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Rodney B. Rowlett III, CITY ATTORNEY

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Patrick W. Shull, the Mayor of Kingsport
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years 2021-2025 and/or Annual PHA Plan for fiscal year 2024-2025 of the Kingsport Housing & Redevelopment Authority is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Kingsport

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The State of Tennessee Consolidated Plan key goals provide for the development of decent housing, the development of suitable living environments, the expansion of economic opportunities, and the improvement of the effectiveness of programs. This is consistent with KHRA's mission to transform and empower our communities and help Tennesseans build communities of opportunity.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:

Patrick W. Shull

Title:

Mayor of Kingsport

Signature:

Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
------------------------------------------------------------	-------------------------------------------------------------------------------------------------	-------------------------------------------------

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																																			
A.1	<p> PHA Name: <u>Kingsport Housing & Redevelopment Authority</u> PHA Code: <u>TN006</u> PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>04/2024</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>1761</u> (with up to 50 additional pending enhanced vouchers) PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission </p> <p> Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. </p> <p> <u>The PHA Plan is available at the Kingsport Housing & Redevelopment Authority Administrative Office at 906 E Sevier Ave. Kingsport, Tennessee 37660. The Authority's hours of operation are Monday through Friday 8:00 am to 4:00 pm. The plan is also posted to the KHRA website upon HUD approval.</u> </p> <p> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below) </p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Participating PHAs</th> <th style="width: 10%;">PHA Code</th> <th style="width: 25%;">Program(s) in the Consortia</th> <th style="width: 25%;">Program(s) not in the Consortia</th> <th style="width: 15%;">No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																																
Lead HA:																																				

B.	Plan Elements.				
B.1	<p>Revision of Existing PHA Plan Elements.</p> <p>a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p> <p>The revisions of the existing PHA plan elements are attached as Exhibit B.1.b Eligibility Selection Admissions and Exhibit B.1.b Rent Determination.</p>				
B.2	New Activities. – Not Applicable				
B.3	<p>Progress Report.</p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>The PHA has maintained its focus to transform and empower our community. KHRA is working toward obtaining High Performer Status. Please see attached exhibit B.3 for more information.</p>				
B.4	Capital Improvements. – Not Applicable				
B.5	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p> <p>A narrative explaining the finding from the most recent audit and the 3/31/23 KHRA Audit are attached as Exhibit B.5 KHRA Audit Narrative, and the full audit is attached as Exhibit B.5 KHRA Audit Report</p>				
C.	Other Document and/or Certification Requirements.				
C.1	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>				
C.2	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>				

C.3	<p>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.4	<p>Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p style="margin-left: 40px;">Y N</p> <p style="margin-left: 40px;"><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>

D. Affirmatively Furthering Fair Housing (AFFH).

D.1	<p>Affirmatively Furthering Fair Housing (AFFH).</p> <p>Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Fair Housing Goal: Nondiscrimination</p> <p><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></p> <p>The PHA implements policies and procedures within the KHRA Admin plan to affirmatively further fair housing. Chapter 2 of the KHRA Admin plan details these goals and policies. Full PHA Policy attached as Exhibit D.1 Part 1 – Nondiscrimination.</p> <p>The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)</p> <p>Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.</p> <p>The PHA will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12; Executive Order 13988].</p> <p><u>PHA Policy</u></p> <p>The PHA does not identify any additional protected classes.</p> <p>The PHA will not use any of these factors to:</p> <ul style="list-style-type: none"> • Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program • Provide housing that is different from that provided to others • Subject anyone to segregation or disparate treatment • Subject anyone to sexual harassment • Restrict anyone's access to any benefit enjoyed by others in connection with the housing program • Treat a person differently in determining eligibility or other requirements for admission • Steer an applicant or participant toward or away from a particular area based any of these factors • Deny anyone access to the same level of services • Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program • Discriminate in the provision of residential real estate transactions • Discriminate against someone because they are related to or associated with a member of a protected class • Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class <p>The PHA provides civil rights information to families and owners through briefings:</p> <ul style="list-style-type: none"> • All briefing packets contain Fair Housing brochures complete with descriptions, resources, contact information for legal aid, etc. </div>
-----	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- The PHA has a written policy regarding discrimination complaints and procedures
 - The PHA provides written documentation in all briefing packets detailing how to file grievance procedures for tenants and landlords.

Fair Housing Goal: Provide Persons with Disabilities Equal Opportunity

Describe fair housing strategies and actions to achieve the goal

The PHA ensures that persons with disabilities have full access to the PHA’s programs and services and continues through every aspect of the program. Full PHA Policy attached as Exhibit D.1 Part 2 – Policies Related to Persons with Disabilities.

PHA Policy

The PHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

A specific name and phone number of designated staff will be provided to process requests for accommodation.

The PHA will display posters and other housing information and signage in locations throughout the PHA’s office in such a manner as to be easily readable from a wheelchair.

- The KHRA Admin plan details the process by which an applicant or participants may request a reasonable accommodation.
 - The PHA will encourage the family to make its request in writing using a reasonable accommodation request form.
 - However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.
 - Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family’s access to the PHA’s programs and services.
 - When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person’s disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts
 - After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days
 - The PHA provides TTD/TTY communication to meet the needs of persons with hearing impairments
 - The PHA provides physical accessibility per Section 504 requirements, in accordance with Notice PIH- 2010-26, the Americans with Disabilities Act, The Architectural Barriers Act, and the Fair Housing Act.

Fair Housing Goal: Improve Access for Persons with Limited English Proficiency (LEP)

Describe fair housing strategies and actions to achieve the goal

The PHA takes affirmative steps to communicate with people who need services or information in a language other than English by offering competent interpretation services free of charge, upon request, to the LEP person. Full PHA Policy is attached as Exhibit D.1 Part 3 -Improving Access to Services for Persons with LEP.

PHA Policy

The PHA will utilize a language line for telephone interpreter services.

When exercising the option to conduct remote briefings, informal reviews, or hearings, however, the PHA will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The PHA, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, the PHA will not rely on the minor to serve as the interpreter.

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

- If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.
- If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's Housing Choice Voucher program and services.
- The PHA employs one full-time bilingual (Spanish and English) employee who can provide oral translation services
- The PHA utilizes area translation services such as Tri-Cities Bilingual in the event that the on-staff person is unavailable.
- The PHA will consider alternative ways to articulate, in a reasonable manner, a plan for providing meaningful access to any LEP clients it serves.

Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section. (24 CFR §903.11(c)(3))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

Rent Determination. A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

Operation and Management. A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).

Informal Review and Hearing Procedures. A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

Homeownership Programs. A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).

Substantial Deviation. PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

Significant Amendment/Modification. PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan.

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

- B.2 New Activities.** This section refers to new capital activities which is not applicable for HCV-Only PHAs.
- B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.4 Capital Improvements.** This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs
- B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

- C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).
- C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Exhibit B.1.b Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.

KHRA establishes a system of local preferences for selection of families admitted to the program. KHRA selection preferences are described in the KHRA Administrative Plan. KHRA is in the process of amending the local preference system having removed the Residency and Elderly/Disabled/Veteran preferences in the 2023 plan year. KHRA has asked for the approval of the Board to update the Substandard/Homeless preference definition from HUD's definition of literally homeless to the McKinney-Vento Homeless Assistance Act definition per 42 U.S.C. 11302. KHRA increased efforts to serve homeless families by awarding higher points in the local preferences to Substandard/Homeless families with dependent children. The Board of Commissioners approved the posting of the preferences update with the following resolution:

Resolution 2023-92 Admin Plan Changes – Local Preferences and Verification

Motion: Commissioner Perdue moved (seconded by Rodolphe) to approve the posting of changes to the KHRA Admin Plan for the required public comment period regarding local preferences, Section 4-III.C. Selection Method and Section and 7-II.H. Verification of Preference Status.
Motion carried – unanimous.

Rescission to be implemented January 2024:

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA will use the following local preferences:

1. The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding.
2. The PHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, or stalking who have either been referred by a partnering service agency or consortia or is seeking an emergency transfer under VAWA from the PHA's public housing program or other covered housing program operated by the PHA.

The PHA will work with the following partnering service agencies:

Branch House
CHIPS
Shepherd's Inn
Safe Passage
Safe House, Inc.
Johnson Co. Safe Haven

The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval.

The PHA will first assist families that have been terminated from the HCV program due to insufficient funding and then assist families that qualify for the VAWA preference.

The KHRA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list.

KHRA will select families from the waiting list based on the preference criteria shown below. In descending order, each preference criteria shall carry more weight than the cumulative total weight of all criteria below it on the list. All applicants are selected based on weighted preference along with date and time applied. Verification of preferences are defined in Section 7-II.H of this Plan. If there are no weighted preferences to select from then KHRA will select by date and time of completed application.

The PHA uses the following local preference system:

1. **Involuntarily displaced families (ref. 4-III.G): (20 points)**
Families who have been involuntarily displaced because of an act(s) of God/natural disaster/fire, flood, tornado etc., which occurred no more than six (6) months from the date of certification, and have not secured permanent replacement housing. These applicants will be required to provide the proper documentation to KHRA in order to qualify for this preference.
2. **Victims of domestic violence: (20points)**
The KHRA will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past 6 months. The KHRA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in situation where they are being subjected to victimize by violence in the home.
3. **Substandard/Homeless Preference: (10 points) **15 points for substandard/homeless families with dependent children****
 - a. Preference available to applicants who, at time of application, meet the individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302). KHRA will require documentation of homeless status in order to apply this preference to the applicant's case.

- b. Are currently residing in a sub-standard housing such as housing that lacks functioning plumbing, heating or electrical systems, and/or which is structurally unsound to the extent that the housing envelope does not adequately prevent incursion by precipitation, or is in imminent danger of collapse.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined placement on the waiting list.

PHA Policy

The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. The PHA will verify this preference using the PHA's termination records.

The PHA also offers preferences for:

- i) involuntary displacement: the PHA will verify this preference through written verification from the displacing agency of government or by a service agency such as the Red Cross.
- ii) victims of domestic violence, dating violence, sexual assault, or stalking, as described in Section 4-III.C. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-IX.D.
- iii) homelessness/substandard housing: the PHA will verify this preference through a referral from certified social service, mental health, and local/state educational agencies as well organizations recognized by the CoC as part of the CoC inventory.

Current Admin Plan:

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA will use the following local preferences:



3. The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding.
4. The PHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, or stalking who have either been referred by a partnering service agency or consortia or is seeking an emergency transfer under VAWA from the PHA's public housing program or other covered housing program operated by the PHA.

The PHA will work with the following partnering service agencies:

[Insert name of agencies]

The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval.

The PHA will first assist families that have been terminated from the HCV program due to insufficient funding and then assist families that qualify for the VAWA preference.

The KHRA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list.

KHRA will select families from the waiting list based on the preference criteria shown below. In descending order, each preference criteria shall carry more weight than the cumulative total weight of all criteria below it on the list. All applicants are selected based on weighted preference along with date and time applied. If there are no weighted preferences to select from then KHRA will select by date and time of completed application.

The PHA uses the following local preference system:

4. **Involuntarily displaced families (ref. 4-III.G): (20 points)**
Families who have been involuntarily displaced because of an act(s) of God/natural disaster/fire, flood, tornado etc., which occurred no more than six (6) months from the date of certification, and have not secured permanent replacement housing. These applicants will be required to provide the proper documentation to KHRA in order to qualify for this preference.
5. **Victims of domestic violence: (20points)**
The KHRA will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past 6 months. The KHRA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in situation where they are being subjected to victimize by violence in the home.
6. **Substandard/Homeless Preference (10 points)**
 - c. **Preference available to applicants who, at time of application, meet the Housing and Urban Development (HUD) definition of literally homeless. KHRA will require documentation of homeless status in order to apply this preference to the applicant's case.**



- d. Are currently residing in a sub-standard housing such as housing that lacks functioning plumbing, heating or electrical systems, and/or which is structurally unsound to the extent that the housing envelope does not adequately prevent incursion by precipitation, or is in imminent danger of collapse.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined placement on the waiting list.

PHA Policy

The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. The PHA will verify this preference using the PHA's termination records.

The PHA also offers a preference for victims of domestic violence, dating violence, sexual assault, or stalking, as described in Section 4-III.C. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-IX.D.





Exhibit B.1.b Rent Determination

The Agency Plan Handbook specifies that PHAs can set the Section 8 voucher payment standard (or maximum subsidy level) at a level from 90% to 110% of the Fair Market Rent. Kingsport Housing & Redevelopment Authority, with HUD guidance, made the discretionary choice to increase the Voucher Payment Standard to 120% of Fair Market Rent to better accommodate the inflating rental prices posed by the rental stock shortage within this region.

KHRA is eligible for the Streamlined Waiver Process to assist the PHA in managing the ongoing challenges related to rental market fluctuations. KHRA is in the process of requesting the streamlined waiver process in reference to HUD notice PIH 2023-29 for the following:

The proposed duration we are requesting is through 12/31/2024.

1. KHRA is requesting a waiver to regulation 982.503(b) to increase our voucher payment standard to 120% of the Fair Market Rent.
2. KHRA is requesting a waiver to regulation 982.503(b)(1)(iii) to increase the SAFMR to 120% of the Fair Market Rent.

The KHRA Board of Commissioners voted to approve the Voucher Payment Standard to 120% of Fair Market Value in the previous plan year with the below resolution:

Resolution 2022-47 120% FMR

Motion: Commissioner Calvert moved (seconded by Rodolphe) to approve and implement the new voucher payment standard at 120% of fair market rent as advised by HUD. Motion carried – unanimous.

