



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, April 15, 2025 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper

Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder
John Morris, Budget Director
Scott Boyd, Fire Chief

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

III. INVOCATION

1. Pastor Stephen Collins, Kingsport Community Church

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Dobyys-Bennett High School Wrestling Team (Alderman Cooper)
2. Fire Chief Scott Boyd (Chris McCartt)

VI. COMMENT

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

VII. APPOINTMENTS

- [1.](#) Consideration of Appointments to the Neighborhood Advisory Commission (AF-72-2025) (Mayor Montgomery)
- [2.](#) Consideration of Appointments to the Board of Zoning Appeals (AF-86-2025) (Mayor Montgomery)
- [3.](#) Consideration of Appointments to the Kingsport Higher Education Commission (AF-87-2025) (Mayor Montgomery)
- [4.](#) Consideration of Appointments to the Kingsport Housing and Redevelopment Authority (AF-88-2025) (Mayor Montgomery)

VIII. APPROVAL OF MINUTES

- [1.](#) April 1, 2025 - Business Meeting
- [2.](#) March 31, 2025 - Work Session

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

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

- [1.](#) Conduct a Public Hearing and Consideration of a Resolution to Approve the 2025-2026 CDBG Five-Year Consolidated Plan including Annual Action Plan (AF 93-2025) (Michael Price)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025 (AF-95-2025) (Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of a Budget Ordinance for Various Funds FY25 (AF-82-2025) (Chris McCartt)

XI. OTHER BUSINESS

- 1.** Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF-89-2025) (Ryan McReynolds)
- 2.** Consideration of a Resolution for City to Renew an Agreement with Icon Environmental, LLC for Services at Kingsport's Construction & Demolition Landfill (AF-92-2025) (Ryan McReynolds)
- 3.** Consideration of a Resolution Authorizing the Mayor to Execute an Agreement to Allow Goodwill Industries of Teneva Area, Inc. to Place a Container at City Convenience Centers to Collect Donated Items (AF-91-2025) (Ryan McReynolds)
- 4.** Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Tennessee Department of Health Project Diabetes Grant (AF-90-2025) (Michael Borders)
- 5.** Consideration of a Resolution to Approve the Purchase of Property Located at Netherland Inn Road (AF-99-2025) (Michael T. Borders)
- 6.** Consideration of a Resolution to Reject Proposals for Golf Equipment for Cattails (AF-100-2025) (Michael T. Borders)
- 7.** Consideration of a Resolution to Enter into an Agreement with RCX Sports for a NFL FLAG Football League (AF-101-2025) (Michael T. Borders)
- 8.** Consideration of a Resolution Accepting a Donation from the Bays Mountain Park Association for the Fox Den Playground (AF-102-2025) (Michael T. Borders)
- 9.** Consideration of a Resolution Authorizing an Agreement with Nfina for the Purchase of a High Availability Sever Cluster and Five Years of Support and Cloud Based Backup and Disaster Recovery Solution (AF-96-2025) (Floyd Bailey)
- 10.** Consideration of a Resolution Authorizing the Mayor to Sign a Right of Entry Form with the U.S. Army Corps of Engineers (AF-105-2025) (Ryan McReynolds)

XII. CONSENT AGENDA

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XIV. ADJOURN



AGENDA ACTION FORM

Consideration of Appointments to the Neighborhood Advisory Commission

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-72-2025
Work Session: April 14, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Adrienne Batara
Presentation By: Mayor Montgomery

Recommendation: Approve the appointments.

Executive Summary:

It is recommended to make the following appointments to the Neighborhood Advisory Commission.

Appoint: Caitlin Barton, Kathy Dockery, Thaddeus Noto and Heather Halsey

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of 12 members, all 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	Eligibility
Anitra Little	4/30/27	2	KPT Resident
Alanna Leonberg	4/30/27	2	KPT Resident
Laurie Christopher	4/30/26	1	KPT Resident
Morgan Hogate	4/30/26	Fulfilling unexpired term	KPT Resident
Amy Provance	4/30/26	1	KPT Resident
Ryan Shipley	4/30/26	1	KPT Resident
Brad Ollis	4/30/27	1	KPT Resident
Eddie Grills	4/30/27	1	KPT Resident
Christie Gott	4/30/25	1	KPT Resident
Tiffany Hickman	4/30/25	1	KPT Resident
Theresa Ann Fanning	4/30/25	1	KPT Resident
Josh Coffey	4/30/25	Fulfilling unexpired term	KPT Resident

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Anitra Little	4/30/27	2	KPT Resident
Alanna Leonberg	4/30/27	2	KPT Resident
Laurie Christopher	4/30/26	1	KPT Resident
Morgan Hogate	4/30/26	Fulfilling unexpired term	KPT Resident
Amy Provance	4/30/26	1	KPT Resident
Ryan Shipley	4/30/26	1	KPT Resident
Brad Ollis	4/30/27	1	KPT Resident
Eddie Grills	4/30/27	1	KPT Resident
Caitlin Barton	4/30/28	1	KPT Resident
Kathy Dockery	4/30/28	1	KPT Resident
Thaddeus Noto	4/30/28	1	KPT Resident
Heather Halsey	4/30/28	1	KPT Resident

Attachments:

1. Caitlin Barton - Application
2. Kathy Dockery - Application
3. Thaddeus Noto - Bio
4. Heather Halsey - Bio

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



Friday, March 21, 2025

Volunteer Application

Appointments for the City of Kingsport volunteer boards and commissions take place semi-annually in April and October, with applications being accepted in February for April appointments, and August for October appointments. Applications received late or for boards without vacancies will be held on file for one calendar year in case of unexpected vacancies.

Name

Caitlin Barton

E-mail

[REDACTED]

Phone Number

[REDACTED]

Address

[REDACTED]
[REDACTED]

Do you live within the Kingsport City Limits?

Yes

Length of Residency:

8 years

Employer:

NN, Inc

Employment Status:

Full Time

Occupational Background:

My career has been focused in the areas of Internal Audit and Corporate Compliance in the manufacturing industry. I have worked mostly in public companies with all levels of management and the board.

Educational Background:

BS, Accounting, Carson Newman University
MA, Christian Studies, Southeastern Seminary
Certified Internal Auditor (CIA)
Certified Fraud Examiner (CFE)

Thank you for your interest in serving the City of Kingsport. Please be aware of the meeting frequency, dates and times as well as characteristics of members before choosing which board you would like to serve on. Appointment to a board or commission will require your consistent attendance at regularly scheduled meetings.

Neighborhood Advisory Commission

Item VII1.

[A description of each board/commission and the characteristics of members can be found here.](#)

Have you ever applied to serve on a Kingsport board or commission?

No

Reason for Applying:

I love my community and would love the opportunity to give back.

Relevant Experience:

I have served on various committees within my business and my work experience building relationships around the world is also relevant.

Community Involvement:

I am heavily involved in our community here. I am very active in the foster care community and also heavily involved in various outreach and services through FBC Kingsport.

Please upload a recent biography and a professional photo.





Saturday, March 22, 2025

Volunteer Application

Appointments for the City of Kingsport volunteer boards and commissions take place semi-annually in April and October, with applications being accepted in February for April appointments, and August for October appointments. Applications received late or for boards without vacancies will be held on file for one calendar year in case of unexpected vacancies.

Name Kathy Dockery

E-mail

[REDACTED]

Phone Number

[REDACTED]

Address

[REDACTED]
[REDACTED]

Do you live within the Kingsport City Limits?

Yes

Length of Residency:

30 years

Employer:

Tetired

Employment Status:

Retired

Occupational Background:

RDA.

Educational Background:

High School vocational.

Thank you for your interest in serving the City of Kingsport. Please be aware of the meeting frequency, dates and times as well as characteristics of members before choosing which board you would like to serve on. Appointment to a board or commission will require your consistent attendance at regularly scheduled meetings.

Neighborhood Advisory Commission

[A description of each board/commission and the characteristics of members can be found here.](#)

Have you ever applied to serve on a Kingsport board or commission?

No

Item VII1.

Reason for Applying:

Just interesting. Help community

Relevant Experience:

None

Community Involvement:

None except being apart of community

Please upload a recent biography and a professional photo.



Thaddeus Noto, M.Div., LPC, MAC, C-DBT, MPA received his Master of Divinity in Christian Care and Counseling degree from Emmanuel Christian Seminary at Milligan University in Johnson City, TN, and is licensed in Tennessee as a Professional Counselor and a Mandatory Pre-screening Agent. For 8 years he was the Clinical Supervisor at Comprehensive Community Services Treatment Center, a "Co-occurring Capable" residential addictions treatment facility in Kingsport, TN. and currently serves as Interim Clinical Director. Previously, he was the Geropsych Therapist at Indian Path Medical Center, a therapist at Woodridge Psychiatric Hospital in Johnson City, TN and Indian Path Pavilion in Kingsport, and worked for several years with Frontier Health as a therapist at Bristol Regional Counseling Center and at Johnson County Community Counseling Center. Since June 2013, he has been in private practice as a Christian counselor doing business as Appalachian Christian Counseling. Prior to entering the counseling profession, Thad was in the pastoral ministry serving churches in Kansas, New York and Tennessee. He also served as a volunteer chaplain at Johnson City Medical Center for 10 years. He did doctoral work at Argosy University - Sarasota in the Ed. D. in the Counseling Psychology program working on a dissertation on borderline personality disorder. He is a nationally certified Master Addiction Counselor, Level 2 in Gottman is working on his dissertation on personality disorders Method Relationship Counseling and is a Certified Dialectical Behavior Therapist.

Heather Halsey, Realtor®

Licensed in TN & VA | Halsey Homes Property Group

Born and raised in East Tennessee, I have a deep-rooted passion for helping people find their perfect home in this beautiful region. With nine years of experience in real estate, I am licensed in both Tennessee and Virginia, working alongside my husband, Casey, as part of Halsey Homes Property Group. Together, we bring a wealth of knowledge and dedication to every client we serve.

Beyond real estate, my life revolves around faith, family, and community. My husband and I are actively involved in **Grace Point Fellowship**, where we find great joy in serving and connecting with others. We are proud supporters of our local high school, cheering on the **Dobyns-Bennett Indians**, and we never miss a chance to root for the **Tennessee Volunteers – GO VOLS!**

When I'm not helping clients buy or sell homes, you'll likely find me at the baseball field supporting our son or watching our daughter shine on the dance floor. Real estate isn't just my career—it's my passion, and I take pride in making every transaction as smooth and stress-free as possible for my clients.

If you're looking to buy or sell in the Tri-Cities area, I'd love to help you make your next move with confidence!



AGENDA ACTION FORM

Consideration of Appointments to the Board of Zoning Appeals

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-86-2025
Work Session: April 14, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Ken Weems
Presentation By: Mayor Montgomery

Recommendation:

Approve the appointments.

Executive Summary:

It is recommended to make the following appointments to the Board of Zoning Appeals.

Reappoint Bill Sumner and appoint Hoyt Denton and Joshua Taylor

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The board has increased to seven members, all residents of the City of Kingsport. Terms are three years, with no term limit.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	12/31/24	4	KPT Resident
Tracey Childress Cleek	12/31/25	2	KPT Resident
Joe White	12/31/25	2	KPT Resident
Calvin Clifton	12/31/26	3	KPT Resident
Wesley Combs	12/31/26	1	KPT Resident

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	4/30/28	5	KPT Resident
Tracey Childress Cleek	12/31/25	2	KPT Resident
Joe White	12/31/25	2	KPT Resident
Calvin Clifton	12/31/26	3	KPT Resident
Wesley Combs	12/31/26	1	KPT Resident
Hoyt Denton	4/30/28	1	KPT Resident
Joshua Taylor	4/30/28	1	KPT Resident

Attachments:

1. Bill Sumner - Application
2. Hoyt Denton - Application
3. Joshua Taylor - Bio

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



Monday, March 24, 2025

Volunteer Application

Appointments for the City of Kingsport volunteer boards and commissions take place semi-annually in April and October, with applications being accepted in February for April appointments, and August for October appointments. Applications received late or for boards without vacancies will be held on file for one calendar year in case of unexpected vacancies.

Name

Bill Sumner

E-mail

[REDACTED]

Phone Number

[REDACTED]

Address

[REDACTED]
[REDACTED]

Do you live within the Kingsport City Limits?

Yes

Length of Residency:

65 years

Employer:

Bell Helicopter

Employment Status:

Full Time

Occupational Background:

Mechanical engineer

Educational Background:

BSME Tenn Tech
MBA ETSU

Thank you for your interest in serving the City of Kingsport. Please be aware of the meeting frequency, dates and times as well as characteristics of members before choosing which board you would like to serve on. Appointment to a board or commission will require your consistent attendance at regularly scheduled meetings.

Board of Zoning Appeals

[A description of each board/commission and the characteristics of members can be found here.](#)

Have you ever applied to serve on a Kingsport board or commission?

Yes

If you served on a board or commission in the past, which one and how many terms did you serve?

BZA. several. 10+ years

Reason for Applying:

Would like to continue on the board. We have done an excellent job working with all applicants with solid decisions backed up by facts. It is very rewarding to play a small part in growing the city

Relevant Experience:

Engineering background helps a lot Past few years have been very educational. I have a very good grasp of how the board functions.

Community Involvement:

Board Kingsport Salvation Army, Kingsport Inventor Center, Kingsport Chamber of Commerce; President St Luke Methodist Church Inc. several years on NETWORKS with 4 years as chairman.

Please upload a recent biography and a professional photo.



William P. Sumner P.E.

Bill Sumner is a native and life-long resident of Kingsport. He graduated from Dobyns Bennett in 1978, where he played football and was a National Merit Semi-Finalist. Since graduating with honors in Mechanical Engineering from Tennessee Tech University, Bill has held engineering, engineering management and manufacturing management positions most notably with Texas Instruments, Raytheon Missile Systems and Alenia/SKF. He received his MBA from East Tennessee State in 1990, and has over thirty years of management, business and manufacturing experience which has led to technology and financial success. He is a registered professional engineer in Tennessee, as well as a Six Sigma Black Belt. Bill most recently served as the Sr. Engineering Manager for Bell Textron in Piney Flats. He has received multiple innovation awards: the Larry Bell Pioneer Award and the Textron Chairman's Award for Innovation, and is a graduate of Textron's Growth Leadership Program at The Ohio State University. He holds six United States Patents in the area of Helicopter Design.

Bill currently serves Kingsport as Chairman of the Board of Zoning Appeals and is past Board Chairman of NETWORKS Sullivan County Partnership, serving for four years after several years as a board member. He also serves on the boards for Greater Kingsport Salvation Army, The Inventor Center and the Kingsport Chamber of Commerce Foundation/KOSBE Chair. He is a past member of the Kingsport Farmers Market, providing landscaping trees to the community for many years.

Bill is a lifetime member of St. Luke's Methodist Church on Center St., serves on the administrative board and is President of the Corporate Board.

He has two grown children, Sarah Simerly of Johnson City and Will Sumner of Portland OR, and is a proud grandfather.



Monday, March 24, 2025

Volunteer Application

Appointments for the City of Kingsport volunteer boards and commissions take place semi-annually in April and October, with applications being accepted in February for April appointments, and August for October appointments. Applications received late or for boards without vacancies will be held on file for one calendar year in case of unexpected vacancies.

Name

Hoyt Denton

E-mail

[REDACTED]

Phone Number

[REDACTED]

Address

[REDACTED]
[REDACTED]

Do you live within the Kingsport City Limits?

Yes

Length of Residency:

61 years

Employer:

Self employed

Employment Status:

Full Time

Occupational Background:

Eastman retiree and a former member of Kingsport planning board, former Kingsport alderman. Presently owner of Gateway Self Storage with five locations in the city of Kingsport.

Educational Background:

BS and MS in Industrial Engineering from the University of Tennessee.

Thank you for your interest in serving the City of Kingsport. Please be aware of the meeting frequency, dates and times as well as characteristics of members before choosing which board you would like to serve on. Appointment to a board or commission will require your consistent attendance at regularly scheduled meetings.

Board of Zoning Appeals

[A description of each board/commission and the characteristics of members can be found here.](#)

Have you ever applied to serve on a Kingsport board or commission?

Yes

If you served on a board or commission in the past, which one and how many terms did you serve?

Several terms on planning commission and one term as alderman.

Reason for Applying:

Want to have a better understanding of what is happening in our city.

Relevant Experience:

Previously stated.,

Community Involvement:

This has been previously stated. (Plus an active member of the Saturday morning PICK Committee.)

Please upload a recent biography and a professional photo.



J O S H U A T A Y L O R

PROFESSIONAL

SENIOR MECHANICAL ENGINEER

EASTMAN CHEMICAL COMPANY 2014 - PRESENT

- Led and supported projects related to steam, cooling water, refrigeration, air, nitrogen, machine design, heat transfer fluids, and HVAC.
- Designed utility systems for new capital projects (500K-40M USD) and debottlenecking efforts.
- Modeled plant wide utility distribution piping networks and chemical process networks and provided insight to debottlenecking and troubleshooting.
- Served as staff engineer for five natural gas boilers and auxiliary equipment and seven coal fired boilers with waste streams.
- Served as environmental and process safety coordinator.
- Interfaced between operations, maintenance, capital project managers, and plant engineering.
- Served as staff/project engineer over capital and expense projects related to powerhouse support – boiler tube replacements, condenser retube, VFD retrofits, capital process improvements, energy conservation projects, control retrofits, combustion logic/tuning.
- Responsible for: identifying process improvements, troubleshooting and scoping projects, estimating projects, submitting for funding, project execution, as well as piping, boiler, and burner inspections.
- Served as capital coordinator for Power Department at Eastman TNO
- Mentored multiple co-ops, interns, and new hires.

LAB TECHNICIAN

EASTMAN CHEMICAL COMPANY 2011-2012

- Evaluated coating systems containing Eastman raw materials using appropriate analytical and physical ASTM D testing methods.
- Managed collection, entry, and appropriate storage of experimental data.
- Documented technical results in the form of technical reports and project updates.



EDUCATION & LICENSES

PROFESSIONAL ENGINEER

Tennessee
2018

M.S. MECHANICAL ENGINEERING

North Carolina State University
2016-2018

B.S. MECHANICAL ENGINEERING

University of Tennessee - Knoxville
2012-2014

B.S. BIOLOGY

East Tennessee State University
2006-2011

KEY SKILLS

Project Management
Cross discipline engagement
Engineering Studies
Construction Management
Fluid modeling
SolidWorks
EPA compliance / emissions
MicroStation
PI / PI Vision
B31.3 and 31.1
NFPA 85
SAP
PHA



AGENDA ACTION FORM

Consideration of Appointments to the Kingsport Higher Education Commission

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-87-2025
Work Session: April 14, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Jessica Harmon
Presentation By: Mayor Montgomery

Recommendation: Approve the appointments.

Executive Summary:

It is recommended to make the following appointments to the Kingsport Higher Education Commission.

Appoint: Madison Greene, Brian Tate and Timothy Davies

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of ten members with four being appointed by the Board of Mayor and Aldermen. Terms are four years, with members serving no more than two consecutive terms.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Paula Bulcao	4/30/25	1	Community Member
Dennis Phillips	4/30/25	1	Community Member
Miles Burdine	4/30/25	1	Community Member
Dr. MaryLee Davis	4/30/28	2	Community Member
Mayor Paul Montgomery	Term of Office		Mayor
Chris McCartt	Term of Office		City Manager
Dr. Jeff McCord	Term of Office		NESCC President
Dr. Chris Hampton	Term of Office		Supt. Of Schools
Clay Walker	Term of Office		NETWORKS
Jessica Harmon	Term of Office		City Staff

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Madison Greene	4/30/29	1	Community Member
Brian Tate	4/30/29	1	Community Member
Timothy Davies	4/30/29	1	Community Member
Dr. MaryLee Davis	4/30/28	2	Community Member
Mayor Paul Montgomery	Term of Office		Mayor
Chris McCartt	Term of Office		City Manager
Dr. Jeff McCord	Term of Office		NESCC President
Dr. Chris Hampton	Term of Office		Supt. Of Schools
Clay Walker	Term of Office		NETWORKS
Jessica Harmon	Term of Office		City Staff

Attachments:

1. Bio – Madison Greene
2. Bio – Brian Tate
3. Bio – Timothy Davies

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

Madison Greene

Madison was born in Laconia, New Hampshire, but has proudly spent 28.5 of her 29 years in the Tri-Cities. She is a graduate of Daniel Boone High School and graduated from East Tennessee State University in 2021 with a degree in Public Relations.

After graduation, Madison joined the staff at your Kingsport Chamber, where she works as the Communications & Events Manager for the Chamber's Government Relations, Education & Workforce Development and Small Business Programs. She is an alumna of the Gamma Phi chapter of Alpha Delta Pi sorority and a lifelong member of Boones Creek Christian Church.

Madison currently serves the Kingsport community through her involvement in the **Strong ACC Early Care and Education Workgroup**, the **City of Kingsport and KHRA Employee Dependent Scholarship Board**, the **First Presbyterian Daycare Board** and volunteer efforts through **PEAK Young Professionals**.

Outside of work, Madison likes to ski, travel, play boardgames with friends and spend time with her husband Will, her son Preston and her miniature goldendoodle, Milo.

Brian K. Tate, PhD

[REDACTED]

[REDACTED]

[REDACTED]

EDUCATION

PhD (2010) Mathematics/Mathematics Education, December 2010, University of Tennessee-Knoxville.

Ed.S. (2005) Curriculum and Instruction, Lincoln Memorial University, Area of Socio-Economic Studies and Curriculum Design.

M.ED. (1997) Educational Leadership and Policy Analysis, East Tennessee State University, Area of Supervision and Administration.

B.S. (1991) Business Education, East Tennessee State University.