The KHRA Board of Commissioners voted to approve the use of Small Area Fair Market Rents per HUD guidance with the below resolution:

Resolution 2023-39 Small Area FMR

Motion: Commissioner Jennings moved (seconded by Calvert) to approve the update to utilize Small Area FMRs. Motion carried - unanimous.



Exhibit B.3 KHRA Progress Report

This includes a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

1.) Performance Excellence:

KHRA is working toward achieving High Performer Status. Currently the PHA is rated as a Standard Performer. KHRA has implemented personnel changes to abate the unawarded points from previous SEMAP submissions. KHRA dissolved its business partnership with Landmark Inspection Services, LLC and hired an in-house inspector. KHRA hopes to improve scoring in the following performance indicator:

- INDICATOR 12 Annual HQS Inspections (24 CFR 982.405(a))

Performance Indicator 12 is worth 10 points which would bring KHRA's overall performance rating within range of High Performer

2.) Employee Organizational Update

The Authority continually employs hiring methods and selection recommendations to be made objectively with absolute impartiality, absent of bias, and in accordance with the principles of equal opportunity.

3.) Safety and Security

The Authority continues to work cooperatively with Kingsport Police Department, Kingsport Fire Department, and Tennessee Highway Patrol to ensure Disaster Preparedness and provide a safe and healthy environment for residents and employees. KHRA participates annually in TOSHA Public Sector inspections. KHRA works cooperatively with the designated Occupational Safety Specialist to abate any safety violations and create a safe environment in which employees work.

Additional security measures were implemented in 2022 and 2023 with the purchase of Verkada security cameras. A total of 214 Verkada security cameras were placed across seven of KHRA's sites as well as the administrative building to increase safety measures for residents and staff. An MOU was drafted and implemented by KHRA staff in cooperation with City of Kingsport and the Kingsport Police Department. The MOU allows for the sharing of live feed and footage to maintain the safety and security on KHRA property and the general welfare by sharing information, sharing and enforcing a no-trespass list, and other aid. The MOU sets forth the terms by which the City may use this access, and the agreement was entered into in May 2023.

4.) Fair Housing

KHRA has provided Fair Housing and Anti-Harassment trainings on an annual basis to ensure compliance and in accordance with governing law. The training for 2023 was provided by Wilson Worley on March 29, 2023 for all staff.

5.) Supportive Services

KHRA has sought and marketed positions that include Title 3 hires and VISTA AmeriCorps positions. The supportive services offered through KHRA including FSS, HOPWA, CoC, etc. have grown and now include additional supportive services in the form of the Financial Opportunity Center and the Digital Navigator Services. Increased efforts to end homelessness were secured with multiple ESG awards layered with CDBG funds to create and hire two additional staff positions for Street Outreach Coordinators. Additionally, GKAD leveraged these funds to operate a homeless shelter at the Green Valley Manor site in Kingsport, TN for up to six units during the height of the Covid-19 pandemic.

6.) Leveraging Additional Funding

KHRA secured various forms of financing beginning in 2018 to complete the RAD conversion of 381 total units with funding from State and Federal Housing Trust Fund programs and 4% tax credits with an allocation for project-based vouchers. RAD Completion Certification for Robert E. Lee Homes/Dogwood Terrace/Holly Hills, TN006000001B was accepted on June 15, 2023. In prior plan years, KHRA secured grant funding from TDMHSAS in the form of the Creating Affordable Housing (CAH) grant and THDA's Creating Homes Initiative-2 (CHI-2) grants to rehab/build additional affordable housing for tenants who are suffering from mental illness and recovering from opioid/opioid derivative addiction. Ongoing, KHRA has been awarded the National Housing Trust Fund (NHTF) 2022 grant to begin construction on 12 one-bedroom units where all units will be set aside for extremely low-income individuals whose income does not exceed 30% of the area median income, to be reserved as housing for the elderly, which means individuals sixty-two (62) years of age or older.

KHRA's nonprofit arm has continued to experience enormous success in securing new grant funding. Gap funding in the amount of \$205,000 was secured from THDA allowing the new construction build of the previously-awarded, \$500,000, CHI-2, sober living, group home to achieve zero debt service. \$545,000 was awarded from THDA for a first-time, HOME-ARP Supportive Services Grant. GKAD was awarded \$300,000 from THDA for Eviction Prevention under the ERA-EPP 2023 program. Additionally, grants in the amounts of \$99,000 and \$178,000 from Tennessee Department of Mental Health and Substance Abuse Services for the rehabilitation of blighted housing to serve clients with a mental health and/or cooccurring substance abuse diagnoses were awarded. \$10,100 and \$7,400 for CDBG activities from the City of Kingsport were also awarded to GKAD, and many of these grants were written to substantially rehabilitate blighted housing serving low-income members of our community, cover existing administrative costs, and create new positions within the Authority.



Exhibit B.5 KHRA Audit Narrative

Schedule of Findings and Questioned Costs For the Year Ended March 31, 2023:

Finding 2023-001: HUD Field Office Compliance Report

Criteria: In accordance with Government Auditing Standards (GAS) finding from other government audits must be reported in the auditors' report when the audit is conducted under GAS.

Condition: Nashville, TN field office performed an onsite monitoring on May 15, 2023, and noted noncompliance with HUD policies and procedures resulting in a compliance report from the field office.

Context: HUD field office reviewed all internal policies, procurement process, financial policies, administrative plan and HCV program activity.

Cause: Most policy noncompliance was due to outdated policies not updated for new HUD guidance.

Effect: Housing Authority must complete a Corrective Action Plan and submit the plan to the field office.

Recommendations: Smith Marion auditors recommend the Housing Authority complete the CAP and submit the CAP to the field office.

Full Audit is attached as "Exhibit B.5 KHRA Audit Report"





KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

Financial Statements & Independent Auditors' Report

For the Year Ended March 31, 2023



smithmarion

Kingsport Housing and Redevelopment Authority

Table of Contents
For the Year Ended March 31, 2023

	<u>Page</u>
FINANCIAL INFORMATION	
Independent Auditors' Report	1
Management's Discussion and Analysis	i
Basic Financial Statements:	
Statement of Net Position	4
Statement of Revenues, Expenses and Changes in Net Position	5
Statement of Cash Flows	6
Notes to Financial Statements	7
SUPPLEMENTARY INFORMATION	
Schedule of Expenditures of Federal Awards	20
Notes to Schedule of Expenditures of Federal Awards	20
Statement and Certification of Actual Costs	21
Combining Statement – Business Activities	22
Combining Statement – Discretely Presented Component Unit	27
NON-FINANCIAL INFORMATION	
Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	30
Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with <i>Uniform Guidance</i>	32
Schedule of Findings and Questioned Costs	35
Summary Schedule of Prior Year Findings and Questions Costs	37
Management's Corrective Action Plan	38

- t: (615) 309-8959
- f: (909) 825-9900
- 4068 rural plains circle #180
- franklin, tn 37064



Board of Commissioners
Kingsport Housing and Redevelopment Authority
Kingsport, TN

Independent Auditors' Report

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the business-type activities, and the aggregate discretely presented component units of Kingsport Housing and Redevelopment Authority, as of and for the year ended March 31, 2023, and the related notes to financial statements, which collectively comprise Kingsport Housing and Redevelopment Authority's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the business-type activities, and the aggregate discretely presented component units of Kingsport Housing and Redevelopment Authority, as of March 31, 2023, and the respective changes in financial position and, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the discretely presented component units (Myrtle St Management L.L.C.), which represent 87 percent, 80 percent, and 92 percent, respectively, of the assets, net position, and revenues of the discretely presented component units. Those financial statements were audited by other auditors whose report has been furnished to us, and in our opinion, insofar as it relates to the amounts included for Kingsport Housing and Redevelopment Authority, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Kingsport Housing and Redevelopment Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions. The financial statements of the aggregate discretely presented component units were not audited in accordance with *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Kingsport Housing and Redevelopment Authority's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Kingsport Housing and Redevelopment Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Kingsport Housing and Redevelopment Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Kingsport Housing and Redevelopment Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *Management's Discussion and Analysis* on pages i-vii be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Kingsport Housing and Redevelopment Authority's basic financial statements. The Schedule of Expenditures of Federal Awards and the schedules list on the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards and the schedules list on the table of contents information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and the schedules list on the table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 28, 2023, on our consideration of Kingsport Housing and Redevelopment Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Kingsport Housing and Redevelopment Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Kingsport Housing and Redevelopment Authority's internal control over financial reporting and compliance.

September 28, 2023

KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

MANAGEMENT DISCUSSION & ANALYSIS

FISCAL YEAR ENDED MARCH 31, 2023

This section of the Authority's annual financial report presents management's analysis of the Authority's financial performance during the Fiscal Year Ended March 31, 2023.

FINANCIAL HIGHLIGHTS AND CONCLUSIONS:

The Kingsport Housing & Redevelopment Authority has made the transition to the Governmental Accounting Standards Board Statement No. 34 (GASB 34) in prior periods which require this executive narrative. The financial statements for 2023 have been reviewed by key management staff to assess the financial health of the Authority. The reader of this report should also understand that the interfund accounts, which balance between all funds, have been eliminated from the consolidated report and from this analysis. Financial highlights of this past year are as follows:

- During FY 2023, the Authority's grant funding decreased by \$842,771 or 7.28% from FY 2022.
- The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by \$22,470,149 (net position) as opposed to \$22,168,726 for the prior fiscal year, an increase of \$301,423 or 1.36%.
- The Authority's cash and investments balance decreased by \$1,679,364 as a result of investments and advances to tax credit properties during the year.
- Total revenues decreased by \$111,827 or 0.86%, while total expenses increased by \$323,191 or 2.62%.

REQUIRED FINANCIAL STATEMENTS:

The Financial Statements of the Authority report information using accounting methods similar to those used by private sector companies (Enterprise Fund).

The Statement of Net Position (Balance Sheet) includes all of the Authority's assets and liabilities and provides information about the amounts and investments in assets and the obligations to Authority creditors. It also provides a basis of assessing the liquidity and financial flexibility of the Authority. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial health of the Authority is improving or deteriorating.

The current year's revenues, expenses, and changes in net position are accounted for in the Statement of Revenues, Expenses, and Changes in Net Position. This statement measures the success of the Authority's operations over the past fiscal year.

The Statement of Cash Flows is to provide information about the Authority's cash receipts and disbursements during the reporting period. The statement reports net changes in cash resulting from operations, investing, and financing activities.

FINANCIAL ANALYSIS OF THE AUTHORITY:

One question frequently asked about an Authority's finances is "Did the Authority's operations and financial position improve or deteriorate over the previous fiscal year?" The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about the Authority's activities and are summarized in the following sections.

To begin our analysis, a summary of the Authority's Statement of Net Position is presented in Table I.

**Kingsport Housing & Redevelopment Authority
Comparative Statement of Net Position
Table I**

	<u>2023</u>	<u>2022</u>	<u>Total Change</u>	<u>% Change</u>
Current Assets	\$ 3,439,238	\$ 3,380,771	\$ 58,467	1.73%
Capital Assets	8,435,194	8,080,367	354,827	4.39%
Noncurrent Assets	<u>14,123,854</u>	<u>14,124,512</u>	<u>(658)</u>	0.00%
Total Assets	\$ <u>25,998,286</u>	\$ <u>25,585,650</u>	\$ <u>412,636</u>	1.61%
Current Liabilities	\$ 1,716,309	\$ 1,535,562	\$ 180,747	11.77%
Noncurrent Liabilities	<u>1,811,828</u>	<u>1,881,362</u>	<u>(69,534)</u>	-3.70%
Total Liabilities	<u>3,528,137</u>	<u>3,416,924</u>	<u>111,213</u>	3.25%
Net investment in capital assets	5,393,992	5,151,595	242,397	4.71%
Restricted	14,710,455	15,043,193	(332,738)	-2.21%
Unrestricted	<u>2,365,702</u>	<u>1,973,938</u>	<u>391,764</u>	19.85%
Total Net Position	<u>22,470,149</u>	<u>22,168,726</u>	<u>301,423</u>	1.36%
Total Liabilities & Net Position	\$ <u>25,998,286</u>	\$ <u>25,585,650</u>	\$ <u>412,636</u>	1.61%

Total assets increased by \$412,636 or 1.61%, total liabilities increased by \$111,213 or 3.25%, and the overall net position increased by \$301,423 or 1.36%.

Current Assets increased by \$58,467 or 1.73%. The primary increase was due to increased tenants accounts receivable of \$142,237 or 524.86% due to post-covid issues with residents not paying rent, and legal processes to evict. Additionally, there was a decrease in cash and investments of \$1,679,364 with a corresponding increase in miscellaneous receivables of \$1,601,042. This increase in receivables was interim financing to help fund development and tax credit properties. Capital Assets increased by \$354,827 or 4.39%, which was due to increases in land, buildings, and administrative furniture and equipment.

Current Liabilities increased by \$180,747 or 11.77%. This was due primarily to an increase in the current maturities of long-term debt of \$249,308. Noncurrent liabilities decreased by \$69,534 or 3.70% which is mainly due to decreases in the noncurrent portion of long-term debt of \$136,878.

While the Statement of Net Position shows the change in financial position, the Statement of Revenues, Expenses, and Changes in Net Position breaks down our revenues and expenses further. Table II, which follows, provides a comparative statement of these changes:

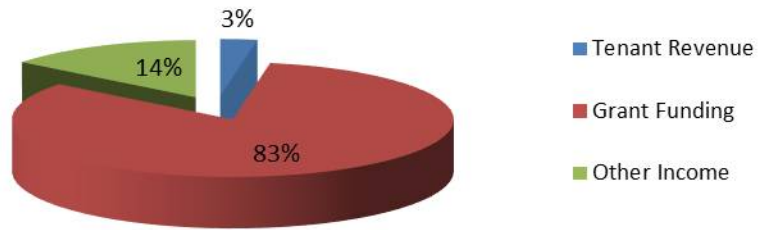
Kingsport Housing & Redevelopment Authority
Comparative Statement of Revenues, Expenses, and Changes in Net Position
Table II

	<u>2023</u>	<u>2022</u>	<u>Total Change</u>	<u>% Change</u>
Dwelling Rent, net	\$ 351,500	\$ 358,070	\$ (6,570)	-1.83%
Government Grants	10,734,547	11,577,318	(842,771)	-7.28%
Interest Income	368,704	4,052	364,652	8999.31%
Other Income	<u>1,503,272</u>	<u>1,130,410</u>	<u>372,862</u>	32.98%
Total Revenue	<u>12,958,023</u>	<u>13,069,850</u>	<u>(111,827)</u>	-0.86%
Administrative	1,946,602	2,133,286	(186,684)	-8.75%
Tenant Services	376,382	488,928	(112,546)	-23.02%
Utilities	162,594	129,276	33,318	25.77%
Maintenance	705,013	495,208	209,805	42.37%
Interest and Amortization	161,775	152,455	9,320	6.11%
General	753,875	110,693	643,182	581.05%
Housing Assistance Payments	8,353,314	8,645,437	(292,123)	-3.38%
Depreciation	<u>197,045</u>	<u>178,126</u>	<u>18,919</u>	10.62%
Total Expenses	<u>12,656,600</u>	<u>12,333,409</u>	<u>323,191</u>	2.62%
Changes in Net Position	301,423	736,441	(435,018)	-59.07%
Operating transfers	-	(193,700)	-	100.00%
Equity transfers	-	-	-	100.00%
Beginning Net Position	<u>22,168,726</u>	<u>21,625,985</u>	<u>542,741</u>	2.51%
Ending Net Position	<u>\$ 22,470,149</u>	<u>\$ 22,168,726</u>	<u>\$ 301,423</u>	1.36%

REVENUES:

In reviewing the Statement of Revenues, Expenses, and Changes in Net Position, you will find that 83% of the Authority's revenues are derived from grants from the Department of Housing and Urban Development and other government sources. The Authority received revenue from tenants for dwelling rental charges and miscellaneous charges comprising 3% of total revenue. Other Revenue including Interest from Investments, management fees and other income comprise the remaining 14%. Compared to the Fiscal Year Ended March 31, 2022, Total Revenues decreased by \$111,827 or 0.86%.

2023 Revenues



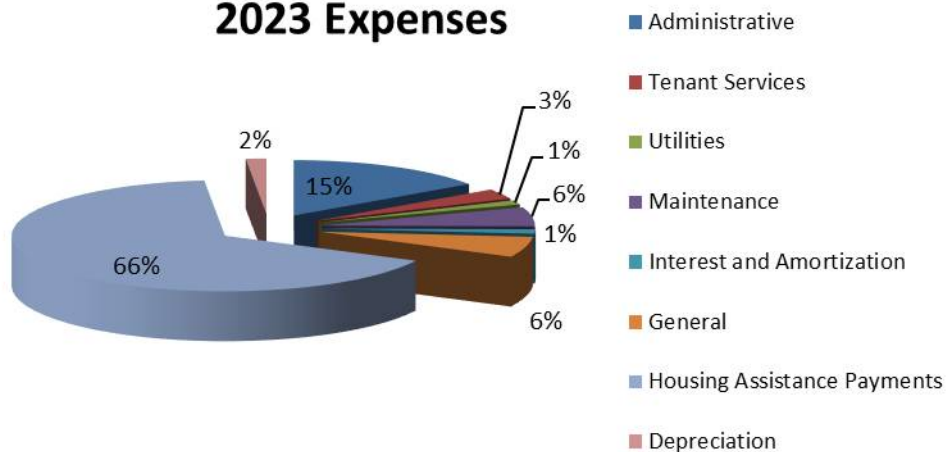
Tenant Revenue – Total tenant revenues, rents and other charges, less bad debt expense, decreased by \$6,570 or 1.83%.

Program Grants/Subsidies – The Authority had a decrease of \$842,771 or 7.28% in government grants, due to COVID-19 grant funds received of \$825,585 in the prior year with nothing received in the current year.

Interest and Other Income – Interest income increased during the year by \$364,652 due to advances or loans to the tax credit properties resulted in mortgage interest income. Other revenue also increased by \$372,862 mainly due to TIF funds during the year.

EXPENSES:

2023 Expenses



The Kingsport Housing and Redevelopment Authority experienced an increase in Total Expenses for the current year of \$323,191 or 2.62%. The highlights of the expenses for the current year were as follows:

Administrative – Administrative costs include all non-maintenance and non-resident service personnel costs (including benefits and accrued leave), legal costs, auditing costs, travel and training costs, and other administrative costs such as supplies, telephone expense, etc. Compared to 2022, administrative costs decreased by \$186,684 or 8.75%, mainly due to a transition from Public Housing to conversion to tax credit properties.

Tenant Services – Tenant services costs include all costs incurred by the Authority to provide social services to the residents. Tenant services costs decreased by \$112,546 or 23.02% due to renovations and transfer of public housing to tax credit properties.

Utilities – The total utilities expense for the Authority increased by \$33,318 or 25.77%.

Maintenance – Maintenance costs are all costs incurred by the Authority to maintain the Public Housing units available for occupancy, which are owned by the Authority, in a safe and sanitary manner. Costs include personnel costs, materials used to maintain the units, contracts for waste management, casualty losses, extraordinary maintenance, etc. Maintenance expenses increased by \$209,805 or 42.37% due to increased contract costs and materials. These expenses are expected to continue to increase in the coming year while we deal with record high inflation and supply chain issues.

General Expenses – General expenses include insurance costs (property, auto, liability, workers' compensation, public officials' liability, etc.), compensated absences, other general expenses, and PILOT. General expenses increased by \$643,182 due mainly to an increase in other general expense of \$629,657 which is due mainly due from the TIF fund expenditures during the year.

Interest and Amortization Expenses – Financial expenses include interest expense on notes payable and mortgages payable and bond amortization. During FY 2023, financial expense increased by \$9,320 or 6.11% due to additional debt acquired during the year.

Housing Assistance Program Payments – HAP payments consists of rental payments to owners of private property for which the housing authority has a HAP agreement with the tenant and the owner for the difference between the tenants rent and the applicable payment standard. During the year, the HAP expense decreased by \$292,123 or 3.38% due to decreased utilization.

Depreciation – Because the costs of all capitalized additions are spread over the estimated useful life of an asset, the estimated current year costs of capitalized items are recorded as depreciation. Depreciation expense for the current year increased by \$18,919 or 10.62%.

CAPITAL ASSETS:

A statement of capital asset activity is shown below for 2022 and 2023.

Kingsport Housing & Redevelopment Authority
Comparative Statement of Capital Assets
Table III

	<u>2023</u>		<u>2022</u>		<u>Total Change</u>	<u>% Change</u>
Land	\$ 5,795,406	\$	5,508,735	\$	286,671	5.20%
Buildings	4,986,199		4,870,960		115,239	2.37%
Equipment	384,769		355,732		29,037	8.16%
Construction in Progress	141,082		20,155		120,927	599.99%
Accumulated Depreciation	<u>(2,872,262)</u>		<u>(2,675,215)</u>		<u>(197,047)</u>	7.37%
Total Capital Assets	\$ <u>8,435,194</u>	\$	<u>8,080,367</u>	\$	<u>354,827</u>	4.39%

Balance at April 1, 2022	\$ 8,080,367
Capital Asset Purchases	551,872
Depreciation Expense	<u>(197,045)</u>
Balance at March 31, 2023	<u>\$ 8,435,194</u>

DEBT ADMINISTRATION:

As of March 31, 2023, the Kingsport Housing & Redevelopment Authority had \$3,041,202 of debt outstanding, an increase of \$112,430 or 3.84%. New debt of \$1,284,783 was acquired during the audit period with New Peoples Bank for property improvements and acquisition. The following is a summary in the changes of total debt obligations for the year ended March 31, 2023:

Balance at the beginning of the period	\$ 2,928,772
Debt issued	1,284,783
Principal payments	<u>(1,172,353)</u>
Balance at March 31, 2023	<u>\$ 3,041,202</u>

ECONOMIC FACTORS AND EVENTS AFFECTING OPERATIONS:

The current inflation rate in the United States is the highest it has been in over forty years. This is causing prices to skyrocket and is making it more expensive for the Housing Authority to operate and may make it more difficult for tenants to pay their rent. The inflation rate has decreased during the current year, and it has yet to be determined if governmental assistance will be increased in the next calendar year.

CONCLUSIONS:

Overall, the Kingsport Housing & Redevelopment Authority is making the transition to the new financial environment. Its management is committed to staying abreast of regulations and appropriations as well as maintaining an ongoing analysis of all budgets and expenses to ensure that the Authority continues to operate at the highest standards established by the Real Estate Assessment Center and the Department of Housing and Urban Development.

This financial report is designed to provide our residents, the citizens of Kingsport, TN, all federal and state regulatory bodies, and any creditors with a general overview of the Authority's finances. If you have any questions regarding these financial statements or supplemental information, you may write to the Kingsport Housing & Redevelopment Authority, Terry W. Cunningham, Executive Director, PO Box 44, Kingsport, TN 37662.

Kingsport Housing and Redevelopment Authority

Statement of Net Position

March 31, 2023

	Primary Government	Discretely Presented Component Units
ASSETS		
Current Assets		
Cash and cash equivalents		
Unrestricted	\$ 499,446	\$ 591,752
Restricted	806,239	4,150,924
Subtotal	1,305,685	4,742,676
Certificates of Deposit	200,000	-
Accounts receivable, net	1,854,660	544,497
Prepaid expenses	78,893	-
Notes and lease receivable current	-	-
Total Current Assets	3,439,238	5,287,173
Non-Current Assets		
Notes and leases receivable	14,117,440	-
Intangibles, net	6,414	234,305
Capital assets, net	8,435,194	44,536,969
Total Non-Current Assets	22,559,048	44,771,274
TOTAL ASSETS	25,998,286	50,058,447
 DEFERRED OUTFLOWS OF RESOURCES		
	-	-
 LIABILITIES		
Current Liabilities		
Accounts payable	111,084	924,483
Accrued liabilities	26,206	1,419,543
Deposits held in trust	19,186	90,730
Compensated absences current	22,292	-
Unearned revenue	18,224	28,114
Other liabilities current	28,949	-
Debt and leases payable current	1,490,368	171,070
Total Current Liabilities	1,716,309	2,633,940
Non-Current Liabilities		
Compensated absences	66,956	-
Funds held in trust	194,038	-
Debt and leases payable	1,550,834	37,856,041
Total Non-Current Liabilities	1,811,828	37,856,041
TOTAL LIABILITIES	3,528,137	40,489,981
 DEFERRED INFLOWS OF RESOURCES		
	-	-
 Net Position		
Net investment in capital assets	5,393,992	6,680,928
Restricted	14,710,455	4,060,194
Unrestricted	2,365,702	(1,172,656)
TOTAL NET POSITION	\$ 22,470,149	\$ 9,568,466

See notes to financial statements

Item XII.3.

Kingsport Housing and Redevelopment Authority
Statement of Revenues, Expenses and Changes in Net Position
For the Year Ended March 31, 2023

	Primary Government	Discretely Presented Component Units
<u>Operating Revenues</u>		
Rental revenues, net	\$ 351,500	\$ 3,918,158
Government grants	10,734,547	-
Other income	1,503,272	8,249
Total Operating Revenues	12,589,319	3,926,407
<u>Operating Expenses</u>		
Administration	1,946,602	1,127,628
Tenant services	376,382	-
Utilities	162,594	855,577
Maintenance and operations	705,013	863,790
Protective services	-	-
Insurance expense	115,640	213,678
General expense	638,235	94,777
Housing Assistance Payments	8,353,314	4,203
Depreciation and amortization	197,045	1,424,950
OPERATING INCOME (LOSS)	12,494,825	4,584,603
NET OPERATING INCOME (LOSS)	94,494	(658,196)
<u>Non-Operating Revenues (Expenses)</u>		
Interest income	368,704	11,347
Interest expense	(161,775)	(1,323,969)
Total Non-Operating Revenues (Expenses)	206,929	(1,312,622)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	301,423	(1,970,818)
Capital Contributions and Transfers		
Capital contributions	-	832,369
Transfers	-	-
Total Capital Contributions and Transfers	-	832,369
CHANGE IN NET POSITION	301,423	(1,138,449)
BEGINNING NET POSITION	22,168,726	10,453,088
Prior Period Adjustment	-	253,827
ENDING NET POSITION	\$ 22,470,149	\$ 9,568,466

See notes to financial statements

Item XII.3.