PROFESSIONAL WORK EXPERIENCE

Principal, Dobyns-Bennett High School, Kingsport, Tennessee, 2022-present

Assistant Principal, Dobyns-Bennett High School, Kingsport, Tennessee, 2011-2022

Master Scheduling Advisory Group, State of Tennessee, 2017

TNCPE Examiner, Tennessee Center for Performance Excellence, 2014

edTPA Examiner/Scorer, Pearson, Inc, 2012

Math Teacher, Dobyns-Bennett High School, Kingsport, Tennessee, 2008-2011

Adjunct Professor, East Tennessee State University, Johnson City, Tennessee, 2006-2012

State Textbook Commission, Chairman 2014-2016, State of Tennessee, 2010-2016

Mathematics Textbook Reviewer, State of Tennessee, 2004,2010.

Mathematics Curriculum Specialist, East Tennessee State University, Center for Excellence in Science and Mathematics, Johnson City, Tennessee, 2007-2008.

Interim Principal, Volunteer High School, Church Hill, Tennessee, 2001

Assistant Principal, Volunteer High School, Church Hill, Tennessee, 2000-2006.

Curriculum Team Member, Physical Education and Wellness, State of Tennessee, 2004.

Math Team Leader, Appalachia Educational Laboratory, Arlington, Virginia, 1999-2007.

Math Teacher, Volunteer High School, Church Hill, Tennessee, 1991-2000

Grant Evaluator, State of Tennessee, 1998-2002

Presentations

- 2021: *What Does a Grade “MEAN”*
- 2019: *Proficiency Based Grading at Dobyns-Bennett High School-Geometry*
- 2018: *Proficiency Based Grading at Dobyns-Bennett High School-Algebra*
- 2016: *No Textbook Needed*
- 2015: *ACT Strategies*
- 2013: *Say NO to a canned Curriculum*
- 2011: *New Teacher Advice*
- 2009: *What is Concrete to Abstract*
- 2008: *Strategies for a Successful High School Math Student.*
- 2007: *Applets for use in the mathematics classroom.*
- 2007: *Mathematics Advice for Early Childhood Educators.*
- 2007: *Hands On Mathematics.*
- 2006: *You Can Be a Teacher!*
- 2005: *A Summer Institute for Middle and Secondary Teachers: You Can Teach It, We Can Help: Gateway Algebra*
- 2004: *A Summer Institute for K-8 teachers: You Can Teach It, We Can Help: Standards-based Instructional Strategies in Mathematics.*
- 2003: *Assessment in the Standards-based Mathematics Classroom.*
- 2002: *Tennessee’s New Mathematical Standards: Foundations for Gateway Success*
- 2001: *Tennessee’s New Mathematical Standards: An Introduction to the new Mathematics Curriculum*
- 2000: *Using the Graphing Calculator in Middle School Mathematics*
- 1999: *Mathematics Activities for the K-8 Classroom.*
- 1998: *Using comedy and Magic to increase attention in a math classroom.*
- 1997: *It’s No Joke: Math magic and your classroom.*
- 1994: *Peer Tutoring and the effects on student performance at Volunteer High School.*

Affiliations and Credentials

National Council of Teachers of Mathematics (NCTM)

National Council of Supervisors of Mathematics (NCSM)

Professional Educators of Tennessee (PET)

Association for Supervision and Curriculum Development (ASCD)

National Association of Secondary School Principals (NASSP)

Tennessee Association of Secondary School Principals (TASSP)

Licensed Professional Teacher (Tennessee-Mathematics, Accounting, Business)

Licensed Occupational Teacher (Radio/TV Broadcasting)

Licensed Professional Administrator (Tennessee)

Licensed Supervisor and Superintendent (Tennessee)

Adobe Visual Design Certified

Adobe Video Design Certified

Adobe Premiere Certified

Adobe Photoshop Certified

Adobe Indesign Certified

Timothy Gray Davies

Education

1970	Ph.D.	Michigan State University Community College Leadership Cognate: Anthropology
1966	M.A.	Eastern Michigan University English and Administration
1964	B.A.	Adrian College English Cognates: Mathematics and speech

Professional Experience

2007-2023	Rector and Priest, St. Andrew's Anglican Church Retired July 31, 2023 3325 McCann Avenue Cheyenne, Wyoming 82001
2004-2015	Professor Colorado State University Retired June 30, 2015
2006-2009	Director, School of Education Colorado State University
1995-2004	Associate Professor Colorado State University Program Chair, Community College Leadership
1994-1995	President, The Davies Associates Private consulting group
1991-1994	President Jamestown Community College Jamestown, New York
1985-1991	President Laramie County Community College Cheyenne, Wyoming
1976-1985	Dean of Faculty

Polk Community College
Winter Haven, Florida

1973-1976	Visiting Professor University of Michigan Program Chair, Doctor of Arts in English Ann Arbor, Michigan
1970-1973	Dean of Humanities Miami-Dade Community College Miami, Florida
1969-1970	Graduate Research Assistant Michigan State University East Lansing, Michigan
1967-1969	Division Director Basic Studies Program Tarrant County Junior College Fort Worth, Texas
1965-1967	Department Head, Communications Macomb County Community College Warren, Michigan
1963-1965	Faculty Schoolcraft Junior College Livonia, Michigan

Refereed Publications—Blind Review (48)

Davies, T.G., Dickmann, E., Harbour, C.P., & Banning, J.H. (2011) Community college dissertations-2004: A bounded qualitative meta study. Community College Journal of Research and Practice.

Grasmick, L., Davies, T.G., & Harbour, C.P. (2011). Participative leadership: Perspectives of community college presidents. Community College Journal of Research and Practice.

Crossen, R.T., Harbour, C.P., & Davies, T.G. (2011). Breaking the glass: How one community college moved its strategic plan from the display case to the desktop and changed its culture of institutional decision making in the process. Community College Journal of Research and Practice.

Harbour, C.P., Davies, T.G., & Gonzales-Walker, R. (2010). The accountability network: Understanding iunstitutional accountability at Aspen Grove Community College.

Spaulding, S., Banning, J.H., Harbour, C.P., & Davies, T.G. (2009). Drama: A comparative analysis of individual narratives. The Qualitative Report. Vol. 14, No. 3, September 2009, 525-565.

Bambara, C.S., Harbour, C.P., Davies, T.G., & Athey, S. (2009). Delicate engagement: The lived experience of community college students enrolled in high risk courses. Community College Review. Vol. 36, No. 3, 219-238.

Ginsberg, R. and Davies, T.G. (2007). The Human Side of Leadership: Navigating Emotions at Work. Praeger Publishers, Westport, CT.

Stoeckel, P.R. and Davies T.G. (2007). Reflective leadership by selected community college presidents. Community College Journal of Research and Practice. 31. 895-912.

Anderson, S.K., Harbour, C.P., and Davies T.G. (2007). Professional Ethical Identity Development and Community College Leadership. David Hellmich (Ed.). Anker Publication: Bolton, MA.

Harbour, C.P., Anderson, S.K., and Davies T.G. (2007). Compromised Professional Ethical Identity Development in Community College Leadership. David Hellmich (Ed.). Anker Publication: Bolton, MA.

Hegeman, D., Davies, T.G., & Banning, J.H. (2007). Community colleges' use of the web to communicate their mission: Slights of commission and omission. Community College Journal of Research and Practice. 31. No. 2, (February 2007), 129-147.

Veltri, S., Banning, J.H., & Davies, T.G. (2006). The community college classroom environment: Student perceptions. College Student Journal.

Arzy, M.R., Davies, T.G., & Harbour, C. P. (2006) Low income students: Their lived university campus experiences pursuing baccalaureate degrees with private foundation scholarship assistance. College Student Journal.

Harbour, C.P., Davies, T.G., & Lewis, C.W. (2006). Colorado's voucher legislation and the consequences for community colleges. (2006). Community College Review.

Lehmann, J. P., Davies, T. G., & Laurin, K. M. (2005). Listening to student voices about postsecondary education. In Karen L. Freiberg (Ed.), *Annual Editions: Educating Exceptional Children*, (16th ed., Unit 11 # 34). Columbus, OH: McGraw-Hill. (reprint of 2000 article).

Ginsberg, R., Davies, T.G., & Quick, D. (2004). Crossing North American Boundaries to Meet Mutual Needs: A Public-Private Higher Education Partnership. Sam Mitchell (Ed.). Edwin Mellen, Publisher.

Lewis, C., Ginsberg, R., Davies, T.G., & Smith, K. (2004). The experiences of African American Ph.D. students at a predominantly white Carnegie I institution. College Student Journal.

Lehmann, J. P., Davies, T. G., & Laurin, K. M. (2004). Listening to student voices about postsecondary education. In Karen L. Freiberg (Ed.), *Annual Editions: Educating Exceptional Children*, (15th ed., Unit 11 # 33). Columbus, OH: McGraw-Hill. (reprint of 2000 article).

Davies, T.G., Quick, D., & Banning, J.H. (Eds.). (2003). Community College Journal of Research and Practice: Special Edition: "A Meta-Study of the Scholarship in the Community College Journal of Research and Practice: A Focus on the Underrepresented."

Davies, T.G., Harbour, C., & Banning, J.H. (2003). Introduction. Community College Journal of Research and Practice.

Davies, T.G., Safarik, L., & Banning, J.H. (2003). The deficit portrayal of underrepresented populations on community college campuses: A cross case analysis. Community College Journal of Research and Practice.

Feller, R. & Davies, T.G. (2003) Contemporary issues changing the career planning context. Thomas F. Harrington (Ed.), A Handbook of Career Planning for Students with Special Needs, Third Edition. Pro-ed Press.

Ginsberg, R. & Davies T. (2003). The emotional side of leadership. In N. Bennett, M. Crawford & M. Cartwright, eds. Leadership of Effective Education. London: Sage Publications.

Davies, T.G. (2003). Experiencing diversity in distance learning. William Timpson (Ed.), Teaching Diversity: Challenges and Complexities, Identities and Integrity. Atwood Press.

Gillum, F. & Davies, T.G. (2003). Community college graduates earning power. Community College Journal of Research and Practice, 27, 239-252.

Lehmann, J. P., Davies, T. G., & Laurin, K. M. (2002). Listening to student voices about postsecondary education. In Karen L. Freiberg (Ed.), *Annual Editions: Educating Exceptional Children, (15th ed., Unit 11 # 33).* Columbus, OH: McGraw-Hill. (reprint of 2000 article).

Hadden, C. & Davies, T.G. (2002). From innovation to institutionalization: the role of administrative leadership in the assessment process. Community College Journal of Research and Practice, 26, 243-260.

Davies, T. G. & Quick, D.G. (2001). Reducing distance through distance learning: The community college leadership program at Colorado State University. Community College Journal of Research and Practice, 25, 607-619.

Lehmann, J. P., Davies, T. G., & Laurin, K. M. (2001). Listening to student voices about postsecondary education. In Karen L. Freiberg (Ed.), *Annual Editions: Educating Exceptional Children, (14th ed., Unit 11 # 32).* Columbus, OH: McGraw-Hill. (reprint of 2000 article).

Maypole, J. & Davies, T.G. (2001). Students' perceptions of constructivist learning in a community college American History II survey course.. Community College Review, 29, 54-79.

Davies, T. G. & Kratky, R. A. (2000). Vital connections transfer program: Learning the transfer process from the transfer student. College Student Journal, 34, 409-416.

Anderson, S.K. & Davies, T.G. (2000). An ethical decision-making model: A necessary tool for community college presidents and their boards of trustees. Community College Journal of Research and Practice, 24, 711-727.

Lehmann, J.P., Davies, T.G., & Laurin, K.M. (2000). Listening to student voices about postsecondary education. TEACHING Exceptional Children, 32, 60-65.

Banning, J.H., Davies, T.G., & Quick, D.G. (2000, October). The campus web visit. Student Affairs On-Line [On-Line serial], 1, (3). Available E-Mail: studentaffairs.com/ejournal/

Rolle, K.A., Davies, T.G., & Banning, J.H. (2000). African American administrators' experiences in predominantly white colleges and universities. Community College Journal of Research and Practice, 24, 79-94.

Feller, R. & Davies, T.G. (Eds.) (1999). Career Planning and Adult Development Journal: Special Issue: Innovative Models of Teaching Career Counselors.

Davies, T.G. & Feller, R. (1999). Community colleges need comprehensive career assistance centers. Career Planning and Adult Development Journal: Special Issue: Innovative Models of Teaching Career Counselors 15, 43-51.

Feller, R. & Davies, T.G. (1999). Elevating career development in counselor education's pecking order. Career Planning and Adult Development Journal: Special Issue: Innovative Models of Teaching Career Counselors 15, 87-97.

Feller, R. & Davies, T. G. (1999). Career development for all. Albert Pautler (Ed.), Workforce Education: Issues for the New Century. Prakken Publications, Inc.

Davies, T. G., & Casey, K. L. (1999). Transfer student experiences: Comparing their academic and social lives at the community college and university. College Student Journal 33, 60-71.

Quick, D. & Davies, T. G. (1999). Community college faculty development: Bringing technology into instruction. Community College Journal of Research and Practice, 23, 641-653.

Davies, T. G., & Casey, K. L. (1998). Student perceptions of the transfer process: Strengths, weaknesses, and recommendations for improvement. Journal of Applied Research in the Community College, 5, 101-110.

Danzig, A., Cobb, B., Davies, T. G., Mantle-Bromley, C., & Miser, A. (1998). The politics of accountability in school-to-career programs. In R.J.S. Macpherson (Ed.), The politics of accountability: Educative and international perspectives. Thousand Oaks: Corwin Press.

Danzig, A., Cobb, B., Davies, T. G., Mantle-Bromley, C., & Miser, A. (1998). The politics of accountability in school-to-career programs. Educational Policy, 12, 67-83.

Davies, T. G. & Dickmann, E. M. (1998). Can we hear them? Do we listen?: Student voices in the transfer process. Community College Journal of Research and Practice, 22, 541-557.

Davies, T. G. (1997). Blending learning modalities: A return to the “high tech/high touch” concept. Technological Horizons in Education Journal, 24 (10), 66-68.

Davies, T. G. & Chalhian, S. L. (1966). “What I meant to say was....”. Dubuque: Wm. C. Brown, Inc.

Davies, T. G. (1966). The symposium. In T. G. Davies & S. L. Chalhian (Eds.), “What I meant to say was....”. Dubuque: Wm. C. Brown, Inc.

Other Publications

Davies, T. G. (author and presenter). (1996). Community college foundations [Film]. (Available from Colorado State University, Office of Instructional Services, Fort Collins).

Davies, T. G. (Ed.). (1996). Bibliography for the community college leadership program. Colorado State University, Fort Collins.

Davies, T. G. (Ed.). (1996). Community College Finance. Colorado State University, Fort Collins.

Davies, T. G. (1996). Program proposal for the Ph.D. in community college leadership. Colorado State University, Fort Collins.

State, Regional, and National Presentations

Harbour, C.P., Davies, T.G., & Gonzales, R. (2006, April). A case study concerning campus and community perceptions of a community college accountability environment. Paper presented at the annual meeting of the American Educational Research Association, San Francisco.

Lujan, L., Harbour, C.P., Davies, T.G., & Banning, J.H. (2006, April). The stories of ‘successful’ female, nontraditional, first generational community college students. Paper presented at the annual meeting of the American Educational Research Association, San Francisco.

Youngblood, K., Davies, T.G., Harbour, C.P., & Banning, J.H. (2006, April). A multiple case study of the governing boards of two multi-level collaborations. Paper presented at the annual meeting of the Council for the Study of Community Colleges, Long Beach, CA.

Harbour, C.P., Davies, T.G., & Gonzales, R. (2006, April). A case study concerning campus and community perceptions of a community college accountability environment. Paper presented at the annual meeting of the Council for the Study of Community Colleges, Long Beach, CA.

Lujan, L., Harbour, C.P., Davies, T.G., & Banning, J.H. (2006, April). The stories of 'successful' female, nontraditional, first generational community college students. Paper presented at the annual meeting of the Council for the Study of Community Colleges, Long Beach, CA.

Arzy, M.R., Davies, T.G., & Harbour, C. P. (2005, April) Low income students: Their lived university campus experiences pursuing baccalaureate degrees with private foundation scholarship assistance. American Educational Research Association annual meeting, Montreal, Canada

Harbour, C.P. & Davies, T.G. (2005, April). A hermeneutic interpretation of Colorado's voucher legislation and it implications for community colleges. American Educational Research Association annual meeting, Montreal, Canada.

Crossen, R., Harbour, C.P., & Davies, T.G. (2005, April). The use of institutional information in the strategic planning process at a community college. American Educational Research Association annual meeting, Montreal, Canada.

Stoeckel, P., Davies, T.G., & Harbour, C.P. (2005, April). Reflective leadership by selected community college presidents. American Educational Research Association annual meeting, Montreal, Canada.

Arzy, M.R. & Davies, T.G. (2005, April) Low income students lived experiences pursuing degrees with private foundation scholarship assistance. Council for the Study of Community Colleges, Boston, Massachusetts.

Harbour, C.P. & Davies, T.G. (2005, April). Issues concerning the implementation of Colorado's voucher and fee for service program the implications for community colleges. Council for the Study of Community Colleges, Boston, Massachusetts.

Grasmick, L. & Davies, T.G. (2005, April). Toward a grounded theory: Perspectives of community college presidents. Council for the Study of Community Colleges, Boston, Massachusetts.

Stoeckel, P. & Davies, T.G. (2005, April). Reflective leadership by selected community college presidents. Council for the Study of Community Colleges, Boston, Massachusetts.

Lewis, C., Ginsberg, R., Davies, T.G., & Smith, K. (2003, November). The experiences of African American Ph.D. students at a predominantly white Carnegie I institution. Paper presented at the Eighth Annual 2003 People of Color in Predominantly White Institutions: Affirmative Approaches to Ensuring Diversity Conference. Lincoln, Nebraska.

Ginsberg, R., Davies, T.G., & Quick, D. (2003, April). Crossing North American boundaries to meet mutual needs: A public-private higher education partnership. Paper presented at the American Educational Research Association annual meeting, Chicago, Illinois

Gillum, F.S. & Davies, T.G. (2002, April). Future earning power of community college students. Paper presented at the American Education Research Association annual meeting. New Orleans, Louisiana.

Davies, T.G. (2002, March). Leadership from all points of the campus: What lies ahead in the next decade. Paper presented at The Wyoming Community College Regional Conference. Sheridan, Wyoming.

Davies, T.G. (2002, August). Exceeding expectations grant presentation at Eastern Wyoming College faculty-staff development day. Torrington, Wyoming.

Davies, T.G. (2002, April). What happens to our community college transfer students at CSU? Paper presented to the Colorado Community College Transfer Counselors. CSU: Ft. Collins, Colorado.

Davies, T.G. (2002, March). Experiencing diversity at a distance. Presentation for Center for Teaching and Learning. CSU: Ft. Collins, Colorado.

Davies, T.G. (2001, March). Community college students of the future. Paper presented at the North Central annual meeting, Chicago, Illinois.

Gillum, F.S. & Davies, T.G. (2001, April). Future earning power of community college students. Paper presented at the Association of American Community Colleges annual meeting, Chicago, Illinois.

Ginsberg, R. & Davies, T.G. (2001, April). The emotional side of leadership. Paper presented at the American Educational Research Association annual meeting, Seattle, Washington.

Davies, T.G. (2001, August). Demographics of our future students and the responsibilities of student service professionals. Paper presented to the Colorado Community College Student Life Council, Longmont, Colorado.

Davies, T.G. (2001, October). The needs of our future community college students and the responsibilities of student service professionals. Paper presented to the Colorado Community College Student Life Council, Longmont, Colorado.

Davies, T. G. (2000, October). Synocracy and the Community College Classroom. Address given to 100 community college presidents at the Aspen Institute, Aspen, CO.

Smith, K., Ginsberg, R., Davies, T. G. & Lewis, C. (2000, April). Athletes and Academics: The Experiences of African American Student Athletes at a predominantly White Research University. Paper presented at the meeting of the American Educational Research Association, New Orleans, LA.

Lewis, C., Ginsberg, R. & Davies, T. G. (2000, April). The Experiences of African American Ph.D. Students at a Predominantly White Carnegie 1 Research Institution. Paper presented at the meeting of the American Educational Research Association, New Orleans, LA.

Davies, T. G. (2000, March). Community Colleges' Students of the Future. Presented at a two day faculty and administrative workshop, Western Iowa Technical Community College, Sioux City, IA.

Davies, T. G. (1999, November). Classroom evaluation. Presented at a workshop for faculty and administrators, Northeastern Junior College, Sterling, CO.

Davies, T. G. (1999, January). Distance Learning and Graduate Studies. Presented at a workshop for faculty, Red Rocks Community College, Golden, CO.

Davies, T. G. (1999, May). Distance Learning and Graduate Studies. Paper presented at a workshop for faculty and administration at Northeastern Junior College, Sterling, CO.

Davies, T. G. (1999, May). Distance Learning and Graduate Studies. Paper presented at the workshop for faculty, University of Northern Colorado, Greeley, CO.

Davies, T. G. (1999, January). Distance Learning and Graduate Studies. Paper presented at the workshop for administration and faculty, Colorado Mountain College, Eagle, CO.

Davies, T. G. (1999, August). How Can We Become a Learning College? Paper presented at the workshop for Lamar Community College, Lamar, CO.

AERA presentation Spring 1998 on the article "The Politics of Accountability in School-to-Work Programs." Danzig and Miser represented the author on the panel presentation.

Cotesl Plenary speaker for the state convention in Denver November 12-14, 1998.

Presented at the state convention for the Colorado Association of Developmental Education October 16-17, 1998.

Presented at the Mary Scott Lecture Series Spring 1998

Presented a two day faculty staff development workshop for Morgan Community College November 23-24, 1998.

Presented at the Telelearning '97: Distance Learning: Making It Work conference, Scottsdale, Arizona. September 28-October 1, 1997.