Kingsport Housing and Redevelopment Authority

Statement of Cash Flows
For the Year Ended March 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from tenants and users	\$ 353,134
Receipts from operating grants	11,075,888
Payments for goods and services	(2,925,273)
Payments for Housing Assistance Payments	(8,391,741)
Payments to employees for services	(1,340,969)

NET CASH FLOW PROVIDED (USED) BY OPERATING ACTIVITIES **(1,228,961)**

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Capital asset purchases	(1,572,437)
Payments on leases and loans	(312,905)
Proceeds from loans	1,284,783
Capital contributions and transfers	-

NET CASH FLOW PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES **(600,559)**

CASH FLOWS FROM INVESTING ACTIVITIES

Proceeds from investment activities	368,704
Transfers	(218,548)
(Purchase) or redemption of CD	-

NET CASH FLOW PROVIDED (USED) BY INVESTING ACTIVITIES **150,156**

NET INCREASE (DECREASE) IN CASH	(1,679,364)
BEGINNING CASH	<u>2,985,049</u>
ENDING CASH	<u><u>\$ 1,305,685</u></u>

RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

Operating income (loss)	\$ 94,494
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:	
Depreciation	197,703
Change in Assets and Liabilities	
(Increase) decrease in accounts receivable	(1,810,881)
(Increase) decrease in inventory and prepaid	13,938
Increase (decrease) in accounts payable	296,649
Increase (decrease) in accrued liabilities	(36,283)
Increase (decrease) in unearned revenue	786
Increase (decrease) in deposits held in trust	14,633
Total Adjustments	<u>(1,323,455)</u>
Net Cash Provided (Used) by Operating Activities	<u><u>\$ (1,228,961)</u></u>

Interest Paid **\$ 161,775**

NOTE 01 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Introduction

The financial statements of Kingsport Housing and Redevelopment Authority (the Authority) have been prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The Authority has previously implemented GASB Statement 34, *Basic Financial Statements – and Management's Discussion and Analysis-for State and Local Governments*. Certain significant changes in the statements are as follows: The financial statements will include a *Management's Discussion and Analysis* (MD&A) section providing an analysis of the Authority's overall financial position and results of operations.

Kingsport Housing and Redevelopment Authority is a special-purpose government engaged only in business-type activities and, therefore, presents only the financial statements required for enterprise funds, in accordance with GASB Statement 34, paragraph 138 and GASB 63. For these governments, basic financial statements and required supplemental information consist of:

- Management Discussion and Analysis (MD&A)
- Enterprise fund financial statements consisting of:
 - Statement of Net Position
 - Statement of Revenues, Expenses and Changes in Net Position
 - Statement of Cash Flows
- Notes to Financial Statements
- Required supplemental information other than MD&A

Under the United States Housing Act of 1937, as amended, the U.S. Department of Housing and Urban Development (HUD) has direct responsibility for administering low-income housing programs in the United States. Accordingly, HUD has contracted with the Authority to administer certain HUD funds.

Reporting Entity

GASB established criteria for determining the governmental reporting entity. Under provisions of this statement, Kingsport Housing and Redevelopment Authority is considered a primary government, since it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state and local governments. Fiscally independent means that the Authority may, without the approval or consent of another governmental entity, determine or modify its own budget, control collection and disbursements of funds, maintain responsibility for funding deficits and operating deficiencies, and issue bonded debt.

GASB Statement No. 61 establish criteria for determining which, if any, component units should be considered part of Kingsport Housing and Redevelopment Authority for financial reporting purposes. The basic criteria for including a potential component unit organization within the Authority's reporting entity includes whether:

- The organization is legally separate (can be sued in their own name).
- The Authority holds the corporate powers of the organization.
- The Authority appoints a voting majority of the organization's board.
- The Authority is able to impose its will on the organization.
- The organization has the potential to impose a financial burden/benefit on the Authority.
- There is a fiscal dependency by the organization on the Authority.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

Based on the aforementioned criteria and relationship between Kingsport Housing and Redevelopment Authority and the City of Kingsport, the Authority has determined not to be a component unit of the City of Kingsport based on the follow:

Financial Accountability - The Authority is responsible for its debts, does not impose a financial burden on the City of Kingsport and is entitled to all surpluses. No separate agency receives a financial benefit nor imposes a financial burden on the Authority.

Appointment of a Voting Majority - The Authority is governed by a five-member Board appointed by the Mayor and has governance responsibilities over all activities related to all housing activities within the City of Kingsport.

Imposition of Will - The City of Kingsport has no influence over the management, budget, or policies of the Authority. The Authority's Board has the responsibility to significantly influence the Authority's operations.

Based on the aforementioned criteria, and the control and relationship between Kingsport Housing and Redevelopment Authority and the component units, the Authority has determined that the following entities are considered component units of Kingsport Housing and Redevelopment Authority and are required to be blended within the Authority's financial statements:

Greater Kingsport Alliance for Development, Inc. (GKAD) - GKAD is a non-profit corporation chartered under the laws of the State of Tennessee. GKAD was organized for charitable and nonprofit purposes to include such things as acquiring, developing, rehabilitating, construction, and the transfer of property to provide quality housing to low and moderate-income persons. A separate audit report and tax return for March 31, 2023, is available from Kingsport Housing and Redevelopment Authority.

Holston Terrace, Inc. - Holston Terrace, Inc., is a non-profit corporation chartered under the laws of the State of Tennessee. Holston Terrace is a multifamily housing project with direct HUD funding. A separate audit report and tax return for March 31, 2023, is available from Kingsport Housing and Redevelopment Authority.

Fresh Start, Inc. - Fresh Start, Inc., is a non-profit corporation chartered under the laws of the State of Tennessee. Tax return for March 31, 2023, is available from Kingsport Housing and Redevelopment Authority.

The following entities are considered component units of Kingsport Housing and Redevelopment Authority and based on the GASB Statement No. 61 established criteria, and the control and relationship between Kingsport Housing and Redevelopment Authority and the component units, the Authority has determined these component units are required to be discretely presented on the Authority's financial statements. The entities all reporting on a different year end then Kingsport Housing and Redevelopment Authority all discretely presented component units are reporting on the year end of December 31, 2022.

Myrtle Street Redevelopment, L.L.C. - Myrtle Street Redevelopment, L.L.C., is a limited liability corporation that qualifies for federal low-income housing tax credits and is organized for the purpose of engaging in the business of low-income housing, and in such other related business as agreed upon by the stakeholders. (Report issued under separate cover. It may be obtained at Kingsport Housing and Redevelopment Authority). The corporation operates a 381-unit facility. Financial information for the year ended December 31, 2022, is discretely presented in this report.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

Riverview Place, L.P. - Riverview Place, L.P., is a limited partnership established for the purpose of acquiring, mortgaging, owning, developing, constructing, leasing, managing, maintaining, and operating low-income rental housing project (the Project). The Project consist of 38 project-based vouchers that were converted from the Rental Assistance Demonstration to project-based voucher units. (Report issued under separate cover. It may be obtained at Kingsport Housing and Redevelopment Authority). Financial information for the year ended December 31, 2022, is discretely presented in this report.

Myrtle Street Management, LP. - is a limited partnership established for the purpose of managing, maintaining, and operating low-income rental housing projects. No report issued. Financial information for the year ended December 31, 2022, is discretely presented in this report.

The main programs of the Authority are as follows:

Low Rent Public Housing Program - Under the Conventional Public Housing Program, Kingsport Housing and Redevelopment Authority operated under an Annual Contributions Contract (ACC) with HUD, and HUD provides an operating subsidy to enable the Authority to provide the housing at a rent that is based upon 30% of household income.

Public Housing Capital Fund Programs - The primary funding source for the modernization, demolition and redevelopment of public housing is the Capital Fund Programs and Stimulus Grant Fund Programs.

Housing Choice Voucher Program - Designed to aid very low-income families in obtaining decent, safe, and sanitary rental housing. The Authority administers contracts with independent landlords that own property and rent that property to families that have applied for housing assistance through the Authority. The Authority subsidizes the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contributions Contract (ACC) with HUD. HUD provides Annual Contributions Funding to enable the Authority to structure a lease that sets the participants' rent at 30% of household income.

Central Office Cost Center - The Central Office Cost Center (COCC) is a business unit within the Authority that generates revenues from fees income and other business activities. The COCC consist of activities funded through these revenue sources.

Other programs administered by the Authority are designed to give assistance to residents in a manner which encourages independence and upward mobility.

Basic Financial Statements/Funds

All activities of Kingsport Housing and Redevelopment Authority are reported in proprietary fund types. The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is secured by the Authority's capital assets and by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

In the Statement of Net Position, equity is classified as net position and displayed in three components:

- a) *Net investment in capital assets* - Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of any notes or other borrowings attributable to those capital assets.
- b) *Restricted net position* - Consists of assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.
- c) *Unrestricted net position* - All other assets that do not meet the definition of “restricted” or “net investment in capital assets”.

When both restricted and unrestricted net positions are available for use, generally it is the Authority’s policy to use restricted resources first.

Accrual Basis of Accounting

Basis of accounting refers to the point at which revenues or expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Proprietary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Budgetary Data

Enterprise fund service delivery levels are determined by the extent of consumer demand. Because enterprise fund revenues and expenses fluctuate with changing service delivery levels, generally accepted accounting principles do not require the financial statements to include budgetary comparisons and, accordingly, these comparisons have not been included.

Budgets are prepared for regulatory purposes in accordance with Kingsport Housing and Redevelopment Authority’s contract with HUD. The Authority prepares annual budgets for each program. Prior to the beginning of each budget year, the Authority’s annual budget is approved by its governing body. Budgetary amendments require approval by the governing body. All budgetary appropriations lapse at the end of each year. Budgets for Capital Fund Programs are approved in the Authority’s 5-year and annual plans.

Cash

The Authority defines cash to include Certificates of Deposit, Money Market funds, savings accounts, demand deposits, and other short-term securities with original maturities of three months or less; consequently, the cost, carrying value, and market value are equivalent.

Certificates of Deposits

The authority has two Certificates of Deposits with Citizens Bank that are greater than three months but not greater than one year, therefore they are measured at cost and are reported as a separate line on the financial statements.

Accounts Receivable

Accounts receivable consists of all amounts earned at year end and not yet received. Allowances for uncollectible accounts are based upon historical trends and periodic aging of accounts receivable.

Accounts for which no possibility of collection is anticipated are charged to bad debts expense which is netted against tenant revenues on the Statement of Revenues, Expenses, and Changes in Net Position. The amount of bad debt related to tenant receivables written off for the year ended March 31, 2023, was \$7,225.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

Restricted Cash

Restricted cash consists of cash set aside by HUD for the Housing Choice Voucher Program, cash that are held in trust, reserves, and escrows, as well as other cash that are restricted for specific purposes.

Security Deposits

Security deposits consist of amounts held in trust with Kingsport Housing and Redevelopment Authority in order for tenants to secure apartment leases.

Compensated Absences

Compensated absences are absences for which employees will be paid i.e., sick leave, vacation, and other approved leaves. The Authority's policy allows employees to accumulate unused sick leave up to 1,040 hours and vacation leave up to 240 hours. Sick leave is not paid upon termination, but only upon illness while employed.

Unearned Revenue

Unearned revenues consist of rental payments made by tenants in advance of their due date, and rental supplements to be paid to owners of private dwellings during the first month of the next fiscal year.

Deferred Inflows/Outflows of Resources

In accordance with GASB, in addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, Deferred Outflows of Resources, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The Authority has no items that meet this criterion.

Also, in addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, Deferred Inflows of Resources, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The Authority has no items that meet this criterion.

Capital Assets

Capital assets purchased or acquired with an original cost of \$5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

<u>Category</u>	<u>Useful Life (YR)</u>
Land improvements	15 - 30 Years
Buildings and improvements	15 - 30 Years
Furniture and equipment	3 - 7 Years

Long-Term Debt

Long-term liabilities expected to be financed from proprietary funds are accounted for in the proprietary fund. Expenditures related to such debt are also included in the proprietary fund.

Revenues

All Kingsport Housing and Redevelopment Authority revenues are accrued. These revenues consist of user charges for rents, utilities, repairs, and other miscellaneous charges. Monies received from customers for security deposits are recorded as a liability upon receipt. Subsidies and grants, which finance current operations, are reported as operating revenues. Subsidies and grants, which finance capital operations, gain/loss on sale of fixed assets, and interest income/expense, are reported as non-operating revenues. Revenues for government-mandated and voluntary exchange transactions, are recorded when all applicable eligibility requirements, including time requirements, are met. Resources received before all eligibility requirements are met are reported as deferred inflows of resources.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

Expenditures

Expenditures are recognized when the liability is incurred. Inventory costs are reported in the period when inventory items are used, rather than in the years purchased.

Depreciation

Depreciation expense of \$197,045 has been recognized during the year ended March 31, 2023.

Income Taxes

Kingsport Housing and Redevelopment Authority is not subject to federal or state income taxes.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles as applied to governmental units require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Interfund Eliminations

All interfund receivables and payables between program and blended component units have been eliminated in the financial statements. As have any inter-program or company revenues and expenses.

Subsequent Events

Events that occur after the statement of net position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the statement of net position are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the statement of net position date require disclosure in the accompanying notes. Management evaluated the activity of the Authority through September 28, 2023, (the date the financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statement.

Leasing Activities

The Authority is the lessor of dwelling units to eligible residents. The rents under the leases are determined generally by the residents' income as adjusted for eligible deductions regulated by HUD, although the residents may opt for a flat rent. Leases may be cancelled at any time or renewed annually. The Authority may cancel the leases only for a cause. Revenues associated with these leases are recorded in the accompanying financial statements and related schedules within dwelling rent revenue.