Presented at the Colorado Association of Developmental Education conference, Colorado Springs, Colorado. September 26-27, 1997.

Presented at the Distance Education: Designing for Success conference, Seattle, Washington. May 18-20, 1997.

Presented at the Colorado School-to-Career conference, Colorado Springs, Colorado. April 15-16, 1997.

Presented at the AACTE conference, Phoenix, Arizona. February 26-March 1, 1997.

Presented at Faculty Development Day for Community College of Denver, Denver, Colorado. January 16, 1997.

Developed and presented the Spring 1996 and Fall 1996 Faculty Development Workshops for Front Range Community College: Westminster and Boulder Campuses.

Presented at the Colorado State-Wide Distance Education Conference, Colorado Springs, Colorado. April 22, 1996.

Awards

Received the Colorado State University Jack E. Cermack Advising Award 2006

Received the College of Applied Human Sciences Outstanding Adviser Award 2006

Nominated for the Scholarly Research Award for the College of Applied Human Sciences 2004.

Nominated for the Monfort Professors Program 2002.

Received the College of Applied Human Sciences Outstanding Teacher Award 2001

Received the N. Preston Davis Instructional Innovation Award 1997

Grants and Contracts Awarded

Federal OSER's Grant (2001-2005)	\$750,000
INTERACTE Colorado grant: Instructional Services (1997)	\$23,200
INTERACTE Colorado grant: Instructional Services (1996)	\$23,000
Colorado School-to-Career Evaluation Grant (1995-1997)	\$180,000
Federal OSER's Grant (1996-1999)	\$315,000
Research and Development Grants (1996)	\$ 2,400
Career Enhancement Grant: Provost's Office (1996)	\$ 2,100
College of Applied Human Sciences Grant (1996)	\$ 500
School of Education Mini Grant (1996)	\$ 500



AGENDA ACTION FORM

Consideration of Appointments to the Kingsport Housing and Redevelopment Authority

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-88-2025
Work Session: April 14, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Jessica Harmon
Presentation By: Mayor Montgomery

Recommendation:

Approve the appointments.

Executive Summary:

It is recommended to make the following appointments to the Kingsport Housing and Redevelopment Authority.

Appoint: Debbie Torjilar and Steven LaHair

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The board is comprised of five members, all within KHRA's statutory boundaries of operation, with one being a tenant of KHRA. Terms are five years, with no term limit.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Greg Perdue	4/30/29	1	KHRA Boundaries
Linda Calvert	2/28/25	4	KHRA Boundaries
Esther Rodolphe	3/31/26	2	KHRA Tenant
Seth Jervis	2/28/27	2	KHRA Boundaries
Tony Jennings	2/28/28	5	KHRA Boundaries

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Greg Perdue	4/30/29	1	KHRA Boundaries
Steven LaHair	4/30/30	1	KHRA Boundaries
Debbie Torjilar	3/31/26	Fulfilling unexpired term	KHRA Tenant
Seth Jervis	2/28/27	2	KHRA Boundaries
Tony Jennings	2/28/28	5	KHRA Boundaries

Attachments:

1. Debbie Torjilar - Bio
2. Steven LaHair - Application

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



KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

906 East Sevier Avenue
Kingsport, TN 37660-0044

To Transform and Empower Communities

Debbie Torjilar is a Family Engagement Specialist and Family Advocate for UETHDA Head Start, where she has worked since May, 2023. A transplant from Delaware to the City of Kingsport, Debbie is a graduate of East Tennessee State University with a Bachelor of Social Work where she graduated with honors. Debbie is mother to two children, Luke and Lyric. She has dedicated herself to a life of service having served in the AmeriCorps Internship summer program for food distribution in Northeast Tennessee. She has also worked for Second Harvest Food Bank as a program data coordinator. Debbie and her family enjoy spending time outside as a family, and she enjoys supporting her children's participation in organized sports in their free time.





Wednesday, April 9, 2025

Volunteer Application

Appointments for the City of Kingsport volunteer boards and commissions take place semi-annually in April and October, with applications being accepted in February for April appointments, and August for October appointments. Applications received late or for boards without vacancies will be held on file for one calendar year in case of unexpected vacancies.

Name

Stephen LaHair

E-mail

[REDACTED]

Phone Number

[REDACTED]

Address

[REDACTED]
[REDACTED]

Do you live within the Kingsport City Limits?

Yes

Length of Residency:

30 years

Employer:

Self Employed

Employment Status:

Full Time

Occupational Background:

Owned and operated several businesses in Kingsport, KAOS Investments, Chefs Pizzeria, Trippin' with Trida, Southern Smoke BBQ, The Deli Sandwich Factory.

Educational Background:

Southbridge High School

Thank you for your interest in serving the City of Kingsport. Please be aware of the meeting frequency, dates and times as well as characteristics of members before choosing which board you would like to serve on. Appointment to a board or commission will require your consistent attendance at regularly scheduled meetings.

Kingsport Housing & Redevelopment Authority (KHRA)

[A description of each board/commission and the characteristics of members can be found here.](#)

Have you ever applied to serve on a Kingsport board or commission?

No

If you served on a board or commission in the past, which one and how many terms did you serve?

Beverage Board 4 terms, IDB 2 terms, VEP 2 terms

Reason for Applying:

I have always believed that you should contribute to the place that you call home.

Relevant Experience:

Small business owner for 25 plus years. Owning several restaurants and multi family residential and commercial properties.

Community Involvement:

- Kingsport Chamber Board Chairman
- Kingsport Chamber Foundation Board Chairman
- KEDB Secretary/Treasurer
- Visit Kingsport Board Chairman
- First Baptist Church Deacon and Administrative Committee
- Downtown Kingsport Board Member
- Kingsport Community Foundation Board
- Kingsport Beverage Board Chairman
- Kingsport Sunrise Rotary President



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 01, 2025 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder/Treasurer

Angie Marshall, City Clerk/Deputy City Recorder

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

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION led by Pastor Lisa Bryant, Kingsley and Glen Alpine United Methodist Churches

IV. ROLL CALL by City Recorder/Treasurer Travis Bishop.

V. RECOGNITIONS AND PRESENTATIONS

1. Proclamation: Donate Life Month - Nick Shepherd, TN Donor Services (Mayor Montgomery)

VI. COMMENT

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

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

Motion made by Alderman Cooper, Seconded by Alderman George.

Passed: All present voting "aye."

1. Consideration of Appointments to the Kingsport Public Library Commission (AF-83-2025)
(Mayor Montgomery)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 1, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

APPOINT EARL CARTER AND TREY DARNELL TO FILL UNEXPIRED TERMS EFFECTIVE IMMEDIATELY AND REALIGN APPOINTMENTS FOR OCTOBER 31ST EXPIRATION DATE; TERM EXPIRING 10/31/25 - EARL CARTER AND JOE EWING; TERM EXPIRING 10/31/26 - MERCEDES BROWN, TREY DARNELL AND JOHN DEATS; TERM EXPIRING 10/31/27 - ANGIE HYCHE AND MICKEY SHULL.

- 2. Consideration of Appointment to the Bays Mountain Park Commission (AF-84-2025)**
(Mayor Montgomery)

APPOINT ALAN HOBBS TO FILL AN UNEXPIRED TERM EFFECTIVE IMMEDIATELY AND REALIGN APPOINTMENTS FOR OCTOBER 31ST EXPIRATION DATE; TERM EXPIRING 10/31/27 - ALAN HOBBS, RUSS BROGDEN, ROBIN KERKHOFF AND MARY STEADMAN; TERM EXPIRING 10/31/28 - STEVE KILGORE, JEREMIAH LOUNDS AND COLETTE GEORGE

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

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

Passed: All present voting "aye."

- 1. March 17, 2025 - Work Session**
- 2. March 18, 2025 - Business Meeting**

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

- 1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY25 (AF-82-2025)**
(Chris McCartt)

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

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FORTHE 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 a Budget Ordinance for Various Funds FY25 (AF-57-2025) (Chris McCartt)**

Motion made by Alderman George, Seconded by Alderman Phillips.

ORDINANCE NO. 7198 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 1, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 2. Consideration of an Ordinance to Condemn Certain Public Works Projects (AF-63-2025)**
(Bart Rowlett)

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

ORDINANCE NO. 7199 AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of an Ordinance to Amend the FY 2025 General Purpose Fund and General Projects Fund Budgets (AF-70-2025)** (David Frye)

Motion made by Alderman Baker, Seconded by Alderman Cooper.

ORDINANCE NO. 7200 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

XI. OTHER BUSINESS

- 1. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5307 TDOT Capital Grant Matching Contract for Preventative Maintenance (AF-76-2025)** (Candace Sherer)

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

RESOLUTION NO. 2025-196 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO ACCEPT MATCHING SECTION 5307 CAPITAL GRANT FUNDS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 1, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 2. Consideration of a Resolution to Issue a Blanket Order to NAPA Auto Parts for Various Vehicle/Equipment Parts Utilizing Sourcewell Contracts** (Ryan McReynolds) (AF-75-2025)

Motion made by Alderman Baker, Seconded by Alderman Phillips.

RESOLUTION NO. 2025-197 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO NAPA AUTO PARTS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR VARIOUS VEHICLE AND EQUIPMENT PARTS FOR FLEET MAINTENANCE

Passed: All present voting "aye."

- 3. Consideration of a Resolution Renewing the Award of the Bid for School Crossing Guard Services and Authorizing the Mayor to Sign All Applicable Documents and Ratify the Mayor's Signature on the Consent Assignment Agreement** (AF-78-2025) (Chief Phipps)

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

RESOLUTION NO. 2025-198 A RESOLUTION RENEWING THE AWARD OF BID FOR SCHOOL CROSSING GUARDS TO ALL CITY MANAGEMENT SERVICES, INC. FORMERLY KNOWN AS CROSS SAFE; RATIFYING THE MAYOR'S SIGNATURE ON A CONSENT ASSIGNMENT AGREEMENT 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."

- 4. Consideration of a Resolution to Apply for and Participate in a Regional Digitization Hub Project by the Tennessee State Library and Archives** (AF-77-2025) (Michael Borders)

Motion made by Alderman Phillips, Seconded by Alderman George.

RESOLUTION NO. 2025-199 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND PARTICIPATE IN A REGIONAL DIGITIZATION HUB PROJECT BY THE TENNESSEE STATE LIBRARY AND ARCHIVES

Passed: All present voting "aye."

- 5. Consideration of a Resolution Ratifying the Mayor's Signature to Apply for and Receive Funds for the 2026 Training Opportunities for the Public (TOP) Grant** (AF-79-2025) (Michael Borders)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 1, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2025-200 A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A 2026 TRAINING OPPORTUNITIES FOR THE PUBLIC GRANT FOR THE KINGSFORT PUBLIC LIBRARY

Passed: All present voting "aye."

- 6. Consideration of a Resolution to Purchase Two (2) 2025 Alamo Traxx Remote Control Mowers Utilizing Sourcewell Cooperative Purchasing Agreement (AF-81-2025) (Ryan McReynolds)**

Motion made by Alderman George, Seconded by Alderman Baker.

RESOLUTION NO. 2025-201 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO WEST HILLS TRACTOR UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR TWO 2025 ALAMO TRAXX REMOTE CONTROL MOWERS FOR USE BY GROUNDS MAINTENANCE AND SCHOOLS

Passed: All present voting "aye."

XII. CONSENT AGENDA

Alderman Baker requested to vote on these items separately.

- 1. Consideration to Approve the Issuance of Certificates of Compliance for a Retail Food Store to Sell Wine (AF-80-2025) (Angie Marshall)**

Alderman Baker stated he was in opposition to this process and would be voting no.

Motion made by Alderman George, Seconded by Alderman Cooper.

Passed with a roll call vote: Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

Voting Nay: Alderman Baker

- 2. Consideration of a Resolution to Approve the Opt-In Agreement with Anderson County Schools and United Data Technologies, Inc. ("UDT") and Ratify the Mayor's Execution of the Same (AF-85-2025) (David Frye)**

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

RESOLUTION NO. 2025-202 A RESOLUTION APPROVING THE OPT-IN AGREEMENT WITH ANDERSON COUNTY SCHOOLS AND UNITED DATA TECHNOLOGIES (UDT) AND RATIFYING THE MAYOR'S EXECUTION OF THE SAME

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 1, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Passed with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt commented on the Bays Mountain Park controlled burn presentation at the work session yesterday, explaining the reasons behind burn and approval by the state. He commended Steven Bower for his role over the past year and recent opportunities made possible through his work with the Economic Development Board. He thanked the Public Works crew for their landscaping efforts and other work as spring and warmer weather approaches.

2. Mayor and Board Members

Alderman Phillips expressed his appreciation for Brian Kerns and the presentation he gave at the work session, noting he is a great mentor for our high school students. Alderman Baker commented on the airport and the presentations regarding roads yesterday. Alderman George stated the Funfest concert lineup will be announced tomorrow. She also listed other upcoming events. Alderman Cooper mentioned the Easter Production at Lamplight Theatre has begun. She also commented on the downtown loft tour and how to get tickets. Alderman Mayes thanked the mayor and the board for recognizing organ donation earlier in the meeting, stating his mother was a recipient. He pointed out the time to talk about it with your family ahead of time. Vice-Mayor Duncan noted the MLK Day parade is Saturday at noon. He also named the many businesses that have opened just in 2025 and thanked them for investing in Kingsport. Mayor Montgomery mentioned he graduated from the police academy yesterday, noting he learned a lot and had a greater appreciation for law enforcement. He thanked Adrienne Batara and her staff for the progress edition in the newspaper, noting many significant projects that were mentioned and highlighting the school system as well. Lastly he wished his daughter a happy birthday.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 7:50 p.m.

ANGELA MARSHALL

Deputy City Recorder

PAUL W. MONTGOMERY

Mayor



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, March 31, 2025 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

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

II. ROLL CALL by City Recorder/Treasurer Travis Bishop. Alderman Cooper arrived after roll call.

III. DISCUSSION ITEMS

1. BMP Controlled Burn

Brian Kerns, Fire Science instructor at Doby's Bennett, provided the history and significance of a prescribed fire versus a wildfire both regionally and at Bays Mountain. Megan Kreager then explained how the park fits into this burn scenario, pointing out it is being conducted by TDEC staff from State Natural Areas. She also talked about how this will affect the park both during and after the burn, noting there will be intermittent closures until completed. There was some discussion as she answered questions from the board.

2. Power Franchise Equalization - Ryan McReynolds

Deputy City Manager McReynolds gave a presentation on this item, explaining the franchise agreement as well as the importance and purpose of this fee. He also highlighted the progress that has been made since its implementation. Mr. McReynolds then discussed how the rising costs are outpacing the annual goals and noted the ultimate goal is to find a better balance between maintenance and repair. He further stated the recommended path forward is equalize the fees and reallocated the funding plan, pointing out there will be no impact to residential customers and Kingsport will still maintain the lowest industrial rates in the region. Discussion ensued throughout the presentation.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, March 31, 2025, at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

3. Roads and Bridges - Ryan McReynolds

Mr. McReynolds presented this item highlighting roadway and intersection improvements. He then focused on the 38 Kingsport owned bridges and how they are maintained. There are two bridges that need to be addressed immediately. There was some discussion.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the April 1, 2025 proposed agenda. No items were discussed at greater length or received specific questions or concerns.

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 6:11 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



AGENDA ACTION FORM

Consideration of a Resolution for the Five-Year Consolidated Plan for the Community Development Block Grant including the Annual Action Plan.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-93-2025
Work Session: April 15, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:

- Conduct Public Hearing
- Approve Resolution

Executive Summary:

If approved, this action would allow staff to submit the 2025-2029 Consolidated Plan for Housing and Community Development, as well as the Annual Action Plan that is included. It would also authorize the mayor to apply for and receive Community Development Block Grant dollars. The City of Kingsport is an entitlement city which means funding is set aside for the city, but an application needs to be submitted.

The Consolidated Plan is designed to help local jurisdictions assess their community development needs and market conditions, and to make data-driven, place-based investment decisions. This serves as the framework for staff to align community development priorities with funding from the Community Development Block Grant dollars.

Contained in the 2025-2029 Consolidated Plan is the 2025 Annual Action Plan. In order to receive Community Development Block Grant funds, the City of Kingsport must submit an Annual Action Plan that describes the strategies, objectives, projects, and activities for funding under the program. The City of Kingsport must approve an Action Plan utilizing \$450,726.00 (2025 Annual Allocation) of CDBG funds to be used in the 2025/2026 Program Year. Attached to this action form is a summary of proposed activities of the 2025 Annual Action Plan, including recommendations for funding under the CDBG program. The Annual Action Plan spells out funding categories but does not include specific entities for money to be dispersed to. That process is contained in a separate action by the Board at a later date.

The 2025 Annual Action Plan and Consolidated Plan will be submitted to HUD by May 15, 2025.

The public notification for the comment period was published once on February 01, 2025, and again on March 1, 2025. To date, no public comment has been received regarding the plan.

Attachments:

1. Resolution
2. Annual Action Plan Summary
3. Consolidated Plan Draft with Annual Action Plan
4. SF 424 – Application for Federal Assistance w/ certifications

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2025 – 2026 ANNUAL ACTION PLAN, FIVE-YEAR CONSOLIDATED PLAN, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2026, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the city is eligible to receive Community Development Block Grant (CDBG) funding, for fiscal year 2026, through the U. S. Department of Housing and Urban Development; and

WHEREAS, in order to receive CDBG funding in the amount of \$450,726.00 the city is required to submit a 2025 – 2026 CDBG FIVE-YEAR CONSOLIDATED PLAN which includes an Annual Action Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, notice of the proposed Annual Action Plan was publicly advertised for a thirty-day public comment period ending March 14, 2025; and

WHEREAS, notice was also published advising of a public hearing which was held on February 14, 2025, prior to the adoption of this resolution; and

WHEREAS, no adverse comments pertaining to the plan have been received and it has been recommended the board adopt the Annual Action Plan and the Five-Year Consolidated Plan.

Now therefore,

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

SECTION I. That the Community Development Block Grant 2025 – 2026 HUD Annual Action Plan, and the Five-Year Consolidated Plan as published on the city's website at <https://www.kingsporttn.gov/cdbg-program-documents> are hereby 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, all documents necessary and proper to apply for and receive Community Development Block Grant funding for fiscal year 2026, through the U. S. Department of Housing and Urban Development, to deliver the documents 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 documents and this resolution.

SECTION III. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution

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

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

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

*** c. UEI:**

d. Address:

*** Street1:**

Street2:

*** City:**

County/Parish:

*** State:**

TN: Tennessee

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Middle Name:

*** Last Name:**

Suffix:

Title:

Organizational Affiliation:

*** Telephone Number:**

Fax Number:

*** Email:**

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant 1st TN

* b. Program/Project 1st TN

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2025

* b. End Date: 06/30/2026

18. Estimated Funding (\$):

* a. Federal	
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	0.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

This section discusses the City of Kingsport's contribution to the Consolidated Plan for the Northeast TN/Southwest VA HOME Consortium. In the areas of strategy relative to goals, objectives and outcomes in housing, the City aligns with those presented for the Consortium as a whole and plans its CDBG Entitlement funds accordingly. The City's contribution to the Plan also discusses and outlines its strategies relative to the provision of public services, public facilities and participation in homeless services.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

As stated above, the objectives and outcomes identified in the Consortium's Consolidated Plan are part and parcel of those pursued by the City in its local plans, especially as they relate to housing. Again, the Strategic Plan discussion includes some specific non-housing goals, objectives and outcomes to be pursued by the City and may be found in Section SP-45 of the Strategic Plan and AP-20 of the Annual Action Plan.

3. Evaluation of past performance

During the life of the most recent consolidated plan the CD program has been successful in addressing the needs, goals, and objectives outlined in the plan. The program has developed adequate to good systems for working with local community agencies in delivering public services to low and moderate-income citizens, especially youth and senior populations. Stream-lining of housing rehabilitation services has been effective in broadening outreach to underserved homeowners.

Administratively, HUD monitoring reviews and internal audits indicated good performance. The program has consistently met or exceeded performance requirements as defined by annual timeliness tests with sharpened understanding of IDIS draw down and reporting requirements, update accomplishment data has greatly improved.

4. Summary of citizen participation process and consultation process

Coordination with federal and local agencies, along with non-profit and for-profit organizations providing services to the low- and very-low income in the community is essential for the effectiveness of the CDBG program. Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The Northeast Tennessee/Virginia HOME Consortium welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. Bristol, Kingsport and Johnson City all have Citizen Advisory Committees. Low- and low-moderate income persons, persons with disabilities, minorities and non-English speaking persons are encouraged to participate in the planning process. Additionally, residents of public housing and other assisted housing are encouraged to voice their needs and their opinions on the participating jurisdictions' current and future direction. Other stakeholders consulted in this plan include community and faith based organizations, health care providers, Housing Authorities in each locality, Appalachian Regional Coalition on Homelessness, City and County Departments of Social Services, and school systems are encouraged to become involved in the planning process. The Cities provide translators for non-English speaking persons who request assistance at least 3 days prior to hearings or other meetings in the planning process. Persons who need auxiliary aids or other assistance to be able to fully participate may request assistance at least 3 days in advance of the hearing or meeting. Drafts of the plans have been posted on the Cities' webpage, placed in City Hall, Housing Authorities, and in local library branches. Notices of public meetings and hearings have been published in local newspapers in each jurisdiction.

There has been a seven step approach involved in the citizen participation process for the development of the Consolidated Plan Strategy. These involve:

- Public Meetings in each participating jurisdiction to gain citizen input. Each participating jurisdiction in the HOME Consortium has held at least two public Forums to solicit input by citizens for the Consolidated Plan Strategy.
- Meetings with local Housing and Community Development Boards and local elected officials to get input on needs and ways to respond to those needs more effectively over the next five years.
- Ongoing comprehensive meetings with affordable housing entities that develop, redevelop, fund and provide support services to the region covered by the Consortium to discuss the needs, resources and possibilities to collaborate in order to provide the needed housing and services to respond to needs that have been identified. Meetings with the Continuum of Care general membership to discuss homeless and at-risk needs, funding sources and collaborations of housing and support services entities in the region.

5. Summary of public comments

The Consortium's Consolidated Plan includes a description and summary of citizen and public comments received in various meetings.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were not accepted.

7. Summary

The Citizens Participation and Consultation process exceeded the base requirements of the most recent Citizen Participation Plan for the Consortium as well as the Plan which the City of Kingsport utilizes for its own jurisdiction. All comments received were accepted, reviewed and used in the development of the Consolidated Plan. The Consortium, as well as the City of Kingsport, will continue to tweak and revise its ongoing citizen participation strategy to, hopefully, continue to open up the process and encourage more intense participation by those affected by the activities described in this plan, as well as the general population of the jurisdiction.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	KINGSPORT	Planning & Community Development-City of Kingsport

Table 1– Responsible Agencies

Narrative

The City of Kingsport Planning and Community Development department is the responsible for the development and implementation of CDBG Entitlement Funds as described in the Consolidated Plan.

Consolidated Plan Public Contact Information

Michael Price

The City of Kingsport

415 Broad Street

Kingsport, TN 37660

423-224-5416

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Coordination with federal and local agencies, along with non-profit and for-profit organizations providing services to the low- and very-low income in the community is essential for the effectiveness of the CDBG program. Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The City of Kingsport welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City utilizes a Community Development Advisory Committee (CDAC). Low- and low-moderate income persons, persons with disabilities, minorities and non-English speaking persons are encouraged to participate in the planning process. Additionally, residents of public housing and other assisted housing are encouraged to voice their needs and their opinions on the participating jurisdictions' current and future direction. Other stakeholders consulted in this plan include community and faith based organizations, health care providers, KHRA, Appalachian Regional Coalition on Homelessness, City and County Departments of Social Services, and school system are encouraged to become involved in the planning process. The City provides translators for non-English speaking persons who request assistance at least 3 days prior to hearings or other meetings in the planning process. Persons who need auxiliary aids or other assistance to be able to fully participate may request assistance at least 3 days in advance of the hearing or meeting. Drafts of the plan have been placed in City Hall, KHRA and in local library branches. Notices of public meetings and hearings have been published in local newspapers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

To ensure the participation of and coordination between public and private agencies, the City's staff is frequently involved in various activities with the agencies and regularly attends meetings that address community needs. Remaining in close contact with vital housing and service providers, either in person or by phone, gives staff and the agencies a better understanding of current and changing needs. The City of Kingsport works diligently to keep abreast of issues that exist or that may arise that affect our homeless, special needs, and/or low-income residents. Some of the agencies contacted include: Kingsport Housing and Redevelopment Authority, local health departments, social/human service agencies, United Way, Salvation Army, ARCH, Legal Aid Society, various divisions of the Planning department, including Code Enforcement and Inspections.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

City of Kingsport staff attend regular meetings of the region's Continuum of Care administered by the Appalachian Regional Coalition on Homelessness. ARCH is comprised of a group of agencies that focus on issues pertaining to all aspects of homelessness. Often homelessness issues cross state lines so coordination between the two Continuums as well as coordination with the HOME Consortium is essential to efforts to provide services to the homeless and those at risk of becoming homeless. As well as, Kingsport Housing's Program Coordination Committee and the Kingsport Homeless Coalition.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Kingsport applies for an annual allocation of Emergency Solutions Grant funds, not as a direct entitlement from HUD, but as a competitive recipient of funds through the State of Tennessee through the Tennessee Housing Development Agency. This process for planning the use of ESG funds includes coordination with ARCH, particularly because part of THDA's ESG allocation process includes a competitive round open to local agencies. Efforts are made to avoid duplication of services to maximize the impact of local funding to the greatest extent possible. THDA, in accordance with HUD Continuum of Care requirements, directs that all ESG-funded agencies participate in HMIS. Kingsport participates in the local HMIS database and coordinated entry.

2. Describe Agencies, groups, organizations, and others who participated in the process, and describe the jurisdictions consultations with housing, social service agencies, and other entities

Table 2– Agencies, groups, organizations who participated

1	Agency/Group/Organization	KHRA
	Agency/Group/Organization Type	PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans HOPWA Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	KHRA and the City staff have regular meetings at which all areas of service and needs are discussed. Continuous improvements in services and outreach are discussed.
2	Agency/Group/Organization	ARCH
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth HOPWA Strategy Market Analysis Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff attend monthly meetings and other planning meetings with staff. ARCH staff provided direct comments and input on the Consolidated Plan.
3	Agency/Group/Organization	City of Kingsport
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	KHRA works with the city staff which include Planning Department, Building Department, and Police Department.
4	Agency/Group/Organization	United Way of Greater Kingsport
	Agency/Group/Organization Type	Business and Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kingsport is member and integral participant in United Way. Staff regularly consult concerning community needs. CDBG funding is provided to help employ a Homeless Liaison to tie in with area services.

Identify any Agency Types not consulted and provide rationale for not consulting

Staff is not aware of any agencies that were not contacted to participate in the Consolidated Plan preparation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	ARCH	ARCH has provided direct response for the Strategic Plan.

Table 3– Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

In accordance with 24 CFR 91.100(4), Bristol, Tennessee, as Lead Entity, included adjacent units of local government in the non-housing community development needs included in this Plan. The Consortium is made up of contiguous jurisdictions that all work together on a continuing basis in order for the Consortium to be successful in administering its funds and providing necessary services. The Consortium will continue to interact with public entities to ensure coordination and cooperation in the implementation of the Consolidated Plan in order to maximize its funds and its services to the residents we all serve.

Narrative

The City of Kingsport CDBG staff sought feedback from subgrantees and support agencies across the city.

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

As a member of the Northeast TN/Southwest VA HOME Consortium, the City of Kingsport participated in the all the citizen participation process points undertaken by the Consortium at large. The City participated in the planning and implementation of the seven step approach described in the Consortium's Citizen Participation response at "PR-15 Citizen Participation" of the overall Consolidated Plan. These processes assisted the City in developing its specific Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	This meeting was held on March 14, 2025, for the Community Development Advisory Committee. To receive public comments on the Consolidated and Annual Action Plan.	No comments were received	There were no comment not received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	This was a public meeting held by the City's Board of Mayor and Alderman to approve the Consolidated Plan and Annual Action Plan. Public comments were welcomed at the April 15, 2025 meeting.	All comments will be accepted	N/A	
3	Newspaper Ad	Non-targeted/broad community	Newspaper ad for Public Hearing February 03, 2025	N/A	N/A	
4	Newspaper Ad	Non-targeted/broad community	Newspaper Ad for Public Hearing March 03, 2025	No comments were received.	No comments were received.	
5	Newspaper Ad	Non-targeted/broad community	Newspaper Ad for Public Hearing March 01, 2024	No comments were received.	No comments were received.	
6	Public Meeting	Non-targeted/broad community	Presented at the City of Kingsport Neighborhood Commission meeting 2/27/2025	No Comments were received	n/a	

Table 4– Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Kingsport has identified some need for, continuation, improvement and/or development of local public facilities, general improvements and public services. Most of these have been identified in the planning exercises involving changes in growth policy for the City. As with any city experiencing growth, attention also turns to how expansion and growth of borders affects the provision of existing services within the current boundaries. Following is a discussion of some of the City's perceived and identified needs. Not all of these needs may directly involve the Community Development program of the City.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City has identified certain public facility needs in the jurisdiction for the next five years. The facilities are relative to the educational/schools and senior citizen services in the city. The city recently completed a large upgrade to Bays Mountain Park and the Farmstead Museum adding ADA features to help access and to foster an inclusive environment.

The City currently operates several senior centers. These include the Renaissance Center, Aquatic Center, Lynn View Community Center, and two satellite sites at Churches.

Additionally, the City is beginning an entire overhaul of the Kingsport Public Library.

How were these needs determined?

The needs for ADA upgrades to Bays Mountain and the Library expansion project were identified through a facilities study committee. This committee, which gathered information through a public participation process and presentation to governing bodies.

The Bays Mountain Capital Campaign and Library needs have been determined through a Capital Improvements Program planning process. The City conducted a 5-year planning process. These processes include public presentations at Board of Mayor and Aldermen work sessions and business meetings.

Describe the jurisdiction's need for Public Improvements:

The City has identified improvements to public infrastructure systems as needs for the next five years. These improvements include expansion and extension of water and sewer lines within the city. Public transportation systems (streets and highways) have been determined to need several improvements, not the least of which is a regular, scheduled paving rotation. The City has also determined that improvements to pedestrian and bicycle rights-of-way are needed in the city.

The city completed a new bus terminal / transfer station in the downtown area.

How were these needs determined?

As stated above, the public improvement needs are identified through the annual CIP process.

Describe the jurisdiction's need for Public Services:

Public service needs identified for the next five years include: literacy and tutoring needs for LMI youth and adults in low income areas, advocacy for abused and neglected children, educational and employment readiness for low and moderate income person seeking employment, cultural enrichment for low and moderate income minority youth and adults, senior services, etc.

How were these needs determined?

The City maintains an ongoing relationship with the local United Way, the Program Coordinating Committee, the Kingsport Homeless Coalition, and the COC. All of which provides access to most public service agencies in the city. Needs are identified on an on-going basis outside of scheduled annual planning processes. Needs are also identified through public participation processes and meetings in association with the development of the Consolidated Plan.

Based on the needs analysis above, describe the State's needs in Colonias

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The following analyzes the City of Kingsport's various housing and employment/economic opportunities and conditions. Areas of discussion include non-housing community development assets and areas of housing markets and overall conditions, and opportunities for strategic thinking in identified neighborhoods.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

Below is a discussion of some of the non-housing community development assets in the City of Kingsport, including how these assets relate to the Consolidated Plan for Housing and Community Development.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	19	0	0	0	0
Arts, Entertainment, Accommodations	2,802	144	12	0	-12
Construction	1,288	1,358	5	4	-1
Education and Health Care Services	5,428	8,865	23	27	4
Finance, Insurance, and Real Estate	1,679	1,334	7	4	-3
Information	204	624	1	2	1
Manufacturing	3,542	9,702	15	29	14
Other Services	1,359	951	6	3	-3
Professional, Scientific, Management Services	2,079	2,019	9	6	-3
Public Administration	755	910	3	3	0
Retail Trade	3,191	5,516	13	17	4
Transportation and Warehousing	1,051	868	4	3	-1
Wholesale Trade	329	1,024	1	3	2
Total	23,726	33,315	--	--	--

Table 5 - Business Activity

Alternate Data Source Name:
City of Kingsport Economic Development
Data Source Comments:

Labor Force

Total Population in the Civilian Labor Force	35,000
Civilian Employed Population 16 years and over	30,000
Unemployment Rate	4.00
Unemployment Rate for Ages 16-24	15.00
Unemployment Rate for Ages 25-65	4.00

Table 6 - Labor Force

Alternate Data Source Name:
City of Kingsport Economic Development
Data Source Comments:

Occupations by Sector		Number of People
Management, business and financial	8,828	
Farming, fisheries and forestry occupations	10	
Service	4,847	
Sales and office	5,247	
Construction, extraction, maintenance and repair	1,583	
Production, transportation and material moving	3,211	

Table 7 – Occupations by Sector

Data Source Comments: ACSSTFY2023.S2401

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	1,359	25%
30-59 Minutes	3,414	64%
60 or More Minutes	592	11%
Total	5,365	100%

Table 8 - Travel Time

Data Source Comments: ACSST5Y2023.s0801

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	735	97	1,626
High school graduate (includes equivalency)	4,526	230	2,639
Some college or Associate's degree	6,709	233	1,718
Bachelor's degree or higher	7,145	176	1,207

Table 9 - Educational Attainment by Employment Status

Data Source Comments: acsst5y2023.b23006

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	29	78	194	493	602
9th to 12th grade, no diploma	337	241	439	1,013	686
High school graduate, GED, or alternative	1,787	2,091	1,640	3,664	4,684
Some college, no degree	1,271	1,447	1,695	2,545	2,182

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Associate's degree	299	511	611	1,851	904
Bachelor's degree	386	1,508	1,393	2,388	2,259
Graduate or professional degree	109	724	925	1,631	1,538

Table 10 - Educational Attainment by Age

Data Source Comments: acsst5y2023.b15001

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	25,246
High school graduate (includes equivalency)	32,051
Some college or Associate's degree	40,108
Bachelor's degree	53,221
Graduate or professional degree	73,614

Table 11 – Median Earnings in the Past 12 Months

Data Source Comments: acsst5y2023.s1501

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors within the City of Kingsport, and its urban region, include manufacturing, government/education, health services and retail trade. Some service industry employment shows as well. The city is the world headquarters of several manufacturing interests, most significantly Eastman Chemical Corporation and its on-site contractors. Two major health care providers merged into one large corporation which did eliminate some jobs due to duplication. However, this company still employs thousands throughout Northeast Tennessee and Southwest Virginia.

Describe the workforce and infrastructure needs of the business community:

As employers rely more and more on technical skills of their workforces, general and technical education are especially needed. In recent years, the City has partnered with local and State colleges, universities and technical schools to create a downtown educational center and campus, bringing together varied and diverse educational opportunities for prospective students and needed future employees of local business interests. Both the City of Kingsport Schools, and Sullivan County Schools have partnered to bring a focus to career and technical education through partnerships with local trade schools and Northeast State Community College.

The local business community is also active in encouraging the City to improve and expand its quality of life services (bicycle lanes, parks, sustainable cultural and leisure activities) in addition to the public facility and traditional infrastructure (water, sewer, roads) to assist in attracting quality and qualified workforces.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

As indicated previously, the City has lead in the creation of the "Academic Village" to the downtown area. This village brings together general education and technical education opportunities, through several college and technical school offerings, into one downtown campus. The City has been active in coordinating local and State services in support of these schools.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Local businesses, major employers and others who contribute and participate in the Academic Village concept report that the cooperative has greatly enhanced their ability to rely on local, well-educated, readily available and technically sound workforce. The skills and education of the local workforce is not only evident relative to the manufacturing industries within the Kingsport area, but the health care, construction and other services sectors as well.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Academic Village concept, as described above, has been the major initiative for the City. Traditionally, the Consolidated Plan has indicated a need for improvements to the downtown area in terms of upgrade of deteriorating property. Through the City's efforts to coordinate the "Village", much progress has been made in addressing these needs.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

There are areas within the City of Kingsport which have been identified as area of concentration of households experiencing multiple housing problems. These areas are identified as “concentrated” in that they typically are readily recognized as lying within an identifiable neighborhood boundary and have reported or have been reported through the City’s Codes Department with an unusual rate of complaints, compared with other distinct neighborhoods within the city. For instance, the West View neighborhood of the City is an area adjacent to the Lynn Garden neighborhood, with Virgil Avenue serving as a dividing line. West View contains a predominantly low and moderate income population and reports a high number of complaints and physical housing needs. Other readily identifiable neighborhoods in the City include Riverview, Maple/Dale/Sevier, Highland, Borden Park and Lynn Garden. These areas all are identified as areas of concentration of multiple housing problems.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Two neighborhoods within the city are identified as areas of concentration of racial and/or ethnic minority populations. Riverview neighborhood and Maple/Dale/Sevier are neighborhoods that are predominantly African-American in racial make-up.

What are the characteristics of the market in these areas/neighborhoods?

The neighborhoods mentioned above are experiencing a relatively low rate of turnover in housing sales, with little to no new housing development occurring. Some sales of existing, and older, housing are occurring but not keeping pace with the rates in other, more affluent areas. The sales that are occurring seem also to be properties which appear as good investments for non-resident investors in rental property. A main driver of slow housing sales rates is the overall condition of the housing in these neighborhoods. A significant number of houses and structures within the areas experience multiple physical condition challenges and need for rehabilitation/substantial repair. These needs are driven primarily by the aging of the housing stock.

Are there any community assets in these areas/neighborhoods?

The City has invested in some community assets within the neighborhoods identified above. Lynn Garden is the site of a substantial investment in converting a former high school into a senior services center as well as recreation facility. Riverview neighborhood is home to the Upper East Tennessee Human Development Agency, as well as the City's non-profit service center and the Kingsport Housing and Redevelopment Authority's FSS and Fresh Start centers. Affordable site based housing is operated by KHRA in the Riverview area.

Are there other strategic opportunities in any of these areas?

KHRA was granted approval by HUD to demolish the Robert E. Lee Apartments which had become deteriorated, and cost prohibitive to renovate. KHRA is still trying to obtain funding to construct new housing at the Lee site. The demo/disposition from HUD requires a one for one-unit replacement. KHRA also has plans to construct housing on adjacent streets which include Tennessee St., Myrtle St., and Dale St. Discussions remain ongoing for funding opportunities. The city of Kingsport also has as a future plan realignment of Sevier Ave as midtown connector.

Construction is underway on twelve one bedroom units on Oak Street at this time.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband internet services are a vital tool for the community. With recent events the need to communicate through virtual means has become a necessity. Public utility companies have expanded broadband access in the most populated areas which has allowed these residents the option to subscribe. Due to the topography and remoteness of some areas it can be difficult to obtain broadband services. Some residents are forced to use satellite options, which can be affected by weather, and also has a higher cost than traditional land based providers.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Competition allows consumers to receive better services at a better price. Presently in this area local cable television, local phone providers, local electric companies, and others can compete to provide broadband access to customers.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The Kingsport area can be affected by heavy and frequent rainstorms due to rocky soil and numerous rivers, streams, and creeks. Due to the nature of the rock formations the area is susceptible to rock and mud slides, and sinkholes that could occur with a heavy or frequent rainfall, or heavy winter storms. Climate changes remain a concern should it result in more intense and frequent storms.

The City is not on or near the coast so sea level rise should not be an issue.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Frequently these areas may have been neglected in upkeep by owners. Many of the older neighborhoods in the city have not had improvements made to the surrounding infrastructure.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This Consolidated 2025-2029 plan is a coordinated effort by the lead entity, Bristol, Tennessee and the participating jurisdictions of Kingsport, Johnson City, Bluff City, Sullivan and Washington Counties in Tennessee and Bristol Virginia to identify and prioritize and address the Consortium's community development needs. The strategies developed and cited in this plan are compliant with HUD's national objective and are consistent with HUD's community development goals for low-to moderate-income persons. These include: provide decent housing; create a suitable living environment; to expand economic development opportunities. To aid in the elimination of slum and blight. State and federal funding continues to suffer cuts while the needs become greater, the Consortium remains committed to use the funds it receives, look for leveraging dollars, and take all available routes to meet the unserved needs of the extremely low, low, and moderate income residents.

This plan was developed through a comprehensive planning process involving a cross section of citizens, local government staff, public service agency staff, and representatives of low- and moderate income individuals. Input was solicited through public meetings, online surveys, and public hearings that were scheduled specifically to discuss priority needs in the Consortium area. This Plan will serve as the planning tool for affordable housing and community development activities funded through the HOME program and for the CDBG program in Bristol, Kingsport and Johnson City. This Plan will hopefully serve as a guide and informational tool to local community organizations and housing providers.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 12 - Geographic Priority Areas

1	Area Name:	City-Wide
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

Most CDBG funds are not planned based on allocations to specific geographic areas within the City. Housing rehabilitation funds are offered on a city-wide basis, with a “first come-first served” priority. The funds for community services are spread across the city. The only CDBG funds restricted to a specific area are those provided to the South Central Kingsport CDC, a qualified CBDO whose jurisdiction is limited to portions Census Tracts 402 and 404. However, funds are awarded to South Central based on the strength of the program and its impacts, and not prioritized based on geographic factors.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 13 – Priority Needs Summary

1	Priority Need Name	Decent, Safe and Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Physical Disabilities
	Geographic Areas Affected	City-Wide
	Associated Goals	Decent, Safe and Affordable Housing Decent, Safe, Affordable Housing Code Section 108 Hope VI Demolition Admin
	Description	Very-low, low and moderate income households within the city are experiencing problems with code issue, health and safety issues and accessibility issues concerning the physical conditions of their housing. The City intends to address these critical needs with Federal and local funds.
	Basis for Relative Priority	The housing stock in the City is aging quickly and showing many signs of stress. Lower income individuals and families, especially elderly and disabled, are in less and less ability to afford and affect repairs. The City does not wish to experience decline in housing stock and supports the needs of the families affected.
2	Priority Need Name	Public Facilities
	Priority Level	Low

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Non-housing Community Development
	Geographic Areas Affected	City-Wide
	Associated Goals	
	Description	Public facilities may need to be addressed either through acquisition/demolition or rehab/construction within low and moderate income neighborhoods.
	Basis for Relative Priority	While the members of the Consortium each recognize public facility needs within their respective jurisdictions, dwindling resources necessitate that the Consortium as a whole and its individual members continue to concentrate primarily on housing needs.
3	Priority Need Name	Public Services
	Priority Level	Low

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Individuals Families with Children Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	City-Wide
	Associated Goals	Public Services
	Description	Educational, advocacy, employment, economic opportunity needs of low and moderate income persons and families and subgroups within.
	Basis for Relative Priority	While the members of the Consortium each recognize public service needs within their respective jurisdictions, dwindling resources necessitate that the Consortium as a whole and its individual members continue to concentrate primarily on housing needs.

Narrative (Optional)

The above enumerated Priority Needs for the City, relative to CDBG funds, are in addition to the priority needs enumerated in the HOME Consortium Priority Needs table which relate to housing needs. The City maintains that housing ranks high for CDBG Strategic Planning and is reflected in the Annual Action Plan.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The following outlines the Federal resources (CDBG) anticipated by the City of Kingsport as an entitlement city.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	450,724	0	0	450,724	0	estimated \$450724 in annual award

Table 14 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will leverage other funds which address some of the housing and non-housing priority needs identified. CDBG funds will leverage local, private funds and volunteer efforts for the KAHR program which provides emergency repair for low income households. Public service agencies receive various supports from the City government and pursue and receive significant amounts of grant money from federal, state governments and private foundations.