Governance

The following table lists the Board Members and their respective terms as of March 31, 2023:

Name	Position	Term
Seth Jervis	Chair	February 28, 2027
Linda Calvert	Vice-Chair	February 28, 2025
Greg Purdue	Commissioner	April 30, 2024
Tony Jennings	Commissioner	February 28, 2028
Ester Rodolphe	Commissioner	March 31, 2026

In addition to the above Commissioners, the Administrator of the Authority is Terry Cunningham, who served as the Board Secretary and Executive Director.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

NOTE 02 – CASH, CASH EQUIVALENTS, AND INVESTMENTS

As of March 31, 2023, Kingsport Housing and Redevelopment Authority categorized the following breakdown:

Unrestricted	
Checking and Money Market	\$ 499,446
Subtotal	499,446
Restricted	
Security deposits - tenants	19,186
Family Self Sufficiency deposits	194,038
Housing Assistance Payments	223,800
Other restricted funds	369,215
Subtotal	806,239
Total Cash and Cash Equivalents	\$ 1,305,685
Certificates of Deposits	\$ 200,000
Total Certificates of Deposits	\$ 200,000

Deposits in financial institutions are required by State statute to be secured and collateralized by the institutions. The collateral must meet certain requirements and must have a total minimum market value of 105% of the value of the deposits placed in the institutions less the amount protected by federal depository insurance. Collateral requirements are not applicable for financial institutions that participate in the State of Tennessee's collateral pool. The State of Tennessee Local Government Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

All deposits of the Authority are with financial institutions meeting State and Federal deposit requirements.

Interest Rate Risk - As a means of limiting its exposure to fair value losses arising from rising interest rate, the Authority's typically limits its investment portfolio to maturities of 60-days or more. The Authority's policy to limit its exposure to declines in fair value of its investment portfolio is to only invest in HUD allowed investments and to monitor investments. As of March 31, 2023, the Authority was not exposed to interest rate risk since they have minimal investments.

Credit Risk - Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is the Authority's policy to follow the HUD regulations by only having direct investments and investments through mutual funds to direct obligations, guaranteed obligations, or obligations of the agencies of the United States of America. As of March 31, 2023, the Authority was not exposed to credit risk.

Custodial Credit Risk - For an investment, the custodial credit risk is the risk that in the event of the failure of the counterparty, the Authority will not be able to recover the value of their investment or collateral securities that are in the possession of an outside party. The Authority does have a deposit policy for custodial credit risk, which requires collateral to be held in the Authority's name by its agent or by the bank's trust department. As of March 31, 2023, none of the Authority's bank balance were exposed to custodial credit risk.

Concentration of Credit Risk - The Authority places no limit on the amount that it may invest in Certificates of Deposit. The Authority has no policy regarding credit risk.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

NOTE 03 – ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of March 31, 2023:

Tenant receivables	\$ 169,337
Allowance for doubtful accounts	<u>(9,230)</u>
Subtotal	160,107
HUD receivables	-
Other receivables	<u>1,694,553</u>
Net receivables	<u>\$ 1,854,660</u>

NOTE 04 – CAPITAL ASSETS

The following is a summary of changes in the net capital assets during the year ended March 31, 2023:

	Balance at 03/31/22	Additions	Deletions	Balance at 03/31/23
<i>Nondepreciable:</i>				
Land	\$ 5,508,735	\$ 286,671	\$ -	\$ 5,795,406
Construction in process	<u>20,155</u>	<u>120,927</u>	<u>-</u>	<u>141,082</u>
Total nondepreciable	<u>5,528,890</u>	<u>407,598</u>	<u>-</u>	<u>5,936,488</u>
<i>Depreciable:</i>				
Buildings	4,870,960	115,239	-	4,986,199
Furniture and equipment	<u>355,732</u>	<u>29,037</u>	<u>-</u>	<u>384,769</u>
Total depreciable	<u>5,226,692</u>	<u>144,276</u>	<u>-</u>	<u>5,370,968</u>
Accumulated depreciation	<u>(2,675,215)</u>	<u>(197,047)</u>	<u>-</u>	<u>(2,872,262)</u>
Net depreciable	<u>2,551,477</u>	<u>(52,771)</u>	<u>-</u>	<u>2,498,706</u>
Net capital assets	<u>\$ 8,080,367</u>	<u>\$ 354,827</u>	<u>\$ -</u>	<u>\$ 8,435,194</u>

Construction in progress is composed of expenditures related to renovation of certain buildings owned by the entity.

Section Intentionally Left Blank

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

NOTE 05 – RELATED PARTY NOTES RECEIVABLE

The notes receivable consists solely of amounts due from the discretely presented component units to the Authority. As of March 31, 2023, notes receivable was composed of the following:

Related Party Loans to Discretely Presented Component Units	Totals
On December 28, 2018, the Authority entered into an agreement with Myrtle Street Redevelopment, L.L.C. (the Maker) for the purchase of various apartment developments known as Tiffany Court, Holly Hills, Dogwood Terrace, Charlemont Apartments and Frank L. Cloud Apartments for \$8,400,000. The note receivable has an annual interest rate of 3.31%. The note receivable is payable on an annual basis out of Net Cash Flow of the Maker. All unpaid principal and interest of the note receivable shall be repaid in full upon December 28, 2058. There is no amounts considered to be current.	\$ 10,017,341
On July 15, 2010, the Authority entered into an agreement with Riverview Place, L.P. To lend \$4,100,099 to the L.P. non-interest bearing loan. The repayment of the loan is based on cash flow of the L.P., with the unpaid principal due in 40 years. There is no amounts considered to be current.	<u>4,100,099</u>
Total related party notes receivable	<u>\$ 14,117,440</u>

NOTE 06 – OTHER NON-CURRENT LIABILITIES

As of March 31, 2023, other non-current liabilities consisted of the following:

	Balance at 03/31/22	Additions	Deletions	Balance at 03/31/23
Funds held in trust	\$ 153,185	\$ 128,801	\$ (87,948)	\$ 194,038
Compensated absences	40,465	88,431	(61,940)	66,956
Total other non-current liabilities	<u>\$ 193,650</u>	<u>\$ 217,232</u>	<u>\$ (149,888)</u>	<u>\$ 260,994</u>

NOTE 07 – DEFERRED COMPENSATION PLAN

The Authority provides pension benefits for all of its full-time employees through the Kingsport Housing Authority Pension Plan (the Plan). The Plan is a single employer defined contribution trust and is administered by the Authority. The Plan was established April 1, 1970, and is authorized and may be amended by the Authority's Board.

In a defined contribution plan, benefits depend solely on amount contributed to the plan, plus investment earnings. Employees are eligible to participate after six-month exclusionary period. The employee is not required to contribute, and the Authority contributes 11.49% of the employee's base salary each month. The Authority's contributions for each employee (and interested allocated to the employee's account) are vest 50% of the first year and increases 10% annually for each year of participation. An employee is fully vested after 5 years of participation. The Authority's total payroll in fiscal year ended March 31, 2023, was \$1,589,795. The Authority's contributions were calculated using the base salary amount of \$1,449,773. Contributions to the plan totaled \$163,039. All required remittances were made by the Authority during the fiscal year.

Other than the above-mentioned pension plans, the Authority does not participate in other Post-Employment Benefits.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

NOTE 08 – LONG-TERM DEBT

Long-term debt consisted of the following:

	Balance 3/31/23
Note payable for a 4-unit apartment complex located at 101 Tennessee Street in Kingsport, TN was acquired in 2016. The direct borrowing has an interest rate of 4.50% fixed and a maturity date of five years. The loan is collateralized by the building.	\$ 80,953
A direct borrowing with Citizens Bank bears interest at 3.85%, and is due in monthly installments of \$4,642, including principal and interest through January 2024. Secured by real property.	581,237
A direct borrowing with First Trust Bank bears interest at 4.50% and is due in monthly installments of \$823, including principal and interest and maturity of February 2023. Secured by real property.	90,959
A direct borrowing with Home Trust Bank bears interest at 5.49% and is due in monthly installments of \$447, including principal and interest and maturity of May 2028. Secured by real property.	68,033
A direct borrowing with Bank of TN bears interest at 5.50% and is due in monthly installments of \$356, including principal and interest and maturity of May 2028. Secured by real property.	11,145
A direct borrowing with First Community Bank bears interest at 6.25%, is due in monthly installments of \$7,994, including principal and interest and maturity of April 2033. Secured by real property.	709,496
A direct borrowing with First Tennessee Development District bears interest at 0.00% and is forgiven after an Affordability period of ten years. Secured by real property.	121,294
Line of credit, a direct borrowing, with New Peoples Bank with a maximum amount of \$1,250,000 the loan comes due in full on March 31, 2021. Secured by real property.	1,284,783
Line of credit, a direct borrowing, with Bank of Tennessee Bank with a maximum amount of \$1,500,000 the loan comes due in full on March 31, 2021. Secured by real property.	93,302
	\$ 3,041,202

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

Beginning balance of financing arrangements,	March 31, 2022	\$ 2,928,772
New debt acquired		1,284,783
Principal payments of financing arrangements		<u>(1,172,353)</u>
Ending balance of financing arrangements,	March 31, 2022	<u>\$ 3,041,202</u>

Maturities are as follows:

March 31,	Principal	Interest	Total
2024	\$ 1,490,368	\$ 132,500	\$ 1,622,868
2025	118,196	70,741	188,937
2026	240,409	64,501	304,910
2027	126,618	58,043	184,661
2028	133,544	51,148	184,692
2029 - 2033	721,850	142,871	864,721
2034 - 2038	210,217	14,266	224,483
2039 - 2043	-	-	-
	<u>3,041,202</u>	<u>534,070</u>	<u>3,575,272</u>
Less: current portion	<u>(1,490,368)</u>		
Debt - long-term	<u>\$ 1,550,834</u>		

NOTE 09 – NET POSITION

The Authority has net position classified in Note 01. The net positions are made up of the following:

Capital assets, net of depreciation	\$ 8,435,194
Debt related to capital assets	<u>(3,041,202)</u>
Net Investment in Capital Assets	<u>\$ 5,393,992</u>
Restricted cash and Certificates of Deposits	\$ 806,239
Notes receivable from RAD sale	14,117,440
Security deposit liability	(19,186)
FSS escrow liability	<u>(194,038)</u>
Restricted Net Position	<u>\$ 14,710,455</u>

NOTE 10 – ECONOMIC DEPENDENCY AND CONCENTRATIONS

The Housing Choice Voucher Programs are economically dependent on annual contributions and grants from HUD. The programs operate at a loss prior to receiving the contributions and grants. The Authority receives approximately 90% of revenues from HUD.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Legal: The Authority is party to no pending or threatened legal actions arising from the normal course of its operations.

Grants and Contracts: The Authority participates in various federally assisted grant programs that are subject to review and audit by the grantor agencies. Entitlement to these resources is generally conditional based upon compliance with terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a federal audit may become a liability of the Authority. There were no such liabilities recorded as of March 31, 2023.

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

NOTE 12 – OTHER RELATED PARTY TRANSACTIONS

During the year Kingsport Housing and Redevelopment Authority earned fees in accordance with operating agreements, for services performed on behalf of its discrete component units. These services included management, administration, bookkeeping, and asset management. The total fees earned by the Authority for the year ended March 31, 2023, amounted to \$268,721.

The Authority also has related party notes receivable discussed in detail in Note 05.

NOTE 13 – CONDUIT DEBT

The Authority has entered into an agreement with the City of Kingsport, Tennessee (the City) and Sullivan County, Tennessee (the County) to implement a redevelopment plan on their behalf. In connection with the redevelopment plan, the Authority has issued tax increment revenue bonds to facilitate the development of certain real estate properties deemed to be in the best interest of the general public. These bonds are special limited obligations of the Authority, payable solely from the property taxes generated from these developments. The bonds do not constitute a debt or pledge of the faith and credit of the Authority, City, or County, and accordingly have not been reported in the accompanying financial statements.

NOTE 14 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions and natural disaster for which the Authority insures itself against loss by participation in a public entity risk pool. The Authority also insures itself against workers compensation claims through participation in a public entity risk pool. There have been no reductions in coverage from the prior year and settlement have not exceeded coverage in the past three years.

The Authority participates in the public entity risk pool managed by the Tennessee Housing Authority Risk Management Trust (THARMT) for its property and liability risk of loss coverage. The Authority, along with other participating entities, is responsible for paying annual premiums to the pool as determined by THARMT. THARMT administers the pooled resources to provide risk of loss protection for each participating municipality by purchasing commercial excess insurance.

The Authority participates in the public entity risk pool managed by the Tennessee Municipal League Risk Management Pool (TML) for its workers compensation risk of loss coverage. The Authority, along with other participating entities, is responsible for paying annual premiums to the pool as determined by TML. TML administers the pooled resources to provide risk of loss protection for each participating municipality by purchasing commercial excess insurance.

Section Intentionally Left Blank

Kingsport Housing and Redevelopment Authority

Notes to Financial Statements
For the Year Ended March 31, 2023

NOTE 15 - CONDENSED FINANCIAL STATEMENTS

As required by GASB the condensed financial statements with elimination, for additional information see the detail supplementary information schedules.