Elimination of slum and blight through code enforcement, clearance and demolition.

If appropriate, describe publically owned land or property located within the state that may be used to address the needs identified in the plan

KHRA, the public housing authority, owns a large tract of land where the former Robert E. Lee Apartments were housed. Due to the ongoing excessive cost to renovate this property the decision was made to demolish these units. One for one replacement housing (128 units) must be built on or around this site per HUD regulations. KHRA continues to explore funding opportunities for new construction. This remains a high priority for the city.

Discussion

The City anticipates continued qualification and certification as an entitlement city under the Community Development Block Grant (CDBG) program administered by the Department of Housing and Urban Development (HUD). The City annually plans for these funds and attempts to match them as closely as possible to perceived and voiced (public comment) needs. To every extent possible, the City allocates these funds with the maximum impact possible and attempts to leverage them as much as possible.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Kingsport	Government	Homelessness Non-homeless special needs Ownership Planning Public Housing neighborhood improvements public facilities public services	Jurisdiction

Table 15 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Kingsport administers the CDBG funds for Kingsport.

CDBG - The City will contract with local sub recipient agencies to deliver CDBG public service activities.

ESG – The Greater Kingsport Alliance for Development (GKAD) receives ESG funding as a competitive grantee, and administers the ESG.

Kingsport is a community that is volunteer and service oriented and the City benefit through working with many agencies and civic groups. Volunteerism is one of Kingsport’s strengths and the beneficiaries and clients of local services receive well-planned and thoughtful, kind service.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS		X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			

Table 16 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Greater Kingsport Alliance for Development is the recipient of Emergency Solutions Grant competitive funding. These funds are used to provide emergency homeless prevention and rapid re-housing activities. Other persons who meet a definition of “homeless” are also reached with these funds, which may include veterans and unaccompanied youth.

The City participates with the local Continuum of Care, administered by the Appalachian Regional Coalition on Homelessness (ARCH). ARCH coordinates a number of continuum of care grants and program through many local service agencies. A more detailed description of ARCH’s role is included in other sections of this plan.

Kingsport Housing & Redevelopment Authority receives a Continuum of Care (CoC) grant and a Housing Opportunities for Persons with HIV/AIDS (HOPWA). The City of Kingsport is one of the geographic areas that are served by these funds.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The following agencies and the services they provide address City strengths:

Abuse Alternatives, The Salvation Army Kingsport, Safe House, Haven of Mercy, Interfaith Hospitality Network, Eastern Eight CDC, Kingsport Homeless Ministries, Horizon CDC and Catholic Charities are all nonprofit organizations that will address the needs of the homeless and potentially homeless. The regional Continuum of Care agency, the Appalachian Regional Coalition on Homelessness, plays an integral role in addressing homeless issues, currently through the Homeless Prevention and Rapid Re-Housing Program.

The First Tennessee Human Resources Agency provides programs in home energy assistance, homebuyer assistance, housing counseling, transportation, adult daycare, and nutrition.

The Upper East Tennessee Human Development Agency provides a weatherization program through local neighborhood service centers. Their services have been greatly expanded due to receiving National Stimulus Program funds.

Locally, the Department of Human Services assists very low and low-income people with financial aid and food stamps.

FEMA Emergency Food and Shelter Local Boards operate in Washington and Sullivan Counties to provide funding to nonprofits who then assist individuals and families.

Gaps in service delivery do occur at times. There are several reasons. Chief among this may be attributed to the geographic area being mountainous and having remote locations, and lacking adequate public transit services outside of the populated areas.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Gaps in the delivery system will be addressed by continually educating and networking with nonprofit agencies. Efforts will also continue to involve more agencies in the consolidated planning process. The City of Kingsport and the United Way of Greater Kingsport have partnered to provide a homeless services liaison to work with the homeless population in the city. The Kingsport Police Department has also employed a social worker to work with the homeless population to act as liaison for these clients.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent, Safe and Affordable Housing	2025	2029	Affordable Housing	City-Wide	Decent, Safe and Affordable Housing	CDBG: \$172,971	Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Decent, Safe, Affordable Housing Code	2025	2029	Affordable Housing	City-Wide	Decent, Safe and Affordable Housing	CDBG: \$25,000	Housing Code Enforcement/Foreclosed Property Care: 300 Household Housing Unit
3	Public Services	2025	2029	Non-Housing Community Development	City-Wide	Public Services	CDBG: \$67,608	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
4	Section 108 Hope VI	2025	2029	Affordable Housing	City-Wide	Decent, Safe and Affordable Housing	CDBG: \$70,000	Other: 1 Other
5	Demolition	2025	2029	Demolition	City-Wide	Decent, Safe and Affordable Housing	CDBG: \$25,000	Buildings Demolished: 5 Buildings
6	Admin	2025	2029	admin	City-Wide	Decent, Safe and Affordable Housing	CDBG: \$90,145	Other: 1 Other

Table 17 – Goals Summary

Goal Descriptions

1	Goal Name	Decent, Safe and Affordable Housing
	Goal Description	The City intends to address the needs of lower income households with structural and code rehabilitation and emergency repair. The goal is to maintain, if not increase, the number of affordable and accessible housing in the city.
2	Goal Name	Decent, Safe, Affordable Housing Code
	Goal Description	The CDBG program works with the City's office of Code Enforcement and local community based organizations in the identification of housing that poses nuisances to neighborhoods by being severely deteriorated, dilapidated and/or chronically vacant. CDBG funds are also allocated to Code Enforcement efforts, "city-wide", in order to maintain decent, safe and affordable housing in Kingsport.
3	Goal Name	Public Services
	Goal Description	To provide services to extremely-low, low and moderate income persons and families which address their education, employability, health and safety needs.
4	Goal Name	Section 108 Hope VI
	Goal Description	Repayment of Loan
5	Goal Name	Demolition
	Goal Description	Demolition as an activity in the prevention or elimination of slums and blight. Either on a spot basis or an area basis.
6	Goal Name	Admin
	Goal Description	Administration of CDBG

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The above goals are relative to the non-housing needs of the City. Elsewhere in the Consortium's Consolidated Plan are described goals relative to housing needs. The City participates with the Consortium in addressing the housing needs of the City as well as the region served by the Consortium. However, for the purposes of estimating the number of households that the City of Kingsport will provide affordable housing, the Community Development office has projected the number of extremely low-income, low-income and moderate-income families who will receive housing rehabilitation and emergency repair services. The total number projected for the five-year period covered by the plan is about 250 families, depending on the resources available.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Housing rehabilitation programs and modernization of public housing units by the Kingsport Housing and Redevelopment Authority will continue to abate lead-based paint as it is encountered. Each unit rehabilitated by the City will be assessed for existing and potential lead-based paint hazards, which will be abated. The number of units targeted for rehabilitation in the next year, including CDBG and HOME program funds, is 45.

How are the actions listed above integrated into housing policies and procedures?

As alluded to above, the HOME Policies and Procedures, which govern the activities of the Consortium, are engaged by the City of Kingsport in the delivery of housing services. These policies include specific requirements relative to lead-based paint hazards. A copy of these policies is attached to the Consolidated Plan.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Employment opportunities are the key to reducing the number of households living in poverty. Many times a lack of education and/or skills training for many adults limit their employment potential. Improving the economy within the Consortium area is an essential element in the anti-poverty strategy. Kingsport's Economic Development Task Force, Bristol, Tennessee's Industrial Development Board, Bristol, Virginia's Economic Development Committee, and Johnson City's Economic Development Board all are working to increase opportunities for families living in poverty.

Objectives used to meet this goal involve the use of federal funds for homeownership assistance, rehabilitation of housing, infrastructure improvement, utility tap fees and PSAs to educate the general public about fair housing choice. Efforts will be coordinated with the local Housing Authorities Comprehensive Grant programs to provide rental units for low-income elderly, handicapped and families. Additionally, we will coordinate with local agencies using Tennessee ESG funds to increase the amount and quality of emergency shelter accommodations for the homeless.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

In June 2004, the Sullivan County Economic Development Partnership was formed. It is composed of the cities of Bluff City, Bristol, Kingsport and Sullivan County, Tennessee. The Partnership is a governmental entity that consolidates the economic development program for all of Sullivan County. This entity is charged to establish, coordinate and implement a comprehensive economic development agency whose purpose is to develop and implement an overall economic development strategic plan. The Partnership seeks to stimulate development in new manufacturing and services, existing businesses, retail destinations/venues, small business and startups and support hospitality and tourism.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The office of Community Planning monitors progress of strategies, priorities, and goals contained in the City's Annual Action Plan. The department has primary responsibility for administering the CDBG program for the City and is directly involved with most housing and service agencies throughout the jurisdiction as well as monitoring of projects and activities. All activities are reviewed annually to assure they are carried out in accordance with applicable Federal, State and local laws and regulations and are consistent with local and HUD goals and objectives.

The city ensures that activities funded through CDBG funds align with the broader comprehensive plans set out for the community. This involves regularly reviewing the alignment of funded activities with zoning laws, urban development plans, and other strategic priorities.

The City's CDBG program consistently has several subrecipients carrying out program activities. The City has in place a specific plan for monitoring subrecipients, which will be utilized over the life of the Plan.

Community development also works with the City's Purchasing Department, as well as regionally with the First Tennessee Development District, to ensure that a program of outreach and recruitment of minority business is undertaken. In this program, a list of minority businesses is maintained, new businesses regularly recruited and businesses specifically invited to participate in bidding processes for contracts using Federal funding sources.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The following outlines the Federal resources (CDBG) anticipated by the City of Kingsport as an entitlement city.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	450,724.00	0.00	0.00	450,724.00	0.00	estimated \$450724 in annual award

Table 18 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will leverage other funds which address some of the housing and non-housing priority needs identified. CDBG funds will leverage local, private funds and volunteer efforts for the KAHR program which provides emergency repair for low income households. Public service agencies receive various supports from the City government and pursue and receive significant amounts of grant money from federal, state governments and private foundations.

Elimination of slum and blight through code enforcement, clearance and demolition.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

KHRA, the public housing authority, owns a large tract of land where the former Robert E. Lee Apartments were housed. Due to the ongoing excessive cost to renovate this property the decision was made to demolish these units. One for one replacement housing (128 units) must be built on or around this site per HUD regulations. KHRA continues to explore funding opportunities for new construction. This remains a high priority for the city.

Discussion

The City anticipates continued qualification and certification as an entitlement city under the Community Development Block Grant (CDBG) program administered by the Department of Housing and Urban Development (HUD). The City annually plans for these funds and attempts to match them as closely as possible to perceived and voiced (public comment) needs. To every extent possible, the City allocates these funds with the maximum impact possible and attempts to leverage them as much as possible.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent, Safe, Affordable Housing Code	2025	2029	Affordable Housing	City-Wide	Decent, Safe and Affordable Housing	CDBG: \$172,971.00	Housing Code Enforcement/Foreclosed Property Care: 300 Household Housing Unit
2	Public Services	2025	2029	Non-Housing Community Development	City-Wide	Public Services	CDBG: \$67,608.00	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
3	Demolition	2025	2029	Demolition	City-Wide	Decent, Safe and Affordable Housing	CDBG: \$25,000.00	Buildings Demolished: 5 Buildings
4	Decent, Safe and Affordable Housing	2025	2029	Affordable Housing	City-Wide	Decent, Safe and Affordable Housing	CDBG: \$25,000.00	Homeowner Housing Rehabilitated: 20 Household Housing Unit

Table 19 – Goals Summary

Goal Descriptions

1	Goal Name	Decent, Safe, Affordable Housing Code
	Goal Description	The CDBG program works with the City's office of Code Enforcement and local community based organizations in the identification of housing that poses nuisances to neighborhoods by being severely deteriorated, dilapidated and/or chronically vacant. CDBG funds are also allocated to Code Enforcement efforts, "city-wide", in order to maintain decent, safe and affordable housing in Kingsport.
2	Goal Name	Public Services
	Goal Description	Public service activities other than low/moderate income housing benefit.
3	Goal Name	Demolition
	Goal Description	Demolition of Blighted properties in LMI Communities.
4	Goal Name	Decent, Safe and Affordable Housing
	Goal Description	The City plans to provide rehabilitation and emergency repair to approximately 20 houses within the program year.

AP-35 Projects - 91.420, 91.220(d)

Introduction

This contains the listed projects that Kingsport wishes to fund:

CDBG Admin

KAHR Program

Community Enrichment/Public Services

Code Enforcement

Demolition

HOPE VI/Section 108

#	Project Name
1	CDBG Admin
2	KAHR-Kingsport Alliance for Housing Revitalization
3	Community Enrichment/Public Services
4	Hope VI/108 Loan
5	Code Enforcement
6	Demolition

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Home repair and rehabilitation remains a top priority as there are many homes that are in need of repairs to make them decent, safe, and sanitary.

The other funding is used for various community enrichment activities that benefit low and moderate income families.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Admin
	Target Area	City-Wide
	Goals Supported	Decent, Safe, Affordable Housing Code
	Needs Addressed	Decent, Safe and Affordable Housing
	Funding	CDBG: \$90,145.00
	Description	CDBG funds allocated for administrative costs to the City of Kingsport for the 2025-2026 program year.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	CDBG Admin
	Location Description	CDBG Admin
	Planned Activities	Admin of CDBG
2	Project Name	KAHR-Kingsport Alliance for Housing Revitalization
	Target Area	City-Wide
	Goals Supported	Decent, Safe, Affordable Housing Code
	Needs Addressed	Decent, Safe and Affordable Housing
	Funding	CDBG: \$172,971.00

	Description	Housing rehab continues to be a need in Kingsport, especially for the low-moderate income households. Due to the older housing stock combined with low income homeowners, there is a great need for emergency repairs. We will use a large amount of our CDBG funds for this purpose. We plan to partner with organizations such as Holston Habitat for Humanity, Kingsport Housing Redevelopment Authority, Carpenter's Helpers, Appalachia Service Project, and other housing providers in order to provide the maximum assistance possible to these homeowners.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Appx 15 LMI families will be served per year.
	Location Description	City Wide
	Planned Activities	Emergency home repairs for low income owner occupied houses.
3	Project Name	Community Enrichment/Public Services
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$67,608.00
	Description	Community Development Block Grant to fund agencies that perform Public Service functions which serve low- and moderate-income persons in the City. The maximum amount available for Public Service funding is \$67,608.90 to be distributed to local non-profit agencies who apply for funding and meet funding criteria. Community Development will continue to support the United Way Homeless efforts by providing \$25,000 for a homeless liaison, who provides direct service and referrals to those experiencing or at-risk for homelessness in the City of Kingsport. The Community Development office will make \$42,608.90 available through a competitive application process to public service organizations in May 2025. The activities proposed by all agencies must meet basic eligibility criteria under CDBG regulations.

	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	We estimate appx 500 individuals will be served.
	Location Description	Local will be within the Kingsport City Limits
	Planned Activities	Community Development to fund agencies which perform Public Service functions which serve low and moderate income persons in the City. The maximum amount available for Public Service funding is \$65,109.60 to be distributed to local non-profit agencies who apply for funding and meet funding criteria. Community Development will continue to support the United Way Homeless efforts by providing \$25,000 to for a homeless liaison, who provides direct service and referrals to those experiencing or at-risk for homelessness in the City of Kingsport. The Community Development office will make \$40,109.60 available through a competitive application process to public service organizations in May 2023. The activities proposed by all agencies must meet basic eligibility criteria under CDBG regulations.
4	Project Name	Hope VI/108 Loan
	Target Area	City-Wide
	Goals Supported	Decent, Safe, Affordable Housing Code
	Needs Addressed	Decent, Safe and Affordable Housing
	Funding	CDBG: \$70,000.00
	Description	Installment for 108 loan supporting the 2008 HOPE VI project. For Program Year 2025, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	15 LMI
	Location Description	Sherwood and Hiwassee
	Planned Activities	Installment for 108 loan supporting the 2008 HOPE VI project. For Program Year 2023, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.
5	Project Name	Code Enforcement
	Target Area	City-Wide
	Goals Supported	Decent, Safe, Affordable Housing Code
	Needs Addressed	Decent, Safe and Affordable Housing
	Funding	CDBG: \$25,000.00
	Description	The CDBG program works with the City's office of Code Enforcement and local community-based organizations for the identification of housing that poses nuisances to neighborhoods by being severely deteriorated, dilapidated and/or chronically vacant. CDBG funds are also allocated to Code Enforcement efforts, "city-wide", in order to maintain decent, safe and affordable housing in Kingsport. Funding also includes program carryover from the Past Years (PY).
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	300
	Location Description	City Wide LMI Communities
	Planned Activities	The CDBG program works with the City's office of Code Enforcement and local community based organizations in the identification of housing that poses nuisances to neighborhoods by being severely deteriorated, dilapidated and/or chronically vacant. CDBG funds are also allocated to Code Enforcement efforts, "city-wide", in order to maintain decent, safe and affordable housing in Kingsport.
6	Project Name	Demolition
	Target Area	City-Wide
	Goals Supported	Demolition
	Needs Addressed	Decent, Safe and Affordable Housing
	Funding	CDBG: \$25,000.00
	Description	Demolition of blighted properties.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	5 total blighted properties cleared
	Location Description	City Wide
	Planned Activities	Demolition of slum and blight as identified by Code Enforcement.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Although the project is not awarded funding based on any specific geographic priority, the only project which is restricted to a geographic area is the South Central Kingsport CDC program. Because South Central is a qualified CBDO, its activities are restricted to the South Central jurisdiction which include specific sections of Census Tracts 402 and 404. These areas are ones in which a significant percentage are low-income and minority populations.

KHRA Learning Centers funding, while not restricted necessarily to any recognizable geographically delineated area, are utilized within public housing developments and the neighborhoods surrounding them. These developments are spread throughout the city.

All other activities are city-wide.

Geographic Distribution

Target Area	Percentage of Funds
City-Wide	100

Table 21 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As indicated above, the City's funding priorities are not based on any delineated geographic area.

Discussion

In years past, the City of Kingsport undertook its CDBG program in certain qualified target areas in the City. Several neighborhoods were transformed as a result. These include Highland, Old Kingsport, Rotherwood Heights, Gibsontown and other smaller areas. As funding has decreased over the years, it has become increasingly difficult to allocate funds in target areas with significant impact. This has driven the City to offer funding to public service agencies and housing rehabilitation clients on a city-wide basis.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City Community Development Coordinator has developed a Community Development Advisory Committee (CDAC), which the members will be citizens representing the low and moderate income households.

Actions planned to address obstacles to meeting underserved needs

Actions Planned to address obstacles to meeting underserved needs:

- The City of Kingsport has previously adopted a Fair Housing Ordinance that prohibits discrimination in housing practices and incorporates provisions of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988. The documents include protection for all citizens regardless of race, color, sex, religion, national origin, disability or familial status.
- The distribution of the “Fair Housing, It’s Your Right” occurs with contacts with CDBG and other program beneficiaries.
- Fair Housing complaints are received and attended by the Community Development office of the City. As inquiries and complaints are received, they are reviewed and, as appropriate, either forwarded to the Fair Housing office of HUD, the Tennessee Human Rights Commission, or to Legal Services of Upper East Tennessee office which provides fair housing advocacy and counseling. Community Development also provides the locally produced “About Renting” booklet which provides valuable information regarding fair housing rights and remedies.
- City Community Development staff participates with the Legal Services of Upper East Tennessee staff in providing fair housing training to the staff of the Kingsport Housing and Redevelopment Authority. KHRA staff are traditional points of contact with populations identified as particularly prone to fair housing concerns.
- Community Development staff also provide Fair Housing information to the Kingsport Ministerial Alliance who are also points of contact with persons who tend to have some fair housing issues.
- The City provides Fair Housing rights information on the local government channel through Charter Communications. The City has a television commercial produced a number of years ago available for broadcast.
- Community Development staff has been working with City Planning staff to develop methods of including non-discrimination and Fair Housing rights language in various communications the City Planning Department staff produce and distribute to citizens during development proposals. Staff believes that development projects generate a heightened awareness among affected citizenry and these would be excellent times to communicate discrimination and Fair

Housing rights.

Actions planned to foster and maintain affordable housing

The City of Kingsport continues to offer rehabilitation and emergency repair to low and moderate income home-owners in the City on a city-wide basis. The City believes this program not only provides decent, safer and more accessible housing for those families and individuals in need, but also helps maintain an affordable housing stock for the city.

Actions planned to reduce lead-based paint hazards

Housing rehabilitation programs and modernization of public housing units by the Kingsport Housing and Redevelopment Authority will continue to abate lead-based paint as it is encountered. Each unit rehabilitated by the City will be assessed for existing and potential lead-based paint hazards, which will be abated. The number of units targeted for rehabilitation in the next year, including CDBG and HOME program funds, is 40.

Actions planned to reduce the number of poverty-level families

Employment opportunities are the key to reducing the number of households living in poverty. Many times a lack of education and/or skills training for many adults limit their employment potential. Improving the economy within the Consortium area is an essential element in the anti-poverty strategy. Kingsport's Economic Development Task Force, Bristol, Tennessee's Industrial Development Board, Bristol, Virginia's Economic Development Committee, and Johnson City's Economic Development Board all are working to increase opportunities for families living in poverty.

In June 2004, the Sullivan County Economic Development Partnership was formed. It is composed of the cities of Bluff City, Bristol, Kingsport and Sullivan County, Tennessee. The Partnership is a governmental entity that consolidates the economic development program for all of Sullivan County. This entity is charged to establish, coordinate and implement a comprehensive economic development agency whose purpose is to develop and implement an overall economic development strategic plan. The Partnership seeks to stimulate development in new manufacturing and services, existing businesses, retail destinations/venues, small business and startups and support hospitality and tourism.