	Housing Authority	Total Blended Component Units	Eliminations	Primary Government Totals
<u>Condensed Statement of Net Position</u>				
Current assets	\$ 4,069,519	\$ 351,767	\$ (982,048)	\$ 3,439,238
Capital assets	4,312,276	4,122,918	-	8,435,194
Other assets	14,117,440	6,414	-	14,123,854
Total Assets	22,499,235	4,481,099	(982,048)	25,998,286
Deferred outflow of resources	-	-	-	-
Current liabilities	356,110	2,342,247	(982,048)	1,716,309
Noncurrent liabilities	331,917	1,479,911	-	1,811,828
Total Liabilities	688,027	3,822,158	(982,048)	3,528,137
Deferred inflow of resources	-	-	-	-
Net investment in capital assets	4,231,323	1,162,669	-	5,393,992
Restricted net position	14,585,033	125,422	-	14,710,455
Unrestricted net position	2,994,852	(629,150)	-	2,365,702
Net Position	\$ 21,811,208	\$ 658,941	\$ -	\$ 22,470,149

Condensed Statement of Revenues, Expenses and Change in Net Position

Operating revenues	\$ 12,391,472	\$ 834,905	\$ (637,058)	\$ 12,589,319
Depreciation expense	(44,732)	(152,313)	-	(197,045)
Other operating expenses	(11,883,234)	(1,051,604)	637,058	(12,297,780)
Operating Income (Loss)	463,506	(369,012)	-	94,494
Nonoperating revenues	368,318	386	-	368,704
Nonoperating expenses	(10,708)	(151,067)	-	(161,775)
Nonoperating Revenue (Expense)	357,610	(150,681)	-	206,929
Income (Loss) Before Transfers and Capital Contributions	821,116	(519,693)	-	301,423
Transfers	(441,168)	441,168	-	-
Capital contributions	-	-	-	-
Change in Net Position	379,948	(78,525)	-	301,423
Net position, beginning of year	21,431,260	737,466	-	22,168,726
Prior Period Adjustment	-	-	-	-
Net position, end of year	\$ 21,811,208	\$ 658,941	\$ -	\$ 22,470,149

Condensed Statement of Cash Flows

Net cash flows provided/(used) by operating activities	\$ (1,178,322)	\$ (50,639)	\$ -	\$ (1,228,961)
Net cash flows provided/(used) by capital and related financing activities	(513,432)	(87,127)	-	(600,559)
Net cash flows provided/(used) by investing activities	149,770	386	-	150,156
Net increase/(decrease) in cash and cash equivalents	(1,541,984)	(137,380)	-	(1,679,364)
Cash, beginning of year	2,651,389	333,660	-	2,985,049
Cash, end of year	\$ 1,109,405	\$ 196,280	\$ -	\$ 1,305,685

Kingsport Housing and Redevelopment Authority

Schedule of Expenditures of Federal Awards

For the Year Ended March 31, 2023

	<u>Assistance Listing Number(s)</u>	<u>Award Type</u>	<u>Expenditures</u>
<u>U.S. Department of HUD</u>			
Housing Choice Vouchers	14.871	Direct	\$ 8,523,014
Total Housing Voucher Center Cluster			8,523,014
Housing Opportunities of Persons with AIDS	14.241	Direct	353,575
Public Housing Capital Fund Program	14.872	Direct	231,166
Emergency Shelter Grants Program	14.231	Direct	494,792
Continuum of Care Program	14.267	Direct	625,092
PIH Family Self-Sufficiency Program	14.896	Direct	85,266
Totals U.S. Department of HUD			10,312,905
Total Expenditures of Federal Awards			\$ 10,312,905
 <u>Award Type</u>			
Direct			\$ 10,312,905
Indirect			-
			\$ 10,312,905

NOTE 1: SCOPE OF PRESENTATION

The accompanying schedule presents the expenditures incurred (and related awards received) by the Kingsport Housing and Redevelopment Authority (the Authority) that are reimbursable under federal programs of federal agencies providing financial assistance awards. For the purpose of this schedule, only the portion of the program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with local or other nonfederal funds are excluded from the accompanying schedule. This schedule also only includes the amounts expended by the Authority, none of the amount expended, if any, by the blend or discretely present component units have been included.

NOTE 2: BASIS OF ACCOUNTING

The expenditures included in the accompanying schedule were reported on the accrual basis of accounting. Expenditures are recognized in the accounting period in which the related liability is incurred. Expenditures reported included any property or equipment acquisitions incurred under the federal program. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.

NOTE 3: 10% DE MINIMIS INDIRECT COST RATE

The Authority has not elected to use the 10% de minimis indirect cost rate as allowed in the Uniform Guidance, section 414.

Kingsport Housing and Redevelopment Authority

Statement and Certification of Actual Costs

March 31, 2023

1. The Actual Costs of the Authority was as follows:

Grant	Funds Approved	Funds Disbursed	Funds Expended	Balance Unspent
<i>TN43P007501-20</i>	\$ 649,838	\$ 548,403	\$ 548,403	\$ 101,435
<i>TN43P007501-21</i>	\$ 684,337	\$ 205,300	\$ 205,300	\$ 479,037

2. The distribution of costs as shown on the Financial Statement of Costs accompanying the Actual Cost Certificate submitted to HUD for approval, is in agreement with the Authority's records.
3. For the above completed grants, all costs have been paid and all related liabilities have been discharged through payment.

Kingsport Housing and Redevelopment Authority

Combining Statement of Net Position - Business Activities

March 31, 2023

	<u>Blended Component Units</u>					Primary Government Total
	Housing Authority	Holston Terrace	GKAD	Fresh Start, Inc.	Eliminations	
<u>ASSETS</u>						
Current Assets						
Cash and cash equivalents						
Unrestricted	\$ 447,774	\$ 5,448	\$ (8,749)	\$ 54,973	\$ -	\$ 499,446
Restricted	661,631	126,417	18,191	-	-	806,239
Subtotal	1,109,405	131,865	9,442	54,973	-	1,305,685
Certificates of Deposit	200,000	-	-	-	-	200,000
Accounts receivable, net	1,699,173	79,540	75,947	-	-	1,854,660
Prepaid expenses	78,893	-	-	-	-	78,893
Notes and lease receivable current	-	-	-	-	-	-
Interfund due from	982,048	-	-	-	(982,048)	-
Total Current Assets	4,069,519	211,405	85,389	54,973	(982,048)	3,439,238
Non-Current Assets						
Notes and leases receivable	14,117,440	-	-	-	-	14,117,440
Intangibles, net	-	6,414	-	-	-	6,414
Capital assets, net	4,312,276	355,117	3,767,801	-	-	8,435,194
Total Non-Current Assets	18,429,716	361,531	3,767,801	-	-	22,559,048
TOTAL ASSETS	22,499,235	572,936	3,853,190	54,973	(982,048)	25,998,286
DEFERRED OUTFLOWS OF RESOURCES	-	-	-	-	-	-

See Auditors' report on supplementary information

Item XII.3.

Kingsport Housing and Redevelopment Authority

Combining Statement of Net Position - Business Activities

March 31, 2023

	<u>Blended Component Units</u>					Primary Government Total
	Housing Authority	Holston Terrace	GKAD	Fresh Start, Inc.	Eliminations	
<u>LIABILITIES</u>						
Current Liabilities						
Accounts payable	34,873	18,050	58,161	-	-	111,084
Accrued liabilities	22,527	1,041	2,638	-	-	26,206
Deposits held in trust	-	12,052	7,134	-	-	19,186
Compensated absences current	21,884	408	-	-	-	22,292
Unearned revenue	786	2,941	14,497	-	-	18,224
Other liabilities current	6,347	-	22,602	-	-	28,949
Debt and leases payable current	8,398	52,534	1,429,436	-	-	1,490,368
Interfund due to	261,295	247,856	472,897	-	(982,048)	-
Total Current Liabilities	356,110	334,882	2,007,365	-	(982,048)	1,716,309
Non-Current Liabilities						
Compensated absences	65,324	1,632	-	-	-	66,956
Funds held in trust	194,038	-	-	-	-	194,038
Debt and leases payable	72,555	656,962	821,317	-	-	1,550,834
Total Non-Current Liabilities	331,917	658,594	821,317	-	-	1,811,828
TOTAL LIABILITIES	688,027	993,476	2,828,682	-	(982,048)	3,528,137
DEFERRED INFLOWS OF RESOURCES	-	-	-	-	-	-
Net Position						
Net investment in capital assets	4,231,323	(354,379)	1,517,048	-	-	5,393,992
Restricted	14,585,033	114,365	11,057	-	-	14,710,455
Unrestricted	2,994,852	(180,526)	(503,597)	54,973	-	2,365,702
TOTAL NET POSITION	\$ 21,811,208	\$ (420,540)	\$ 1,024,508	\$ 54,973	\$ -	\$ 22,470,149

See Auditors' report on supplementary information

Item XII.3.

Kingsport Housing and Redevelopment Authority

Combining Statement of Revenues, Expenses, and Changes in Net Position - Business Activities

For the Year Ended March 31, 2023

	Blended Component Units					Primary Government Total
	Housing Authority	Holston Terrace	GKAD	Fresh Start, Inc.	Eliminations	
<u>Operating Revenues</u>						
Rental revenues, net	\$ -	\$ 167,238	\$ 184,262	\$ -	\$ -	\$ 351,500
Government grants	10,449,361	147,399	137,787	-	-	10,734,547
Other income	1,942,111	2,160	137,557	58,502	(637,058)	1,503,272
Total Operating Revenues	12,391,472	316,797	459,606	58,502	(637,058)	12,589,319
<u>Operating Expenses</u>						
Administration	2,314,515	75,216	193,855	74	(637,058)	1,946,602
Tenant services	69,569	-	306,813	-	-	376,382
Utilities	47,889	75,031	39,674	-	-	162,594
Maintenance and operations	357,031	103,013	244,969	-	-	705,013
Protective services	-	-	-	-	-	-
Insurance expense	111,259	2,754	1,627	-	-	115,640
General expense	629,657	7,225	1,353	-	-	638,235
Housing Assistance Payments	8,353,314	-	-	-	-	8,353,314
Depreciation and amortization	44,732	49,567	102,746	-	-	197,045
Total Operating Expenses	11,927,966	312,806	891,037	74	(637,058)	12,494,825
OPERATING INCOME (LOSS)	463,506	3,991	(431,431)	58,428	-	94,494
<u>Non-Operating Revenues (Expenses)</u>						
Interest income	368,318	377	9	-	-	368,704
Interest expense	(10,708)	(49,367)	(101,700)	-	-	(161,775)
Total Non-Operating Revenues (Expenses)	357,610	(48,990)	(101,691)	-	-	206,929
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	821,116	(44,999)	(533,122)	58,428	-	301,423
<u>Capital Contributions and Transfers</u>						
Capital contributions	-	-	-	-	-	-
Transfers	(441,168)	-	441,168	-	-	-
Total Capital Contributions and Transfers	(441,168)	-	441,168	-	-	-
CHANGE IN NET POSITION	379,948	(44,999)	(91,954)	58,428	-	301,423
BEGINNING NET POSITION	21,431,260	(375,541)	1,116,462	(3,455)	-	22,168,726
Prior Period Adjustment	-	-	-	-	-	-
ENDING NET POSITION	\$ 21,811,208	\$ (420,540)	\$ 1,024,508	\$ 54,973	\$ -	\$ 22,470,149

See Auditors' report on supplementary information

Item XII.3.

Kingsport Housing and Redevelopment Authority

Combining Statement of Cash Flows - Business Activities

For the Year Ended March 31, 2023

	<u>Blended Component Units</u>					Primary Government Total
	Housing Authority	Holston Terrace	GKAD	Fresh Start, Inc.	Eliminations	
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>						
Receipts from tenants and users	\$ (20,001)	\$ 109,798	\$ 263,289	\$ 48	\$ -	\$ 353,134
Receipts from operating grants	10,790,702	147,399	137,787	-	-	11,075,888
Payments for goods and services	(2,290,119)	(180,173)	(454,907)	(74)	-	(2,925,273)
Payments for Housing Assistance Payments	(8,391,741)	-	-	-	-	(8,391,741)
Payments to employees for services	(1,267,163)	-	(73,806)	-	-	(1,340,969)
NET CASH FLOW PROVIDED (USED) BY OPERATING ACTIVITIES	(1,178,322)	77,024	(127,637)	(26)	-	(1,228,961)
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>						
Capital asset purchases	-	(21,741)	(1,550,696)	-	-	(1,572,437)
Payments on leases and loans	(72,264)	(103,263)	(137,378)	-	-	(312,905)
Proceeds from loans	-	-	1,284,783	-	-	1,284,783
Capital contributions and transfers	(441,168)	-	441,168	-	-	-
NET CASH FLOW PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	(513,432)	(125,004)	37,877	-	-	(600,559)
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>						
Proceeds from investment activities	368,318	377	9	-	-	368,704
Transfers	(218,548)	-	-	-	-	(218,548)
(Purchase) or redemption of CD	-	-	-	-	-	-
NET CASH FLOW PROVIDED (USED) BY INVESTING ACTIVITIES	149,770	377	9	-	-	150,156
NET INCREASE (DECREASE) IN CASH	(1,541,984)	(47,603)	(89,751)	(26)	-	(1,679,364)
BEGINNING CASH	2,651,389	179,468	99,193	54,999	-	2,985,049
ENDING CASH	\$ 1,109,405	\$ 131,865	\$ 9,442	\$ 54,973	\$ -	\$ 1,305,685

See Auditors' report on supplementary information

Item XII.3.