Objectives used to meet this goal involve the use of federal funds for homeownership assistance, rehabilitation of housing, infrastructure improvement, utility tap fees and PSAs to educate the general public about fair housing choice. Efforts will be coordinated with the local Housing Authorities Comprehensive Grant programs to provide rental units for low-income elderly, handicapped and

families. Additionally, we will coordinate with local agencies using Tennessee ESG funds to increase the amount and quality of emergency shelter accommodations for the homeless.

Actions planned to develop institutional structure

There are no proposals to change the existing Institutional Structure. The Kingsport Housing and Redevelopment Authority is not considered a “troubled” public housing agency and most of the other public and social service agencies in the Kingsport area are very well organized and strong. Actions to improve the structure will be taken, as they become apparent.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has a tradition of supporting Public Service agencies with Federal and local funding. In 2024-2025, Community Development proposes to fund agencies which perform Public Service functions which serve low and moderate income persons in the City.

HOPE VI – For Program Year 2024-25, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

Discussion

While the City of Kingsport is a regional leader in economic development strategies, the Community Development Block Grant program is not regularly utilized for these efforts.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

Discussion

Attachments

Citizen Participation Comments

Date 04/15/2025

Name: Michael Price

Title: Community Planner

City of Kingsport

415 Broad Street

Kingsport, TN 37660

No Public Comments were received in regards to the Annual Action Plan, nor the Consolidated Plan.

Appendix - Alternate/Local Data Sources

1	Data Source Name
	City of Kingsport Economic Development
	List the name of the organization or individual who originated the data set.
	City of Kingsport Economic Development
	Provide a brief summary of the data set.
	Work Area Profile Analysis
	What was the purpose for developing this data set?
	To find areas of opportunity around economic and workforce development.
	Provide the year (and optionally month, or month and day) for when the data was collected.
2022 Data	
Briefly describe the methodology for the data collection.	
Census Data	
Describe the total population from which the sample was taken.	
55,400	
Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.	
Respondents were taken from 2022 Census data and reflect the population of Kingsport.	

Community Development Action Plan

FY 2025-2026

Proposed Project Descriptions

Housing - Kingsport Alliance for Housing Revitalization (KAHR) –

KAHR provides emergency home repair assistance to low and moderate-income homeowners citywide in order to safeguard against imminent danger to human life, health, or safety, or to protect the property from further structural damage or structural collapse. In FY 2025/2026, Community Development proposes to utilize the following CDBG funds in the KAHR program:

Rehabilitation/Emergency Repair: \$172,971.90 2025 Allocation

Community Programs – For 2025/2026, Community Development proposes to fund the Community Programs line item at \$67,608.90

Community Development proposes to utilize approximately \$42,608.90 of CDBG funding to local non-profit organizations that address the educational, advocacy, employment, health, safety and economic opportunity needs of extremely-low, low, and moderate income persons and families and subgroups within in the City of Kingsport. The City of Kingsport will advertise funding availability to the public for Community Enrichment Programs. The Community Development Advisory Committee will review proposals and award the highest-scoring non-profit organizations to serve the needs of LMI persons in the city.

Community Development proposes to utilize \$25,000 of CDBG funding to continue our partnership with the United Way of Kingsport to support a Homeless Liaison position. The United Way Homeless Liaison provides referral and housing services and well-resourced path to self-sufficiency for individuals experiencing homelessness.

Community Development Program grants are administered through subrecipient agreements prescribed by the U. S. Department of Housing and Urban Development (HUD) and monitored by the Community Development office. Upon approval of the overall funding allocation by the Board of Mayor and Aldermen, the Community Development Advisory Committee will review applications from various agencies and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

Code Enforcement/Demolition – The Mayor’s One Kingsport Summit recommended several action plan emphases to improve the Kingsport community in various target themes. Among these themes was the area of housing. The housing study committee has put forward a number of priorities for housing in the city, which spans the spectrum from affordable housing to up-scale market rate housing. One emphasis involved in housing is strengthening the City’s Code Enforcement program. Since a substantial amount of code enforcement effort for the City is relative to lower income housing, the Advisory Committee

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year’s Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

recommended allocating \$50,000 for the City's Code Enforcement program. Funds are used to bolster the City's code enforcement inspections and review activities.

2025 Allocation: \$50,000.00

2024 Carry Over: \$50,000.00

2023 Carry Over: \$38,524.03

HOPE VI/Section 108 Loan – For Program Year 2025, Community Development proposes to allocate \$70,000 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007, the City applied for \$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

\$254,000 remains on the debt, and payments go through 2031.

Administration – For Program Year 2025, Community Development proposes an administration budget of \$90,145.20. These funds provide for staffing and necessary office expenses related to the overall administration of the CDBG program, including the shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities.

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year's Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

2025 COMMUNITY DEVELOPMENT BLOCK GRANT

Program:	2025 Allocation:	Approx. Program Income:	Approx. 2024 Carryover:	Approx. 2023 Carryover:	Total:
KAHR – Safe, decent housing	\$172,971.90	\$0	\$0	\$0	\$172,971.90
Community Enrichment	\$67,608.90	\$0	\$0	\$451.05	\$68,059.95
Code Enforcement	\$50,000	\$0	\$50,000	\$50,000.00	\$150,000.00
Demolition – Safe, decent housing	\$0	\$0	\$0	\$0	\$0
Hope VI Project/Section 108 Loan	\$70,000	\$0	\$0	\$0	\$70,000
Program Administration	\$90,145.20	\$0	\$0	\$50,015.13	\$140,160.33
Total:	\$450,726.00	\$0	\$50,000.00	\$100,466.18	\$601,192.18

A full copy of the CDBG 2025 Annual Action Plan is available on the City of Kingsport Community Development Website at

<https://www.kingsporttn.gov/cdbg-program-documents/>

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year's Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

Item IX1.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



AGENDA ACTION FORM

Consideration of a Budget Ordinance for Various Funds FY25

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-95-2025

Work Session: April 14, 2025

First Reading: April 15, 2025

Final Adoption: May 6, 2025

Staff Work By: Morris

Presentation By: McCartt

Recommendation:

Approve the Budget Ordinance

Executive Summary:

The General Fund is being amended by accepting the Statewide Agricultural Farmers Market Grant from the Tennessee Department of Agriculture in the amount of \$1,500 and reallocating \$151,000 from the Misc Projects project (NC2325) for IT equipment and software.

The General Projects-Special Revenue Fund is being amended by transferring \$230,680 from the Misc Projects project (NC2325) to the Allandale Improvements project (NC2325) for upcoming soffit repairs and returning \$151,000 to the General Fund for IT equipment and software.

Attachments:

1. Budget Ordinance

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

CITY OF KINGSPORT
FISCAL YEAR 2024-2025
BUDGET AMENDMENT NUMBER 21

ITEM ONE: Acceptance of the SAFMGP Grant- \$1,500

On March 18, 2025, the BMA approved a resolution to apply for and receive the Statewide Agricultural Farmers Market Grant (SAFMGP) through the Tennessee Department of Agriculture in the amount of \$1,500. The City has received this grant and this ordinance allocates it for expenditure.

ITEM TWO: 3-Part Printer Replacements, Office 365 Upgrades, and Debt Book- \$151,000

Brings in \$151,000 from Misc Projects (NC2325) to the cover the cost of 3-Part Printer Replacement (\$70,000), Office 365 Upgrades (\$46,000), and the new Debt Book software for the Finance Department (\$35,000).

ITEM THREE: Soffit Repairs at Allandale Mansion- \$230,680

The soffit along the roof at Allandale Mansion is in disrepair and needs to be replaced before more damage occurs. This ordinance transfers \$230,680 from the Misc Proj (NC2325) to cover construction and repairs to the facility.

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 Fund be amended by accepting the Statewide Agricultural Farmers Market Grant from the Tennessee Department of Agriculture in the amount of \$1,500 to the Other State Miscellaneous line (110-0000-332.02-99) and appropriating the funds to the Advertising & Publication line (110-4511-471.20-10) for expenditure and by reappropriating funds from the Misc Proj project (NC2325) in the amount of \$151,000 to the Computer Repairs/Maintenance line (110-1013-404.20-57).

SECTION II. That the General Projects Special Revenue Fund be amended by transferring \$230,680 from the Misc Proj project (NC2325) to the Allandale Improvements project (NC2325) and by returning \$151,000 to the General Fund for use in the Computer Repairs/Maintenance line (110-1013-404.20-57).

General Fund: 110

Account Number/Description:

Revenues:

110-0000-368.99-00 Other State

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	1,500	1,500
Total:	0	1,500	1,500

Expenditures:

110-1013-404.20-57 Computer Repairs/Maint

110-4511-471.20-10 Advertising & Publication

110-4804-481.70-35 To Gen Proj-Special Rev

	\$	\$	\$
	1,603,776	151,000	1,754,776
	6,600	1,500	8,100
	2,415,025	(151,000)	2,264,025
Total:	4,025,401	1,500	4,026,901

General Projects-Special Revenue Fund: 111

Misc Proj (NC2325)

Account Number/Description:

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	790,000	(381,680)	408,320
Total:	790,000	(381,680)	408,320

Expenditures:

111-0000-601.90-01 Land

111-0000-601.90-04 Equipment

	\$	\$	\$
	117,000	0	117,000
	673,000	(381,680)	291,320
Total:	790,000	(381,680)	408,320

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	321,686	0	321,686
111-0000-391.01-00 From General Fund	167,800	230,680	398,480
111-0000-391.69-00 Visitors Enhancement Fund	50,000	0	50,000
Total:	539,486	230,680	770,166
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	446,435	230,680	677,115
111-0000-601.20-23 Arch/Eng/Landscaping Serv	84,045	0	84,045
111-0000-601.90-04 Equipment	9,006	0	9,006
Total:	539,486	230,680	770,166

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

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance for Various Funds FY25

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

Action Form No.: AF-82-2025
Work Session: March 31, 2025
First Reading: April 1, 2025

Final Adoption: April 15, 2025
Staff Work By: Morris
Presentation By: McCartt

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

The Urban Mass Transit Asst Project Fund is being amended by transferring \$49,112 from the FY25 ADA/Paratransit project (FTA030) to the FY19 Operating Grant project (FTA023) and \$732,888 from the FY25 ADA/Paratransit project (FTA030) to the FY25 Operating Grant project (FTA038). Close FTA030.

The General Project Fund is being amended by transferring \$45,219 from the Fire Station #2 project (GP2209) to the Street Resurfacing project (GP2400), and by transferring \$25,000 from the Street Resurfacing project (GP2400) to the Fire SCBA Equipment project (GP2513), by transferring \$20,219 from the Street Resurfacing project (GP2400) to the General Fund to be transferred to the General Projects-Special Revenue Fund for use in the Paramedic Training project (NC2321).

The Water Project Fund be amended by reallocating \$337,096 from the Memorial Blvd Sewer Line project (SW2405) to the Memorial Blvd Water Line project (WA2405) and by transferring \$435,000 from the Horse Creek Area Upgrades project (WA2404) to the Memorial Blvd Water Line project (WA2405).

Attachments:

1. Budget Ordinance
2. Supplemental Information

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

CITY OF KINGSPORT
FISCAL YEAR 2024-2025
BUDGET AMENDMENT NUMBER 20

ITEM ONE: TRANSIT PROJECT CLEANUP

Restructures the current State and Local allocations to Transit for FY2025 to cover expenditure overages in the FY2019 Operations project to prepare the FY2019 project for closure. Transit grants from the State and Federal Government were allocated differently during the pandemic (18 months, 6 months, equipment only, etc.) and are now returning to typical annual operations grants.

ITEM TWO: FIRE DEPARTMENT PROJECT CLEANUP

With design work completed for the Fire Station #2 rebuild, a balance of \$45,219 remained. Since these are bonded funds, they are being allocated to the Street Resurfacing project and General Fund dollars from the Street Resurfacing project are being swapped out for use in two needed fire priorities; the purchase of SCBA (Self Contained Breathing Apparatus) replacements for our firefighters at a cost of \$25,000 and the remaining \$20,219 is being reserved for upcoming Paramedic training.

ITEM THREE: SEWER PROJECT REALLOCATION

A portion of the bonded funds from the Memorial Blvd Sewer Line Relocation project in the amount of \$337,096 and the remaining \$435,000 of bonded funds in the Horse Creek Area Upgrades project are being reallocated to cover the new estimated cost of the Memorial Blvd Water Line Relocation project, which is \$4,072,096.

ORDINANCE NO.

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

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

SECTION I. That the Urban Mass Transit Asst Project Fund be amended by transferring \$49,112 from the FY25 ADA/Paratransit project (FTA030) to the FY19 Operating Grant project (FTA023) and \$732,888 from the FY25 ADA/Paratransit project (FTA030) to the FY25 Operating Grant project (FTA038). Close FTA030.

SECTION II. That the General Project Fund be amended by transferring \$45,219 from the Fire Station #2 project (GP2209) to the Street Resurfacing project (GP2400), and by transferring \$25,000 from the Street Resurfacing project (GP2400) to the Fire SCBA Equipment project (GP2513), by transferring \$20,219 from the Street Resurfacing project (GP2400) to the General Fund to be transferred to the General Projects-Special Revenue Fund for use in the Paramedic Training project (NC2321).

SECTION III. That the General Projects-Special Revenue Fund be amended by appropriating \$20,219 from the General Fund to the Paramedic Training project (NC2321).

SECTION IV. That the Sewer Project Fund be amended by decreasing the amount of bonds allocated to the Memorial Blvd Sewer Line project (SW2405) by \$337,096 to be reallocated to the Memorial Blvd Water Line project (WA2405).

SECTION V. That the Water Project Fund be amended by reallocating \$337,096 from the Memorial Blvd Sewer Line project (SW2405) to the Memorial Blvd Water Line project (WA2405) and by transferring \$435,000 from the Horse Creek Area Upgrades project (WA2404) to the Memorial Blvd Water Line project (WA2405).

Urban Mass Transit Fund: 123
FY25 ADA/Paratransit (FTA030)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
123-0000-332.90-00 Dept of Transportation	625,600	(625,600)	0
123-0000-391.01-00 From General Fund	156,400	(156,400)	0
Total:	782,000	(782,000)	0

Expenditures:

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	450,220	(450,220)	0
123-5901-602.10-11 Overtime	10,000	(10,000)	0
123-5901-602.10-20 Social Security	34,070	(34,070)	0
123-5901-602.10-30 Group Health Insurance	53,800	(53,800)	0
123-5901-602.10-41 TCRS Retirement	32,510	(32,510)	0
123-5901-602.10-42 TCRS Hybrid Retirement	10,120	(10,120)	0
123-5901-602.10-43 ICMA Retirement	5,430	(5,430)	0
123-5901-602.10-50 Life Insurance	1,410	(1,410)	0
123-5901-602.10-52 Long Term Disability Ins	960	(960)	0
123-5901-602.10-60 Workmen's Compensation	570	(570)	0

123-5901-602.10-61 Unemployment Insurance	880	(880)	0
123-5901-602.20-10 Advertising & Publication	1,000	(1,000)	0
123-5901-602.20-11 Printing & Binding	2,250	(2,250)	0
123-5901-602.20-20 Professional/Consultant	10,000	(10,000)	0
123-5901-602.20-21 Accounting & Auditing	2,000	(2,000)	0
123-5901-602.20-30 Electric Service	5,200	(5,200)	0
123-5901-602.20-33 Water and Sewer	2,000	(2,000)	0
123-5901-602.20-34 Telephone	5,200	(5,200)	0
123-5901-602.20-36 Natural Gas	2,000	(2,000)	0
123-5901-602.20-40 Travel Expense	5,800	(5,800)	0
123-5901-602.20-41 Registration Fees/ Tuition	2,600	(2,600)	0
123-5901-602.20-42 Personal Vehicle Reimburs	200	(200)	0
123-5901-602.20-43 Dues & Memberships	4,500	(4,500)	0
123-5901-602.20-44 Literature/ Subscriptions	700	(700)	0
123-5901-602.20-45 Training	2,600	(2,600)	0
123-5901-602.20-52 Medical Services	700	(700)	0
123-5901-602.20-54 Machinery/ Equip Rental	3,200	(3,200)	0
123-5901-602.20-55 Repairs & Maintenance	18,800	(18,800)	0
123-5901-602.20-56 Repairs & Maint-Vehicles	70,000	(70,000)	0
123-5901-602.20-69 Stormwater Fee Expense	200	(200)	0
123-5901-602.20-75 Temporary Employees	12,200	(12,200)	0
123-5901-602.30-10 Office Supplies	4,500	(4,500)	0
123-5901-602.30-11 Postage	500	(500)	0
123-5901-602.30-12 Food	1,100	(1,100)	0
123-5901-602.30-20 Operating Supplies & Tool	7,700	(7,700)	0
123-5901-602.30-22 Maintenance Supplies	5,400	(5,400)	0
123-5901-602.30-26 Sign Parts & Supplies	1,300	(1,300)	0
123-5901-602.30-29 Clothing & Uniforms	5,200	(5,200)	0
123-5901-602.30-44 Motor Pool Charges	400	(400)	0
123-5901-602.50-10 Buildings	2,180	(2,180)	0
123-5901-602.50-26 Vehicle Ins Chgd by FLM	2,600	(2,600)	0
123-5902-602.20-56 Repair & Maint-Vehicles	0	(0)	0
Total:	782,000	(782,000)	0

FY19 Operating Grant (FTA023)

Account Number/Description:

<u>Revenues:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	902,463	0	902,463
123-0000-332.90-00 Department of Transportation	723,415	38,901	762,316
123-0000-365.20-09 Bus Fares TN-90-X150	82,000	0	82,000
123-0000-365.21-00 ADA Paratransit	26,727	0	26,727
123-0000-368.15-00 Rental of Land & Building	65,333	0	65,333
123-0000-391.01-00 From General Fund	515,994	10,211	526,205
Total:	2,315,932	49,112	2,365,044

Expenditures:

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	1,092,683	73,690	1,166,373
123-5901-602.10-11 Overtime	56,385	(1,061)	55,324
123-5901-602.10-20 Social Security	75,186	(1,299)	73,887
123-5901-602.10-30 Group Health Insurance	186,670	(2,236)	184,434

123-5901-602.10-41 TCRS Retirement	91,337	(2,257)	89,080
123-5901-602.10-42 TCRS Hybrid Retirement	3,391	108	3,499
123-5901-602.10-43 ICMA Retirement	36,748	(664)	36,084
123-5901-602.10-44 TCRS Stabilization %	0	196	196
123-5901-602.10-50 Life Insurance	1,856	(67)	1,789
123-5901-602.10-52 Long Term Disability Ins	1,595	(43)	1,552
123-5901-602.10-60 Workmen's Compensation	1,111	1	1,112
123-5901-602.10-61 Unemployment Insurance	2,242	4	2,246
123-5901-602.20-10 Advertising & Publication	1,023	0	1,023
123-5901-602.20-11 Printing & Binding	6,480	0	6,480
123-5901-602.20-20 Professional/Consultant	581	0	581
123-5901-602.20-30 Electric Service	22,695	2,089	24,784
123-5901-602.20-33 Water & Sewer	5,572	553	6,125
123-5901-602.20-34 Telephone	3,465	0	3,465
123-5901-602.20-36 Natural Gas	4,191	240	4,431
123-5901-602.20-40 Travel Expense	19,510	(439)	19,071
123-5901-602.20-41 Registration Fees/Tuition	5,310	900	6,210
123-5901-602.20-42 Personal Vehicle Reimburse	0	35	35
123-5901-602.20-43 Dues & Memberships	7,047	(446)	6,601
123-5901-602.20-44 Literature/Subscriptions	1,106	1	1,107
123-5901-602.20-45 Training	3,070	172	3,242
123-5901-602.20-52 Medical Services	864	108	972
123-5901-602.20-54 Equipment Rental	6,188	402	6,590
123-5901-602.20-55 Repairs & Maintenance	7,630	0	7,630
123-5901-602.20-56 Repairs & Maint-Vehicles	420,681	(38,066)	382,615
123-5901-602.20-57 Computer Repairs/Mainten	2,015	0	2,015
123-5901-602.20-68 Covid-19	20,862	1	20,863
123-5901-602.20-69 Stormwater Fee Expense	1,627	4	1,631
123-5901-602.20-75 Temporary Employees	9,323	830	10,153
123-5901-602.20-99 Miscellaneous	156,101	14686	170,787
123-5901-602.30-10 Office Supplies	6,187	14	6,201
123-5901-602.30-11 Postage	517	76	593
123-5901-602.30-12 Food	3,175	70	3,245
123-5901-602.30-20 Operating Supplies & Tool	8,546	(381)	8,165
123-5901-602.30-22 Maintenance Supplies	20,289	(642)	19,647
123-5901-602.30-26 Sign Parts & Supplies	381	(112)	269
123-5901-602.30-29 Clothing & Uniforms	5,605	2,301	7,906
123-5901-602.30-68 Covid-19	9,630	0	9,630
123-5901-602.50-26 Vehicle Ins Chgd by FLM	7,057	344	7,401
Total:	2,315,932	49,112	2,365,044

FY25 Operating Grant (FTA038)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
123-0000-332.90-00 Department of Transportation	0	586,699	586,699
123-0000-391.01-00 From General Fund	0	146,189	146,189
Total:	0	732,888	732,888

<u>Expenditures:</u>	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	0	360,600	360,600
123-5901-602.10-11 Overtime	0	18,600	18,600
123-5901-602.10-20 Social Security	0	24,800	24,800
123-5901-602.10-30 Group Health Insurance	0	61,600	61,600
123-5901-602.10-41 TCRS Retirement	0	30,100	30,100
123-5901-602.10-42 TCRS Hybrid Retirement	0	1,200	1,200
123-5901-602.10-43 ICMA Retirement	0	12,100	12,100
123-5901-602.10-44 TCRS Stabilization %	0	200	200
123-5901-602.10-50 Life Insurance	0	600	600
123-5901-602.10-52 Long Term Disability Ins	0	500	500
123-5901-602.10-60 Workmen's Compensation	0	400	400
123-5901-602.10-61 Unemployment Insurance	0	800	800
123-5901-602.20-10 Advertising & Publication	0	400	400
123-5901-602.20-11 Printing & Binding	0	2,100	2,100
123-5901-602.20-20 Professional/Consultant	0	200	200
123-5901-602.20-30 Electric Service	0	7,400	7,400
123-5901-602.20-33 Water & Sewer	0	1,800	1,800
123-5901-602.20-34 Telephone	0	1,100	1,100
123-5901-602.20-36 Natural Gas	0	1,300	1,300
123-5901-602.20-40 Travel Expense	0	6,400	6,400
123-5901-602.20-41 Registration Fees/Tuition	0	1,800	1,800
123-5901-602.20-42 Personal Vehicle Reimburse	0	100	100
123-5901-602.20-43 Dues & Memberships	0	2,300	2,300
123-5901-602.20-44 Literature/Subscriptions	0	400	400
123-5901-602.20-45 Training	0	1,000	1,000
123-5901-602.20-52 Medical Services	0	300	300
123-5901-602.20-54 Equipment Rental	0	2,100	2,100
123-5901-602.20-55 Repairs & Maintenance	0	2,600	2,600
123-5901-602.20-56 Repairs & Maint-Vehicles	0	106,588	106,588
123-5901-602.20-57 Computer Repairs/Mainten	0	700	700
123-5901-602.20-68 Covid-19	0	6,900	6,900
123-5901-602.20-69 Stormwater Fee Expense	0	500	500
123-5901-602.20-75 Temporary Employees	0	3,100	3,100
123-5901-602.20-99 Miscellaneous	0	51,600	51,600
123-5901-602.30-10 Office Supplies	0	2,100	2,100
123-5901-602.30-11 Postage	0	200	200
123-5901-602.30-12 Food	0	1,100	1,100
123-5901-602.30-20 Operating Supplies & Tool	0	2,900	2,900
123-5901-602.30-22 Maintenance Supplies	0	6,700	6,700
123-5901-602.30-26 Sign Parts & Supplies	0	200	200
123-5901-602.30-29 Clothing & Uniforms	0	1,900	1,900
123-5901-602.30-68 Covid-19	0	3,200	3,200
123-5901-602.50-26 Vehicle Ins Chgd by FLM	0	2,400	2,400
Total:	0	732,888	732,888

General Project Fund: 311**Fire Station #2 Imp (GP2209)****Account Number/Description:****Revenues:**

	Budget	Incr/(Decr)	New Budget
	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	253,137	(41,175)	211,962
311-0000-368.21-01 Premium From Bond Sale	24,861	(4,044)	20,817
Total:	277,998	(45,219)	232,779

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	2,998	0	2,998
311-0000-601.90-03 Improvements	275,000	(45,219)	229,781
Total:	277,998	(45,219)	232,779

Street Resurfacing (GP2400)**Account Number/Description:****Revenues:**

	Budget	Incr/(Decr)	New Budget
	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	4,848,535	0	4,848,535
311-0000-368.10-69 GO Bonds Series 2021	0	41,175	41,175
311-0000-368.10-72 GO Bonds Series 2023	438,400	0	438,400
311-0000-368.21-01 Premium From Bond Sale	0	4,044	4,044
311-0000-391.01-00 From General Fund	573,742	(45,219)	528,523
Total:	5,860,677	0	5,860,677

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	5,328,477	169,462	5,497,939
311-0000-601.20-23 Arch/Eng/Landscaping Fee	532,200	(191,749)	340,451
311-0000-601.20-75 Temporary Employees	0	22,287	22,287
Total:	5,860,677	0	5,860,677

Fire SCBA Equipment (GP2513)**Account Number/Description:****Revenues:**

	Budget	Incr/(Decr)	New Budget
	\$	\$	\$
311-0000-391-01.00 From General Fund	0	25,000	25,000
Total:	0	25,000	25,000

Expenditures:

	\$	\$	\$
311-0000-601.90-04 Equipment	0	25,000	25,000
Total:	0	25,000	25,000

Fund 110: General Fund**Account Number/Description:****Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	2,394,806	20,219	2,415,025
110-4804-481.70-36 To Gen Project Fund	7,173,324	(20,219)	7,153,105
Total:	9,568,130	0	9,568,130

Account Number/Description:**Fund 111: General Projects-Special Rev Fund****Paramedic Training (NC2321)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	120,000	20,219	140,219
Total:	120,000	20,219	140,219

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-45 Training	120,000	20,219	140,219
Total:	120,000	20,219	140,219

Sewer Project Fund: 452**Memorial Blvd Sewer Line Relocation (SW2405)****Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-72 GO Bonds Series 2023	4,200,000	(337,096)	3,862,904
Total:	4,200,000	(337,096)	3,862,904

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-601.90-03 Improvements	4,200,000	(337,096)	3,862,904
Total:	4,200,000	(337,096)	3,862,904

Sewer Project Fund: 451**Horse Creek Area Upgrades (WA2404)****Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-331.90-00 Dept of Transportation	42,900	0	42,900
451-0000-391.05-72 GO Bonds Series 2023	435,000	(435,000)	0
Total:	477,900	(435,000)	42,900

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	55,800	(12,900)	42,900
451-0000-605.90-03 Improvements	422,100	(422,100)	0
Total:	477,900	(435,000)	42,900

<u>Memorial Blvd Water Line Relocation (WA2405)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	3,300,000	772,096	4,072,096
Total:	3,300,000	772,096	4,072,096
<u>Expenditures:</u>	\$	\$	\$
451-0000-601.90-03 Improvements	3,300,000	772,096	4,072,096
Total:	3,300,000	772,096	4,072,096

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

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection

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

Action Form No.: AF-89-2025
Work Session: April 14, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Since 2007, the City of Kingsport has provided garbage collection service to the town of Mt. Carmel. The City of Kingsport proposes to extend that service through a one-year contract with Mt. Carmel that raises the monthly rate from \$9.25 to \$10.50 per cart. This new contract would bring in a monthly revenue of \$22,837.50, and a yearly rate of \$274,050. The contract covers garbage collection service only. The revised rate allows the City of Kingsport to cover expected costs and provides the City the availability to use the garbage truck and driver two days a week. Please note that this rate does not cover tipping fees, as the Hawkins County property tax covers residential garbage tipping.

Attachments:

1. Resolution
2. Interlocal Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL
AUTOMATED GARBAGE COLLECTION SERVICES TO THE
TOWN OF MOUNT CARMEL, TENNESSEE

WHEREAS, the city would like to enter into an inter-local cooperation agreement with the Town of Mount Carmel to provide residential automated garbage collection for the town: and,

WHEREAS, the contract will raise the monthly rate by \$1.25, and will bring a monthly revenue of \$22,837.50, and a yearly revenue of \$274,050.00 and the contract covers garbage collection service only.

Now therefore,

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

SECTION I. That the Interlocal Agreement between the city and the Town of Mount Carmel for residential automated garbage collection 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, an Inter-Local Agreement for residential automated garbage collection to serve the Town of Mount Carmel, 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:

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the _____ day of _____, 2025, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$22,837.50 dollars, which is \$10.50 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.

2. The initial term of this Agreement will commence on _____, 2025 and end on _____, 2026.

3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.

4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical

storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Refuse herein. Only the Carts supplied by Kingsport will be used for this collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.

7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.

8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.

9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.

11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$9.25 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 2299451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of

specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive

Kingsport, Tennessee 37660

423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling or an apartment complex whether of single or multi-level construction, consisting of six or

less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit. Rubbish – Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste - Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

[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 amendment, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the ____ day of _____, 2025, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$22,837.50 dollars, which is \$10.50 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.
2. The initial term of this Agreement will commence on _____, 2025 and end on _____, 2026.
3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.
4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Reuse herein. Only the Carts supplied by Kingsport will be used for this collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.

7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.

8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.

9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.

11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and

aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$9.25 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 229-9451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive
Kingsport, Tennessee 37660
423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing,

canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling or an apartment complex whether of single or multi-level construction, consisting of six or less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish - Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste - Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose

performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

Town of Mount Carmel, Tennessee

City of Kingsport, Tennessee

Mayor

Paul W. Montgomery, Mayor

Date

Date

Attest:

Attest:

Mount Carmel City Recorder

Angela Marshall, Deputy City Recorder

Approved as to form:

Approved as to form:

Mount Carmel City Attorney

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution for City to Renew an Agreement with Icon Environmental, LLC for Services at Kingsport's Construction & Demolition Landfill

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-92-2025

Work Session: April 14, 2025

First Reading: N/A

Final Adoption: April 15, 2025

Staff Work By: Staff

Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Request for Proposals were received by the Procurement Department on June 28, 2023, for selected services at Kingsport's Construction and Demolition Landfill. Services that were priced include delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal or grinding of tires. The proposal contained language allowing for annual renewals up to five years. The vendor has agreed to no price increases from the June 2023 bid for the upcoming year.

It is the recommendation of Public Works to renew the agreement with Icon Environmental, LLC for fiscal year 2026. These services are necessary to properly operate the Construction and Demolition Landfill and meet permit requirements. Services are requested on an as needed basis within the allocated funding provided in accounts below.

Funding is identified in DL2300 and/or 415-4023-462.20-38.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF A CONTRACT FOR SELECTED SERVICES AT THE KINGSPORT CONSTRUCTION AND DEMOLITION LANDFILL WITH ICON ENVIRONMENTAL, LLC AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE THIS RESOLUTION

WHEREAS, proposals were opened on June 28, 2023 for selected services at Kingsport's Construction and Demolition Landfill and a contract for the same was awarded to Icon Environmental, LLC pursuant to Resolution 2024-017; and

WHEREAS, the specifications contained in the invitation to bid included an annual renewal for up to five years, provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, to date Icon Environmental, LLC has adequately performed the selected services at the Kingsport Construction and Demolition landfill, it is therefore recommended to renew the agreement for services including delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal and disposal of tires from Icon Environmental, LLC at an estimated annual cost of \$225,000.00; and

WHEREAS, funding is identified in project numbers DL2300 and/or 415-4023-462.20-38.

Now therefore,

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

SECTION I. That an agreement for selected services at Kingsport's Construction and Demolition Landfill, including delivery of clay for daily cover, grinding of wood waste with an option for the wood waste to be hauled off site, along with the removal and disposal of tires, is renewed for 2025-2026 to Icon Environmental, LLC.

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 renew the agreement for services with Icon Environmental, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the Mayor is further authorized to make changes approved by the Mayor and 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 the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement to Allow Goodwill Industries of Teneva Area, Inc. to Place a Container at City Convenience Centers to Collect Donated Items

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-91-2025
Work Session: April 14, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary

This resolution authorizes the mayor to Execute an agreement with Goodwill Industries to continue allowing the placement of a container on city property for the collection of donated textile items/materials.

In March of 2023 Goodwill Industries approached the Public Works Department about placement of their own containers on City property at the convenience centers located on Industry Drive and at the Civic Auditorium. These containers provide City residents with greater convenience for the donation of acceptable textile items/materials to Goodwill. Items include but are not necessarily limited to clothing, towels, and bed linens. Goodwill Industries is responsible for emptying the containers as well as maintaining the areas around the bins as noted in the memorandum of understanding.

Staff recommends renewing the agreement for a three-year term that will allow Goodwill to keep offering these containers as we anticipate them to continue honoring and following the requirements set forth in the memorandum of understanding.

Attachments:

1. Resolution
2. Picture of Container

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH GOODWILL INDUSTRIES OF TENNEVA AREA, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in March, 2024 the board approved a Memorandum of Understanding with Goodwill Industries of Tenneva Area, Inc., for one year for the placement of their collection containers on city property at the convenience centers located on Industry Drive and at the Civic Auditorium (Resolution No. 2024-200); and

WHEREAS, the city, and Goodwill Industries of Tenneva Area, Inc., would like to enter into a Memorandum of Understanding for an additional year.

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Goodwill Industries of Tenneva Area, Inc. for the placement of collection containers on city properties for one year, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with Goodwill Industries of Tenneva Area, Inc. for the placement of containers on city properties for one year, to deliver the memorandum of understanding 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 memorandum of understanding and this resolution as set out below:

**MEMORANDUM OF UNDERSTANDING
between GOODWILL INDUSTRIES OF TENNEVA AREA, INC.
and CITY OF KINGSFORT**

This Memorandum of Understanding is entered into as of this _____ day of April, 2025 ("Effective Date"), by and between CITY OF KINGSFORT, TENNESSEE, a Tennessee municipal corporation ("City") and GOODWILL INDUSTRIES OF TENNEVA AREA, INC ("Goodwill"), a Tennessee and Virginia nonprofit corporation; for the placement of a receptacle upon city-owned property for the collection of donated items which Goodwill considers to be beneficial to the citizens of City.

NOW THEREFORE, in consideration of the mutual terms, provisions, covenants, and Agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged between the parties is as follows:

1. **Purpose.** City shall allow Goodwill, or its authorized agent, to place a "roll off" style receptacle ("receptacle") upon real property owned by the City at its convenience centers at civic auditorium and on Industry Drive. Exact placement of the receptacle shall be determined between a designated public works employee of the City in consultation with Goodwill. The placement of any receptacle shall occur upon such date and at such time as City may reasonably determine. Receptacles shall be emptied/collected by Goodwill no less than weekly, unless an alternative schedule is mutually agreed upon between the parties. Goodwill is responsible for maintaining the area around the receptacle in a neat and tidy fashion. If the area surrounding the receptacle is in

need of attention, City will notify Goodwill and Goodwill shall have twenty-four hours to comply. City shall bear no responsibility for the sorting of materials placed into the receptacle, nor shall City bear any liability for unwanted or improper materials placed in the receptacle.

2. **Damages.** City shall not be liable to Goodwill for any loss; whether such loss is direct, indirect, or incidental resulting in any way from, arising out of, or in connection with performance or a failure to perform any obligation under this Agreement.

3. **Indemnification.** Goodwill shall indemnify and hold City, its elected officials, officers, and employees, harmless from any and all claims, demands or causes of action to include costs and expenses due to personal injury and reasonable attorney's fees that might arise from the placement or existence of said receptacle on city-owned property.

4. **No Automatic Renewal.** The term of this Agreement shall be for three (3) years commencing upon the effective date of this agreement and shall not be renewed or extended beyond the initial term except by written mutual consent of the parties.

5. **Termination.** City or Goodwill may terminate this Agreement at any time for any reason. However, termination shall not take effect until thirty (30) days after written notice is delivered by the party terminating the Agreement to the other party. Upon termination, Goodwill shall immediately remove the receptacle from city property. Notices to the City shall be sent to Office of City Attorney, City of Kingsport, 415 Broad Street, Kingsport, TN 37660. Notices to Goodwill shall be sent to:
Goodwill Industries Home Office
2745 East Stone Drive
Kingsport, TN 37660

6. **Effective Date.** This Agreement shall be effective as of the date set forth herein above.

7. **Non-exclusivity.** Nothing in this Agreement shall be construed to prevent City from offering similar services to other vendors at other facilities.

8. **No Liability of City Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Goodwill or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable or there is any default or breach by City.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING
between
GOODWILL INDUSTRIES OF TENNEVA AREA, INC. and
CITY OF KINGSPORT

This Memorandum of Understanding is entered into as of this _____ day of April, 2025 (“Effective Date”), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (“City”) and GOODWILL INDUSTRIES OF TENNEVA AREA, INC (“Goodwill”), a Tennessee and Virginia nonprofit corporation; for the placement of a receptacle upon city-owned property for the collection of donated items which Goodwill considers to be beneficial to the citizens of City.

NOW THEREFORE, in consideration of the mutual terms, provisions, covenants, and Agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged between the parties is as follows:

1. **Purpose.** City shall allow Goodwill, or its authorized agent, to place a “roll off” style receptacle (“receptacle”) upon real property owned by the City at its convenience centers at civic auditorium and on Industry Drive. Exact placement of the receptacle shall be determined between a designated public works employee of the City in consultation with Goodwill. The placement of any receptacle shall occur upon such date and at such time as City may reasonably determine. Receptacles shall be emptied/collected by Goodwill no less than weekly, unless an alternative schedule is mutually agreed upon between the parties. Goodwill is responsible for maintaining the area around the receptacle in a neat and tidy fashion. If the area surrounding the receptacle is in need of attention, City will notify Goodwill and Goodwill shall have twenty-four hours to comply. City shall bear no responsibility for the sorting of materials placed into the receptacle, nor shall City bear any liability for unwanted or improper materials placed in the receptacle.
2. **Damages.** City shall not be liable to Goodwill for any loss; whether such loss is direct, indirect, or incidental resulting in any way from, arising out of, or in connection with performance or a failure to perform any obligation under this Agreement.
3. **Indemnification.** Goodwill shall indemnify and hold City, its elected officials, officers, and employees, harmless from any and all claims, demands or causes of action to include

costs and expenses due to personal injury and reasonable attorney's fees that might arise from the placement or existence of said receptacle on city-owned property.

4. **No Automatic Renewal.** The term of this Agreement shall be for three (3) years commencing upon the effective date of this agreement and shall not be renewed or extended beyond the initial term except by written mutual consent of the parties.
5. **Termination.** City or Goodwill may terminate this Agreement at any time for any reason. However, termination shall not take effect until thirty (30) days after written notice is delivered by the party terminating the Agreement to the other party. Upon termination, Goodwill shall immediately remove the receptacle from city property. Notices to the City shall be sent to Office of City Attorney, City of Kingsport, 415 Broad Street, Kingsport, TN 37660. Notices to Goodwill shall be sent to:

Goodwill Industries Home Office
2745 East Stone Drive
Kingsport, TN 37660

6. **Effective Date.** This Agreement shall be effective as of the date set forth herein above.
7. **Non-exclusivity.** Nothing in this Agreement shall be construed to prevent City from offering similar services to other vendors at other facilities.
8. **No Liability of City Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Goodwill or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable or there is any default or breach by City.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date written above.

Goodwill Industries of Tennesva Area, Inc.

City of Kingsport, Tennessee

Signature

Paul W. Montgomery, Mayor

Date

Date

Printed Name

Attest:

Title

City Recorder

Approved as to form:

Rodney B. Rowlett, III City Attorney



This is the box Goodwill has placed at the Civic Auditorium.



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Tennessee Department of Health Project Diabetes Grant.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF- 90-2025
Work Session: April 14, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Kitty Frazier
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution

Executive Summary:

If approved the City will execute all documents necessary to apply for and receive a Tennessee Department of Health Project Diabetes Grant in the amount of \$450,000.

The grant projects as proposed will provide enhancements to Riverview Park, including new playground equipment to replace existing 25-year-old equipment, sidewalks and connecting pathways to create a walking area, and new playground/exercise based equipment.

The Tennessee Department of Health has several strategies in place to address the burden of preventable chronic disease on its citizens. Project Diabetes is one of the strategies whose purpose is to fund prevention projects that aim to prevent disease from ever occurring through the utilization of policy, systems, and environmental changes (PSE) within a community. The Kingsport project will address PSE changes by modifying the local environment to support physical activity and increase access to new or existing facilities for physical activity.

Total grant funding being requested is \$450,000. If awarded, Grant funds will be allocated annually in the amount of \$150,000 for three years. Grant funds are disbursed through a reimbursement process.

Project Diabetes Grants do not require matching funds.

The City of Kingsport submitted a pre-application and was invited to apply for a Project Diabetes Grant. Applications are due April 25, 2025 and evaluation notices are schedule for release May 16, 2025.

Attachments:

1. Resolution
2. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A PROJECT DIABETES GRANT FROM THE
TENNESSEE DEPARTMENT OF HEALTH

WHEREAS, the Tennessee Department of Health has made grant funding available to foster changes in policy, systems, and environment with the aim of preventing diseases; and

WHEREAS, one such grant opportunity is Project Diabetes, the funding from which if awarded, will provide enhancements to Riverview Park, such as the acquisition of playground equipment to both replace dated equipment as well as acquire and install new additions, the acquisition of new exercise equipment, and construction of sidewalks and connecting pathways; and

WHEREAS, if awarded, this funding will provide significant enhancements to Riverbend Park and create opportunities for citizens to engage in beneficial activities; and

WHEREAS, the maximum amount of funding which can be awarded is \$450,000 to be paid out over a three year period; and

WHEREAS, the Project Diabetes grant requires no local match;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Project Diabetes grant from the Tennessee Department of Health to deliver the documents 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 documents and this resolution.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Project Diabetes Grant

Existing Riverview Playground



Additional Sidewalks*.



*Design subject to change



AGENDA ACTION FORM

Consideration of a Resolution to Approve the Purchase of Property Located at Netherland Inn Road

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-99-2025

Work Session: April 14, 2025

First Reading: N/A

Final Adoption: April 15, 2025

Staff Work By: R. Trent, M. Borders

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved, the City will proceed with a purchase agreement for \$117,000 for a 2.1-acre parcel located on Netherland Inn Road, adjacent to the Greenbelt.

The property is located adjacent to Netherland Inn Road and further identified as Parcel 001.00, Tax Map 045I, Group A. This property is of particular interest to the City due to its potential for conservation purposes, preservation of the viewshed along the Greenbelt, and possible future park development. Currently, the property is zoned Planned Village District (PVD) and located in the AE Flood Fringe (100-year flood zone).

The property is developable with the zoning designation permitting a wide range of potential developments, including, but not limited to, single-family dwellings, townhouses, multifamily residential units, commercial establishments, office spaces, and civic or religious buildings. In accordance with floodplain regulations, any structures built on this site must be elevated at least one foot above the base flood elevation.