Kingsport Housing and Redevelopment Authority

Combining Statement of Cash Flows - Business Activities

For the Year Ended March 31, 2023

	Blended Component Units					Primary Government Total
	Housing Authority	Holston Terrace	GKAD	Fresh Start, Inc.	Eliminations	
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating income (loss)	\$ 463,506	\$ 3,991	\$ (431,431)	\$ 58,428	\$ -	\$ 94,494
Non-Cash Adjustments:						
Depreciation	44,732	50,225	102,746	-	-	197,703
Change in Asset and Liabilities						
(Increase) decrease in accounts receivable	(1,680,011)	(61,849)	(69,021)	-	-	(1,810,881)
(Increase) decrease in inventory and prepaid	13,938	-	-	-	-	13,938
Increase (decrease) in accounts payable	(56,148)	83,957	268,840	-	-	296,649
Increase (decrease) in accrued liabilities	(23,579)	(2,442)	(10,262)	-	-	(36,283)
Increase (decrease) in unearned revenue	786	-	-	-	-	786
Increase (decrease) in deposits held in trust	-	3,142	11,491	-	-	14,633
Net interfunds	58,454	-	-	(58,454)	-	-
Total Adjustments	(1,641,828)	73,033	303,794	(58,454)	-	(1,323,455)
Net Cash Provided (Used) by Operating Activities	\$ (1,178,322)	\$ 77,024	\$ (127,637)	\$ (26)	\$ -	\$ (1,228,961)

See Auditors' report on supplementary information

Item XII.3.

Kingsport Housing and Redevelopment Authority

Combining Statement of Net Position - Discretely Presented Component Unit

March 31, 2023

	<u>Riverview Place, L.P.</u>	<u>Myrtle St. Management L.L.C.</u>	<u>Myrtle St. Redevelopment L.L.C.</u>	<u>DPCU Total</u>
ASSETS				
Current Assets				
Cash and cash equivalents				
Unrestricted	\$ 85	\$ 591,555	\$ 112	\$ 591,752
Restricted	205,549	3,945,375	-	4,150,924
Subtotal	205,634	4,536,930	112	4,742,676
Certificates of Deposit	-	-	-	-
Accounts receivable, net	102,399	442,098	-	544,497
Prepaid expenses	-	-	-	-
Notes and lease receivable current	-	-	-	-
Interfund due from	-	-	-	-
Total Current Assets	308,033	4,979,028	112	5,287,173
Non-Current Assets				
Notes and leases receivable	-	-	-	-
Intangibles, net	(40,398)	274,703	-	234,305
Capital assets, net	6,064,466	38,472,503	-	44,536,969
Total Non-Current Assets	6,024,068	38,747,206	-	44,771,274
TOTAL ASSETS	6,332,101	43,726,234	112	50,058,447
DEFERRED OUTFLOWS OF RESOURCES				
	-	-	-	-

See Auditors' report on supplementary information

Item XII.3.

Kingsport Housing and Redevelopment Authority

Combining Statement of Net Position - Discretely Presented Component Unit

March 31, 2023

	Riverview Place, L.P.	Myrtle St. Management L.L.C.	Myrtle St. Redevelopment L.L.C.	DPCU Total
LIABILITIES				
Current Liabilities				
Accounts payable	296,989	624,701	2,793	924,483
Accrued liabilities	573	1,418,970	-	1,419,543
Deposits held in trust	7,381	83,349	-	90,730
Compensated absences current	-	-	-	-
Unearned revenue	3,511	24,603	-	28,114
Other liabilities current	-	-	-	-
Debt and leases payable current	-	171,070	-	171,070
Interfund due to	-	-	-	-
Total Current Liabilities	308,454	2,322,693	2,793	2,633,940
Non-Current Liabilities				
Compensated absences	-	-	-	-
Funds held in trust	-	-	-	-
Debt and leases payable	4,100,098	33,755,943	-	37,856,041
Total Non-Current Liabilities	4,100,098	33,755,943	-	37,856,041
TOTAL LIABILITIES	4,408,552	36,078,636	2,793	40,489,981
DEFERRED INFLOWS OF RESOURCES				
	-	-	-	-
Net Position				
Net investment in capital assets	1,964,368	4,716,560	-	6,680,928
Restricted	198,168	3,862,026	-	4,060,194
Unrestricted	(238,987)	(930,988)	(2,681)	(1,172,656)
TOTAL NET POSITION	\$ 1,923,549	\$ 7,647,598	\$ (2,681)	\$ 9,568,466

See Auditors' report on supplementary information

Item XII.3.

Kingsport Housing and Redevelopment Authority
Combining Statement of Revenues, Expenses, and Changes in Net Position - Discretely Present Component Unit
For the Year Ended March 31, 2023

	Riverview Place, L.P.	Myrtle St. Management L.L.C.	Myrtle St. Redevelopment L.L.C.	DPCU Total
<u>Operating Revenues</u>				
Rental revenues, net	\$ 313,218	\$ 3,604,940	\$ -	\$ 3,918,158
Government grants	-	-	-	-
Other income	8,249	-	-	8,249
Total Operating Revenues	321,467	3,604,940	-	3,926,407
<u>Operating Expenses</u>				
Administration	71,648	1,055,501	479	1,127,628
Tenant services	-	-	-	-
Utilities	124,529	731,048	-	855,577
Maintenance and operations	122,358	741,432	-	863,790
Protective services	-	-	-	-
Insurance expense	22,240	191,438	-	213,678
General expense	75,155	19,622	-	94,777
Housing Assistance Payments	4,203	-	-	4,203
Depreciation and amortization	135,828	1,289,122	-	1,424,950
Total Operating Expenses	555,961	4,028,163	479	4,584,603
OPERATING INCOME (LOSS)	(234,494)	(423,223)	(479)	(658,196)
<u>Non-Operating Revenues (Expenses)</u>				
Interest income	106	11,113	128	11,347
Interest expense	-	(1,323,969)	-	(1,323,969)
Total Non-Operating Revenues (Expenses)	106	(1,312,856)	128	(1,312,622)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	(234,388)	(1,736,079)	(351)	(1,970,818)
<u>Capital Contributions and Transfers</u>				
Capital contributions	-	832,369	-	832,369
Transfers	-	-	-	-
Total Capital Contributions and Transfers	-	832,369	-	832,369
CHANGE IN NET POSITION	(234,388)	(903,710)	(351)	(1,138,449)
BEGINNING NET POSITION	1,904,110	8,551,308	(2,330)	10,453,088
Prior Period Adjustment	253,827	-	-	253,827
ENDING NET POSITION	\$ 1,923,549	\$ 7,647,598	\$ (2,681)	\$ 9,568,466

See Auditors' report on supplementary information

Item XII.3.

- t: (615) 309-8959
- f: (909) 825-9900
- 4068 rural plains circle #180
- franklin, tn 37064



Board of Commissioners
Kingsport Housing and Redevelopment Authority
Kingsport, TN

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities and aggregate discretely presented component units of the Kingsport Housing and Redevelopment Authority (the Authority) as of and for the year ended March 31, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated September 28, 2023. Our report includes a reference to other auditors who audited the financial statement of the discretely presented component units, as described in our report on Kingsport Housing and Redevelopment Authority's financial statements. The financial statements of the discretely presented component units were not audited in accordance with *Government Auditing Standards*.

Report on Internal Control over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Kingsport Housing and Redevelopment Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.



Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Kingsport Housing and Redevelopment Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, and which are described in the accompanying schedule of findings and question cost as **Finding 2023-001**.

Kingsport Housing and Redevelopment Authority's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on Kingsport Housing and Redevelopment Authority's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned. Kingsport Housing and Redevelopment Authority's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

September 28, 2023

- t: (615) 309-8959
- f: (909) 825-9900
- 4068 rural plains circle #180
- franklin, tn 37064



Board of Supervisors
Kingsport Housing and Redevelopment Authority
Kingsport, TN

Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance

Independent Auditor's Report

Report on Compliance for Each Major Federal Program

Opinion of Each Major Federal Program

We have audited Kingsport Housing and Redevelopment Authority's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of Kingsport Housing and Redevelopment Authority's major federal programs for the year ended March 31, 2023. Kingsport Housing and Redevelopment Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Kingsport Housing and Redevelopment Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Kingsport Housing and Redevelopment Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Kingsport Housing and Redevelopment Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Kingsport Housing and Redevelopment Authority's federal programs.



Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Kingsport Housing and Redevelopment Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Kingsport Housing and Redevelopment Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Kingsport Housing and Redevelopment Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Kingsport Housing and Redevelopment Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Kingsport Housing and Redevelopment Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.



Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

September 28, 2023

Kingsport Housing and Redevelopment Authority

Schedule of Findings and Questioned Costs

For the Year Ended March 31, 2023

Section I Summary of Auditors' Results

Financial Statements

Type of auditors' report issued

Internal controls over financial reporting:

 Material weakness(es) identified

 Significant deficiency(ies) identified

Noncompliance material to financial statements noted

Federal Awards

Internal control over major federal programs

 Material weakness(es) identified

 Significant deficiency(ies) identified

Type of auditors' report issued on compliance for major federal programs

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)

Identification of major federal programs:

ALN(s)	Name of Federal Program or Cluster
14.871	Housing Choice Vouchers

Dollar threshold used to distinguish between type A and type B programs:

Auditee qualified as a low-risk auditee

Kingsport Housing and Redevelopment Authority

Schedule of Findings and Questioned Costs

For the Year Ended March 31, 2023

Section II Financial Statement Findings

2023-001	HUD Field Office Compliance Report	Compliance
Criteria:	In accordance with Government Auditing Standards (GAS) finding from other government audits must be report in the auditors' report when the audit is conducted under GAS.	
Condition:	Nashville, TN field office performed an onsite monitoring on May 15, 2023, and noted non-compliance with HUD policies and procedures resulting in a compliance report from the field office.	
Context:	HUD field office reviewed all internal policies, procurement process, financial policies, administrative plan and HCV program activity.	
Cause:	Most policy noncompliance was due to outdated policies not update for new HUD guidance.	
Effect:	Housing Authority must complete a Corrective Action Plan and submit the plan to the field office.	
Recommendations:	We recommend the Housing Authority complete the CAP and submit the CAP to the field office.	
Management Views:	Management agrees.	

Section III Federal Awards Findings

No findings to reported under 2CFR200 Section 516(a) of the Uniform Guidance

Kingsport Housing and Redevelopment Authority
Summary Schedule of Prior Year Findings and Questioned Costs
For the Year Ended March 31, 2023

Financial Statement Findings

Prior Year Findings Number	Findings Title	Status / Current Year Finding Number
N/A	There were no prior findings reported	N/A

Federal Award Findings and Questioned Costs

Prior Year Findings Number	Findings Title	Status / Current Year Finding Number
2022-001	REAC Unaudited Submission Deadline	Resolved

MANAGEMENT'S CORRECTIVE ACTION PLAN

Finding 2023-001 – HUD Field Office Compliance Report

Corrective Action Plan:

The Housing Authority has already began improvements based on the CAP from the HUD Field Office review. At the time of completion of this audit the CAP has already been sent back to our HUD Field Office Representative.

Person Responsible:

Bytha Kilgore, Director of Finance
(423) 378-2936

Anticipated Completion Date:

June 15, 2024

Bytha Kilgore
Director of Finance



**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Patrick W. Shull, the Mayor of Kingsport
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years 2021-2025 and/or Annual PHA Plan for fiscal year 2024-2025 of the Kingsport Housing & Redevelopment Authority is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Kingsport

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The State of Tennessee Consolidated Plan key goals provide for the development of decent housing, the development of suitable living environments, the expansion of economic opportunities, and the improvement of the effectiveness of programs. This is consistent with KHRA's mission to transform and empower our communities and help Tennesseans build communities of opportunity.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:

Patrick W. Shull

Title:

Mayor of Kingsport

Signature:

Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certifications of Compliance with
PHA Plan and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations
including PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 4/1/2024, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Kingsport Housing & Redevelopment Authority
PHA Name

TN006
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 20_24
 5-Year PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director
Terry W. Cunningham

Name Board Chairman
Seth Jervis

Signature

Date

Signature

Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Exhibit D.1

Fair Housing Goal: Nondiscrimination

PART I: NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as PHA policies, can prohibit discrimination based on other factors.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The PHA will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12; Executive Order 13988].

PHA Policy

The PHA does not identify any additional protected classes.

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Subject anyone to sexual harassment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

Providing Information to Families and Owners

The PHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

If an applicant or participant believes that any family member has been discriminated against by the PHA or an owner, the family should advise the PHA. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the PHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

Upon receipt of a housing discrimination complaint, the PHA is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]

PHA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

Exhibit D.1 Part 2 – Policies Related to Persons with Disabilities.

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA’s programs and services. This responsibility begins with the first contact by an interested family and continues through every aspect of the program.

PHA Policy

The PHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

A specific name and phone number of designated staff will be provided to process requests for accommodation.

The PHA will display posters and other housing information and signage in locations throughout the PHA’s office in such a manner as to be easily readable from a wheelchair.



2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. For example, reasonable accommodations may include making home visits, extending the voucher term, or approving an exception payment standard in order for a participant to lease an accessible dwelling unit.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an “undue financial and administrative burden” for the PHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

Types of Reasonable Accommodations

When needed, the PHA will modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the PHA range) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff





2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

PHA Policy

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.