Funding is available in project NC2325 – 111-0000-601.90-01 – Land.

Attachments:

1. Resolution
2. Map
3. Supplemental Information

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE
OF REAL PROPERTY LOCATED AT NETHERLAND INN ROAD
AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE
AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY
AND PROPER TO EFFECTUATE THE PURPOSE OF THIS
RESOLUTION

WHEREAS, the city has the opportunity to purchase a 2.1 acre tract of property located along Netherland Inn Road and further identified as Tax Map 045I; Group A; Parcel 001.00, for use as possible conservation purposes, preservation of the viewshed along the greenbelt, as well as future park development; and

WHEREAS, the city caused an appraisal of the property to be performed which estimated the value of the property at \$117,000.00; and

WHEREAS, the owner of the property, Marge Welch, has accepted the city's offer of \$117,000.00; and

WHEREAS, funding for the acquisition in the amount of \$117,000.00 is available in project NC2325-111-0000-601.90-01.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. Upon consideration of the fair market value of the property and other pertinent factors, an offer of \$117,000.00 is approved for the purchase of property located at Netherland Inn Road and further identified as Tax Map 045I; Group A; Parcel 001.00, subject to such conditions as set out in the Agreement of Sale set out below.

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 Agreement of Sale for property located at Netherland Inn Road and further identified as Tax Map 045I; Group A; Parcel 001.00, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller's signature between **MADGE H. WELCH**, (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSFORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. SALE. Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement that real property situate, lying and located at Netherland Inn Road, Kingsport, Tennessee and being

further identified as tax map 0451, group A; parcel 001.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditaments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) Amount. The purchase price to be paid by Buyer to Seller for the Real Property shall be One Hundred Seventeen Thousand and No/100 Dollars (\$117,000.00)

(b) Terms of Payment. Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Seller in cash or certified funds payable to Seller on the Closing Date.

3. CLOSING. The closing shall occur on or before June 1, 2025, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. SURVEY. Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Seller shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Seller fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Seller or (iii) close this purchase and sale without reduction in the Purchase Price.

5. TITLE INSURANCE. Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Seller is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Seller hereby agrees to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Seller is unable to convey marketable title to the Real Property due to defects in Seller's title, or Seller is unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Seller shall remove said title defects or exceptions. If Seller is unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Seller in writing, or if Seller shall have cured such defects or exceptions, as provided herein, the

obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. FEASIBILITY STUDY AND INSPECTIONS. Each party, in its own discretion, shall determine that the property it is acquiring pursuant to this Agreement is suitable for the use for which it is being obtained. Each party shall each have the right, at its own expense, to conduct an inspection, environmental study or audit, a professional wetland delineation, professional floodplain analysis, grading and soil tests, feasibility and engineering studies, compaction and support studies, and any other inspections and/or tests that such party may deem necessary or advisable (hereinafter collectively the "Study") of the property it is acquiring for a period of sixty (60) days (hereinafter "Feasibility Period") after the Effective Date. The party conducting the Study and its agents, employees, contractors and representatives shall have at all reasonable times right of access to such property and shall be entitled to enter upon the property during the Feasibility Period in order to conduct the Study. Such activities of the Study shall not materially damage the property or unreasonably disrupt the other party's ongoing activity at the property. In the event of damage to or disruption of the property caused by the inspection or the Study, the inspecting party agrees to restore the property to substantially the same condition as existed prior to its access thereto. If as a result of such inspection or Study, the acquiring party determines in its sole and absolute discretion, that the property it is acquiring is unacceptable to that party for any reason whatsoever, such party shall have the unconditional right to terminate this Agreement, provided written notice of such is provided to the other party no later than ten (10) business days after the expiration of the Feasibility Period. If the terminating party provides written notice of cancellation to the other party no later than fifteen (15) business days after the expiration of the Feasibility Period, then this Agreement shall be cancelled, and thereafter neither party shall have any further liabilities, rights or obligations hereunder except those which expressly survive the termination of this Agreement.

8. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Seller is not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharges in full by Seller and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

9. CONDITIONS PRECEDENT.

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Seller shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion

and upon written notice to the Seller to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

10. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER: Madge H. Welch
220 Broad Street
Kingsport, TN 37660

BUYER: City of Kingsport, Tennessee
415 Broad Street
Kingsport, TN 37660

11. PRORATIONS. All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

12. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction; and
- (d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
- (e) Prorated taxes.

13. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey provided pursuant to Section 4.

14. RISK OF LOSS. The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

15. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

16. MERGER CLAUSE. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

17. POSSESSION. Delivery of possession of the Real Property shall occur at Closing.

18. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

19. ENTIRE AGREEMENT; MODIFICATIONS. This written Agreement 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 Real Property. 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 Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

20. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

21. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

BEGINNING at the intersection point of the northerly side of the South Fork of the Holston River with the easterly side of the North Fork of the Holston River; thence easterly along the northerly bank of the South Fork of the Holston River the following seven courses: N. 33° 20' E., 208 feet; N. 45° 30' E., 565 feet; N. 59° E., 355 feet; N. 72° E., 300 feet; N. 76° 30' E., 300 feet; N. 82° 45' E., 500 feet; thence N. 87° 15' E., 810 feet to a point on the northerly bank of the South Fork of the Holston River; thence leaving said river, N. 8° 40' W., 220 feet to a point in the center of the Lee Highway, said line passing over an iron pin 8 feet from the river and 30.27 feet from the center of said highway; thence westerly with the center line of said highway the following seven courses: S. 89° W., 466.2 feet to the P.T. of a curve; thence with said curve to the left with a radius of 1432.5 feet, an arc distance of 300 feet to the P.C. of said curve; thence S. 77° W., 929.8 feet to the P.T. of a curve; thence with said curve to the left with a radius of 955 feet, an arc distance of 281.4 feet to the P.C. of said curve, S. 61° 7' W., 287 feet to the P.T. of a curve in the center of the new part of the Lee Highway; thence with the center line of the new part of the Lee Highway by said curve to the right with a radius of 1432.4 feet, an arc distance of 510.4 feet to the P.C. of said curve; thence S. 81° 32' W., 117.67 feet to a point in the center of said highway; thence continuing on the same course 28.85 feet to the easterly end of the bridge across the north fork of the Holston River; thence continuing on the same course 60 feet, more or less, to the easterly bank of the North Fork of Holston River a point under the center of the new bridge; thence S. 22° E., 336 feet; S. 17° 45' E., 197 feet to the point of BEGINNING, and containing a total of 14 acres, more or less, with 2.16 acres, more or less, in the right of way of the Lee Highway leaving a net area of 11.84 acres, more or less; and being the same property conveyed to the Parties of the First Part by deed dated November 26, 1971, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 377A at page 266, to all of which reference is hereby expressly made.

THERE IS HEREBY EXCEPTED the following described property conveyed to The City of Kingsport, Tennessee, a municipal corporation of the State of Tennessee, by deed dated December 22, 1980, of record in the Register's Office aforesaid in Book 270C at page 250, to-wit:

BEGINNING at the intersection point of the northerly side of the South Fork of the Holston River with the easterly side of the North Fork of the Holston River; thence easterly along the northerly bank of the South Fork of the Holston River the following seven courses: N. 33° 20' E., 208 feet; N. 45° 30' E., 565 feet; N. 59° 00' E., 355 feet; N. 72° 00' E., 300 feet; N. 76° 30' E., 300 feet; N. 82° 45' E., 500 feet; thence N. 87° 15' E., 810 feet to a point on the northerly bank of the South Fork of the Holston River; thence leaving said river, N. 8° 40' W., and with the Dossett and City of Kingsport divisional line, 65.89 feet to an iron pin; thence S. 85° 50' W., 642.75 feet to an iron pin; thence N. 4° 10' W., 153.97 feet to an iron pin on the southerly side of Netherland Inn Road; said iron pin being on the arc of a curve and being southwesterly along the sideline of Netherland Inn Road with the curve of a radius of 1,407.5 feet, an arc length of 163.77 feet from the point of curvature; thence leaving said iron pin and on a line radial to said curve 25 feet to a point in the center of Netherland Inn Road, said point being on the center line curve; thence southwesterly and with the center line of Netherland Inn Road, by a curve to the left with a radius of 1,432.5 feet, an arc length of 133.32 feet to a point of tangency; thence S. 77° 00' W., 929.8 feet to a P.C. of curve; thence with said curve to the left with a radius of 955 feet, an arc distance of 281.4 feet to a P.T.; thence S. 61° 07' W., 287 feet to a point of curvature in the center of the new part of the Lee Highway (Netherland Inn Road); thence with the center line of the new part of the Lee Highway (Netherland Inn Road) by a curve to the right with a radius of 1,432.4 feet, an arc distance of 510.4 feet to a P.T.; thence S. 81° 32' W., 117.65 feet to a point in the center of said highway; thence continuing on the same course 28.85 feet to the easterly end of bridge across the North Fork of the Holston River; thence continuing on the same course

60 feet, more or less, to the easterly bank of the North Fork of the Holston River, a point under the center line of the new bridge; thence S. 22° 00' E., 336 feet to a point; thence S. 17° 45' E., 197 feet to the point of BEGINNING, and containing 9.71 acres, more or less, and being part of the Thomas D. Dossett and B.E. Dossett, Jr., property southerly of Netherland Inn Road.

THERE IS HEREBY FURTHER CONVEYED the twenty (20) foot right-of-way being a part of the Old Ferry Road subject to the conditions contained in the deed of record in Book 270C at page 250, and being located as follows:

BEGINNING at an iron pin set on the westerly sideline of the Old Ferry Road, said point being located N. 85° 50' E., 43.49 feet from an iron pin set; thence S. 1° 49' W., 41.29 feet to an iron pin set on the bank of the South Fork of the Holston River; thence N. 85° 50' E., 20.11 feet; thence N. 1° 49' E., 41.29 feet; thence S. 85° 50' W., 20.11 feet to the point of BEGINNING, and containing 800 square feet, more or less, all as shown upon map prepared by and of record in the Office of the City Engineer of Kingsport, Tennessee, dated December 18, 1980, to all of which reference is hereby expressly made.

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and 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 immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

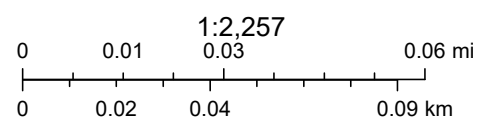
RODNEY B. ROWLETT, III, CITY ATTORNEY

Sullivan County - Parcel: 045I A 001.00



Date: April 4, 2025

County: SULLIVAN
Owner: WELCH CLINE EDWARD & MADGE HORTON WELCH
Address: NETHERLAND INN RD
Parcel ID: 045I A 001.00
Deeded Acreage: 0
Calculated Acreage: 2.1
Vexcel Imagery Date: 2023



Esri Community Maps Contributors, VGIN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA)

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 XI5.

Tennessee Property Assessment Data - Parcel Details Report - https://assessment.cot.tn.gov/				
Sullivan (082) Tax Year 2024 Reappraisal 2021	Jan 1 Owner	Current Owner		
	WELCH CLINE EDWARD &	NETHERLAND INN RD		
	MADGE HORTON WELCH	Ctrl Map:	Group:	Parcel:
	220 BROAD ST	045I	A	001.00
	KINGSPORT TN 37660	PI:	SI:	
			000	

Value Information

Land Market Value:	\$103,000
Improvement Value:	\$0
Total Market Appraisal:	\$103,000
Assessment Percentage:	25%
Assessment:	\$25,750

Additional Information

General Information

Class: 00 - Residential	City: KINGSPORT
City #: 380	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: R30
District: 12	Number of Mobile Homes: 0
Number of Buildings: 0	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 00 - PUBLIC / NONE	Zoning:
Utilities - Gas/Gas Type: 00 - NONE	

Outbuildings & Yard Items

Building #	Type	Description	Area/Units
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Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
5/18/2005	\$100,000	2255C	684	V - VACANT	WD - WARRANTY DEED	A - ACCEPTED
11/26/1971	\$0	0377A	00266		-	-

Land Information

Deed Acres: 0	Calculated Acres: 2.1	Total Land Units: 2.1
Land Code	Soil Class	Units
01 - RES		2.10



AGENDA ACTION FORM

Consideration of a Resolution to Reject all Proposals for the Lease of Maintenance Equipment for Cattails

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-100-2025

Work Session: April 14, 2025

First Reading: N/A

Final Adoption: April 15, 2025

Staff Work By: Committee

Presentation By: Michael T. Borders

Recommendation:

Approval of the Resolution.

Executive Summary:

If approved, the accompanying resolution will reject proposals received for the lease of maintenance equipment for Cattails Golf Course.

On February 1, 2025, a request for proposals was published for leased maintenance equipment needed for the Cattails Golf Course and the proposals were opened or reviewed on or around February 18, 2025. Upon thorough review of the proposals, including detailed financial analysis in conjunction with other potential funding options, it is recommended the equipment be purchased instead of leased.

In order to purchase the equipment, the submitted lease proposals must be rejected. An invitation to bid will be published in the near future soliciting bids for the purchase of equipment.

Attachments:

1. Resolution
2. Minutes from Opening of Proposals

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL PROPOSALS RECEIVED
RELATED TO THE ACQUISITION OF GOLF EQUIPMENT FOR
CATTAILS

WHEREAS, on February 1, 2025 a request for proposals was published for leased maintenance equipment needed for the Cattails Golf Course and the proposals were opened or reviewed on or around February 18, 2025; and

WHEREAS, upon a detailed financial analysis of the proposals in conjunction with other potential funding options, recommendation has been made to reject the proposals with the intention of purchasing the needed maintenance equipment pursuant to an invitation to bid.

Now therefore,

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

SECTION I. That all proposals opened February 18, 2025 for the lease of maintenance equipment for Cattails Golf Course are rejected.

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

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
February 18, 2025
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Asst. Procurement Manager

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

The Procurement Manager opened with the following bids:

RFP – Golf Course Maintenance Equipment
Vendor:
Beard Equipment Company
Smith, Turf & Irrigation
LADD’S

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



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with RCX Sports for a NFL FLAG Football League

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF- 101-2025

Work Session: April 14, 2025

First Reading: N/A

Final Adoption: April 15, 2025

Staff Work By: Chas Smiley

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the City will enter into a league registration agreement with RCX Sports LLC (RCX) for the operation of an NFL FLAG Football League.

In an effort to expand robust recreational sports offerings for the citizens of Kingsport, Parks and Recreation staff has been exploring options to establish a flag football league. The proposed agreement with RCX will enable City staff to collaborate with RCX in preparation for the launch of the Kingsport NFL FLAG Football League in the fall of 2025.

Affiliation with NFL FLAG offers numerous benefits, including but not limited to:

- Official NFL team affiliation
- Technical support
- Uniform kits
- Coaching resources and league guides

Participation in NFL FLAG incurs no cost to the City. The terms of the agreement extend through January 2026, with the option for a one-year renewal.

While there are no direct costs imposed by execution of the agreement with RCX Sports, creation of the league will require the appropriation of funding for operation of the league. In order to operate the league funds will be required for equipment, supplies, field maintenance, and personnel such as referees. Funding will need to be appropriated in the fiscal year 2026 budget to support the program's implementation. Staff are working to develop cost estimates for the program which will be included in the fiscal year 2026 budget for consideration.

Attachments:

1. Resolution
2. Supplemental Information

Item X17.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEAGUE REGISTRATION AGREEMENT WITH RCX SPORTS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with RCX Sports, LLC for the operation of a NFL FLAG Football League; and

WHEREAS, the terms of the agreement are for one year starting fall of 2025 through January 2026, with the option to renew for one year; and

WHEREAS, there is no cost due and owing pursuant to the agreement with RCX Sports, though funding will need to be appropriated in the fiscal year 2026 budget for ancillary expenses associated with operating the league.

Now therefore,

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

SECTION I. That the League Registration Agreement with RCX Sports, LLC for the operation of a NFL FLAG Football League, 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, League Registration Agreement with RCX Sports, LLC for the operation of a NFL FLAG Football League, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

League Registration Agreement

WHEREAS, RCX Sports LLC ("RCX") has the right to operate and manage the youth flag football program known as "NFL FLAG Football" (the "Program").

WHEREAS, League (as defined below) desires to obtain certain rights with respect to the Program, on the terms and subject to the conditions set forth herein.

By checking the box next to "Agree to terms and conditions of League Registration Agreement," and as consideration for the license granted to League in accordance with Section 2 below, League hereby agrees to (i) timely pay the charges set forth in any payment form or invoice (whether in hard copy, electronic or other format) for the purchase of merchandise and equipment, including uniforms, flags, belts, balls and other items related to League's participation in the Program (as defined below) (the "Payment Form"), (ii) comply with the other terms and conditions set forth in the Payment Form, and (iii) comply with all of the terms and conditions that are set forth below or otherwise referenced herein or in any section of NFLFLAG.com (all such terms and conditions, together with the Payment Form, this "Agreement").

League. The "League" shall be the person or legal entity that is on record in RCX's database as the registered league organizer. If registered in the name of a legal entity, a contact person must be identified for the limited purpose of correspondence and contact. RCX's acceptance of payment for equipment, merchandise or other benefits or privileges related to League's participation in the Program (collectively, "Program Privileges") from any person or entity other than the League does not grant any rights to equipment, merchandise, FLAG Marks or other Program Privileges, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to such person or entity.

1. License of FLAG Marks.

(a) Grant of License. Subject to the terms of this Agreement, RCX hereby grants to League, and League hereby accepts, the limited, non-exclusive, non-transferable, non-sublicensable, non-franchiseable, license and right to use the FLAG Marks (as defined below) solely for the Permitted Uses (as defined below) during the Term (as defined below) in the Territory and the Outer Market Territory (each as defined below), in each case, in compliance with the Style Guide (as defined below); provided that use of the FLAG Marks in the Outer Market Territory shall be limited to such Permitted Uses that are impossible or impractical to limit to the Territory, such as television, radio, newspaper, and magazine advertisements. Any other use of FLAG Marks by League shall be subject to the prior written approval of RCX and NFL Properties LLC ("NFLP") in each instance. The parties acknowledge and agree that the rights granted hereunder (including the use of any FLAG Marks) shall be limited to the Territory and the Outer Market Territory (each as defined below) with the sole exception of the use of the Internet to promote the Program in the Territory, which is inherently worldwide. For the avoidance of doubt, League shall not be permitted to use the FLAG Marks in any Permitted Uses that are directly targeted to or physically located in the Outer Market Territory, such as placing yard signs, displaying flyers or banners in schools, community centers, or other locations, or displaying billboards in the Outer Market Territory or engage in targeted social media posts or advertisements directed at the Outer Market Territory.

"FLAG Marks" means the words "NFL FLAG" and the NFL FLAG logo. For the avoidance of doubt, although the National Football League (the "NFL") shield logo is incorporated into the NFL FLAG logo, the NFL shield logo in isolation shall not be deemed a FLAG Mark and League shall have no right to use the NFL shield logo in isolation.

"Permitted Uses" means only the following uses: (i) on League's website, and (ii) on League marketing and promotional materials, including flyers and emails, in which no other third party items are present (i.e. no sponsor logos, other than RCX's logo, are permitted on the same marketing piece that contains FLAG Marks).

"Style Guide" means any written style guide provided by NFLP or RCX from time to time that sets forth certain styles, formats, characterization and artwork depicting the FLAG Marks (a copy of the Style Guide, a copy of which is accessible at NFLFLAG.com and is incorporated herein by reference).

"Outer Market Territory" means the Designated Market Area (as defined by the A.C. Nielsen Company) in which the Territory is located, subject to adjustment by RCX in accordance with RCX Rules.

"Territory" means the geographical area set forth on Exhibit A.

(b) League's Use of the FLAG Marks. League represents, warrants and agrees that its use of the FLAG Marks shall not be derogatory to, critical of, or otherwise reflect unfavorably on any Releasee (as defined below). League shall: (a) observe such requirements with respect to notice, use and other reasonable requirements as RCX or any of the NFL Releasees (as defined below) may require from time to time, including the requirements set forth in the Style Guide; (b) not misuse any FLAG Marks, bring them into disrepute or otherwise use any FLAG Marks in any manner that is inconsistent with the specific terms of this Agreement; (c) not use the FLAG Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may subject any Releasee to liability; and (d) not register or apply to register any domain or social media accounts containing the FLAG Marks or any mark confusingly similar thereto without the written permission of RCX. RCX shall have the right, but not the obligation, to approve any use of the FLAG Marks before the League uses such FLAG Marks. RCX shall have the right, in its sole and absolute discretion, to withdraw its approval with respect to any use of the FLAG Marks if such use (i) ceases to be acceptable to RCX or NFLP, (ii) upon the happening of an event which might compromise or reflect unfavorably upon the good name, goodwill, reputation or image of any Releasee, or which might jeopardize or limit any Releasee's proprietary or other right, title or interest in or to any FLAG Mark or (iii) if required by NFLP or the NFL. If at any time RCX withdraws its approval of a use as provided in the immediately preceding sentence, League shall immediately cease all such uses of the FLAG Marks and such use shall no longer be considered a Permitted Use hereunder. League shall be responsible for all costs incurred in connection with (x) any use by League of the FLAG Marks and (y) ceasing any such use.

(c) NFL/RCX Ownership. League acknowledges and agrees that RCX and NFLP exclusively own or are the exclusive licensee of the FLAG Marks and all copyrights, trademarks and service marks and other intellectual property rights in and to them. League further acknowledges and agrees that RCX or NFLP (as applicable) shall own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) in and to the following materials (collectively, "Proprietary Materials"):

(i) all artwork, art, images or photographs (A) produced or created under this Agreement or in connection with League's affiliation with the Program, or otherwise controlled by any Releasee, and (B) bearing any FLAG Marks or incorporating graphic depictions of the FLAG Marks, as well as duplicates and copies thereof ("Artwork"); (ii) all promotional materials depicting any FLAG Marks;