2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the PHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the PHA will dispose of it. In place of the information, the PHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26].

The PHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's HCV operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the overall size of the PHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

PHA Policy

After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days.

If the PHA denies a request for an accommodation because it is no relationship, or nexus, found between the disability and the request accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal review (if applicable) or informal hearings (see Chapter 16).

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.





2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the PHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

PHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.



2-II.G. PHYSICAL ACCESSIBILITY

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2010-26 summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, the PHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.



2-II.H. DENIAL OR TERMINATION OF ASSISTANCE

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the PHA's informal review process and their right to request an informal review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process.

When a participant family's assistance is terminated, the notice of termination must inform them of the PHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.



Exhibit D.1 Part 3 -Improving Access to Services for Persons with LEP

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.



2-III.B. ORAL INTERPRETATION

The PHA will offer competent interpretation services free of charge, upon request, to the LEP person.

PHA Policy

The PHA will utilize a language line for telephone interpreter services.

When exercising the option to conduct remote briefings, informal reviews, or hearings, however, the PHA will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The PHA, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, the PHA will not rely on the minor to serve as the interpreter.

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

PHA Policy

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's Housing Choice Voucher program and services.

PHA Policy

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.





AGENDA ACTION FORM

Consideration of a Resolution to Purchase MityLite Chairs and Chair Trees for MeadowView Convention Center

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

Action Form No.: AF-390-2023
Work Session: December 18, 2023
First Reading: N/A

Final Adoption: December 19, 2023
Staff Work By: R. Jackson/B. Morelock
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will purchase 1700 Fold Flex ONE VX LX Folding Chairs and 29 Multi-Function Tree Carts from MityLite for \$157,228.

The chairs at MeadowView Conference Resort & Convention Center are original to the facility. Marriott staff are recommending the replacement of these chairs with the MityLite products. Funding is available from the Furniture Fixtures and Equipment sinking fund.

The products are expected to arrive late Q1. Existing chairs will be surplus.

The purchase is utilizing E&I Cooperative Services Contract#CNR01449.

Attachments:

1. Quote Acknowledgement
2. Resolution
3. Product Pictures

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MITYLITE PURSUANT TO E & I COOPERATIVE SERVICES CONTRACT No. CNR01149 FOR CHAIRS AND CHAIR TREES FOR USE BY MEADOWVIEW CONFERENCE RESORT & CONVENTION CENTER

WHEREAS, Meadowview Conference Resort & Convention Center staff recommends the replacement of the chairs which were purchased when the facility was built; and

WHEREAS, Meadowview would like to purchase 1700 Fold Flex ONE VX LX Folding Chairs and 29 Multi-Function Tree Carts from MityLite for \$157,228.00, utilizing E&I Cooperative Services Contract #CNR01149; and

WHEREAS, the city is a member E & I Cooperative Group, a cooperative purchasing group, that allows the city to purchase goods and services directly from holders of contracts with the network as authorized by T.C.A. Section 12-3-1205; and

WHEREAS, in order to purchase the furniture a purchase order needs to be issued to MityLite in the amount of \$157,228.00; and

WHEREAS, funding is available from the Furniture Fixtures and Equipment sinking fund.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to MityLite for the purchase of 1700 Fold Flex ONE VX LX Folding Chairs and 29 Multi-Function Tree Carts for use by Meadowview Conference Resort & Convention Center in the amount of \$157,228.00.

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

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Item XII4.

RODNEY B. ROWLETT, III, CITY ATTORNEY

Item XII.4.

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPort

Created On: 12/11/2023

Sales Quote Number: SQ43099

Mity Customer Number: C1211580

Page: 1 Of 1

Bill

To: City of Kingsport
Accounts Payable
415 Broad St.
Kingsport, TN 37660
United States

Sell

To: City of Kingsport
Brent Morelock
415 Broad St.
Kingsport, TN 37660
United States

Ship

To: Marriott Meadowview Conference
Receiving / Ramona Jackson
1901 Meadow View Parkway
Kingsport, TN 37660
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Payment Terms Pending	Scott Bean

Item No.	Description	UOM	QTY	Unit Price	Total Price
1LXFF06020200006300	FOLD FLEX ONE LX BKS BLK GBLK DILBLA FLEX ONE LX FOLDING CHAIR Frame Finish: Black Sand Seat & Back Color: Black Glides: Black Upholstery: Dillon - Black	Each	1700	\$80.00	\$136,000.00
CRTTREE1	MULTI FUNCTION TREE CART;MESH AND SWIFTSET FLDGCHRS Color: Black Sand Holds 96 SwiftSet Folding Chairs or 72 upholstered SwiftSet Folding Chairs or 72 FlexLite Chairs or 60 FlexOne CS Chairs or 72 FlexOne FX/LX Chairs	Each	29	\$732.00	\$21,228.00



****E&I contract #CNR01449****

THANK YOU FOR CHOOSING MITY!

Subtotal \$157,228.00
Sales Tax \$
Quote Total \$157,228.00

* **NET Pricing Applied.** * **Quotes are valid for 30-days.** * **Delivery is Dock-to-Dock.** * **Sales Tax may be applicable.**
* **Customer is responsible for offloading order at delivery time unless otherwise prearranged.**

***Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.**

* *Mity, Inc. charges a 3% processing fee for all credit card payments.*



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

Item XII4.

Signature:

Date:



Item XII4.

MITYLITE[®]

FlexOne LX Folding Chair



Item XII4.

flex-one™

MITYLITE®

Folding Chair Tree Cart



Item XII4.



AGENDA ACTION FORM

Consideration of Resolutions to Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport

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

Action Form No.: AF-383-2023
Work Session: December 18, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Robert Howell/Cheryl Toney
Presentation By: Lisa Winkle

Recommendation:

Approve separate resolutions, effective December 30, 2023, for each of the authorized depositories and designate the authorized official signatures for the accounts on deposit with each of the depositories and designate the officials authorized to execute banking transactions for the City of Kingsport.

Banks and Depositories Currently Holding City Funds

- Approve Resolution with Bank of Tennessee
- Approve Resolution with HomeTrust Bank
- Approve Resolution with First Horizon Bank National Association
- Approve Resolution with the State of Tennessee Local Government Investment Pool

Additional Banks and Depositories on Bid Request List

- Approve Resolution with FHN Financial
- Approve Resolution with First Bank and Trust
- Approve Resolution with Citizens Bank
- Approve Resolution with Truist Bank
- Approve Resolution with Regions Bank
- Approve Resolution with Renasant Bank

Executive Summary:

As a result of recent personnel changes, including the hiring of Robert Howell as Comptroller and the impending retirement of Accounting Supervisor Kathy Carver, it is necessary to provide new resolutions to the banks in order to designate authorized official signatures and designate officials to execute banking transactions.

Attachments:

1, Resolutions

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

Item XII.5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH BANK OF TENNESSEE

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Bank of Tennessee (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	
OR		

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII.5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH HOMETRUST BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That HomeTrust Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	
OR		

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII.5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH FIRST HORIZON BANK NATIONAL
ASSOCIATION

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That First Horizon Bank National Association (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	

OR

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH LOCAL GOVERNMENT INVESTMENT
POOL

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Local Government Investment Pool (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	

OR

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH FHN FINANCIAL

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That FHN Financial (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	
OR		

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII.5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH FIRST BANK & TRUST

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That First Bank & Trust (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	
OR		

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII.5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH CITIZENS BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Citizens Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	
OR		

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII.5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH TRUIST BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Truist Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	
OR		

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII.5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH REGIONS BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Regions Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	
OR		

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII.5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH RENASANT BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Renasant Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer or Comptroller or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Managers and the City Recorder/Treasurer, Comptroller, or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer Lisa E. Winkle

OR

Comptroller Robert A. Howell

OR

Accounting Supervisor Christy L. Bemrich

OR

Accounting Supervisor Scott A. LaNasa

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant City Manager	Jessica L. Harmon	
AND		
City Recorder/Treasurer	Lisa E. Winkle	
OR		
Comptroller	Robert A. Howell	
OR		
Accounting Supervisor	Christy L. Bemrich	
OR		

Accounting Supervisor

Scott A. LaNasa

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle
City Recorder/Treasurer
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after December 30, 2023, the public welfare requiring it.

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

Item XII.5.



AGENDA ACTION FORM

Consideration of a Resolution Approving a Cyber Security Plan for the City of Kingsport

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

Action Form No.: AF-354-2023
Work Session: December 19, 2023
First Reading: N/A
Final Adoption: December 19, 2023
Staff Work By: Bart Rowlett
Presentation By: McCartt/Rowlett

Recommendation:
Approve the resolution.

Executive Summary:
Pursuant to a change in state law by Public Chapter No. 1111, the City of Kingsport must approve and implement a Cyber Security Plan.

Title 7, Chapter 51 was amended, in part, by adding a new part, T.C.A. §7-51-2201 through §7-51-2205, which relates to municipalities that provide services to the public, such as water, and requires the municipality to implement a cyber security plan to provide for the protection of the utility's facilities from unauthorized use, alteration, ransom, or destruction of electronic data. This plan shall be assessed and updated every two years to address new threats.

Title 65, Chapter 4, part 1 is amended, in part, to define “Utility” to add the changes regarding the Cyber Security Plan implementation.

While the City’s utility department did previously promulgate and implement a Cyber Security Plan it is deemed advisable for the Board to take the additional step of formally adopting the plan.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A CYBER SECURITY PLAN FOR
THE CITY OF KINGSPORT

WHEREAS, Public Chapter No. 1111 amended various sections in Chapter 51 of Title 7 as well as sections in Chapter 4 of Title 65 of the Tennessee Code Annotated requiring utilities to adopt and implement a cyber security plan; and

WHEREAS, the plan is to provide for the protection of the utility's facilities from unauthorized use, alteration, ransom, or destruction of electronic data; and

WHEREAS, in or around April, 2023 utilities division working in conjunction with the information technology department promulgated and implemented a cyber security plan in accordance with Public Chapter No. 1111; and

WHEREAS, it is now deemed advisable for the board to formally adopt the cyber security plan in light of its application to multiple city departments.

Now therefore,

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

SECTION I. That the board hereby formally adopts the cyber security plan as more fully set forth herein:

Issue Date April 3, 2023	City of Kingsport, Tennessee Cyber Security Plan	Submitted by: Floyd Bailey, CIO
------------------------------------	-------------------------------------------------------------------	-------------------------------------------

Supersedes
All Previous

Purpose

The City of Kingsport, Tennessee Cyber Security Plan outlines the guidelines and provisions for preserving the security of the cities data and technological infrastructure for all departments.

Specifically, to include:

- 1) Water Services Department
- 2) Wastewater Services Department
- 3) Stormwater Department
- 4) Sanitation Department
- 5) Streets Department
- 6) Leisure Services
- 7) Finance Department
- 8) Information Technology Department
- 9) Fire Department
- 10) Police Department
- 11) Legal/Risk Department
- 12) Kingsport Area Transit Department
- 13) Purchasing Department
- 14) Building and Planning Department

Scope

The Plan applies to all employees, contractors and anyone who has permanent or temporary access to the City of Kingsport Assets, systems and software or hardware whether cloud based or on premise.

Plan Elements

I. Kingsport Cybersecurity Framework

The Cities IT network will be designed using the National Institute of Standards and Technology's (NIST) five recommended functional areas as specified below:

- A. **Identify:** Installation of hardware/software to identify abnormalities in the flow of information into, exiting and/or within the municipal network
- B. **Protect:** Installation of hardware/software and/or business practices to deter the infiltration and proliferation of malicious activity within the municipalities network
- C. **Detect:** Installation of hardware/software to identify malicious and/or abnormal network activity.
- D. **Respond:** Implement procedures and infrastructure to isolate network penetration when necessary and eliminate additional associated risks
- E. **Recover:** Installation of hardware/software and procedures to maintain "clean" versions of the cities digital infrastructure to facilitate quick recovery when needed.

II. Protection of personal and municipal devices and network access

Any digital device or access point used as an entrance to the municipalities technological infrastructure is to be vetted by IT and secured in a manner approved by the IT department. The following is a list of acceptable methods of providing this security:

- A. Multifactor authentication
- B. Frequent password change
- C. Municipal data access through secure/private networks approved and provided by the IT department only

III. Additional measures

- A. To further reduce the likelihood of security breaches, employees should:
 - 1. Report stolen, lost or damaged equipment to the IT department as soon as possible.
 - 2. Use complex passwords and change account passwords as required.
 - 3. Report a perceived security threat to the IT department or city management.
 - 4. Refrain from downloading suspicious, unauthorized or illegal software on municipal equipment.
 - 5. Avoid accessing suspicious websites.
 - 6. The City of Kingsport's Information Technology Cyber Security personnel and/or Network Manager will, among other related activities:
 - B. Implement network security and access authentication systems.
 - 1. Ensure the current state of security mitigation updates for software applications and equipment by
 - i. updating
 - ii. patch application
 - iii. firmware
 - iv. any other solution recommendations
 - 2. Arrange for security training for all employees on an ongoing basis
 - 3. Inform employees regularly about new scam emails or viruses and ways to combat them.
 - 4. Investigate security breaches thoroughly.

IV. The Notification, administration and oversight of this Plan is the responsibility of the IT department.

V. Department Managers are responsible implementing this Plan within their respective departments.

VI. Disciplinary action related to violations of this Plan shall be consistent with the standard procedures outlined in the Employee Handbook.

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

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

ADOPTED this the 19th day of December, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY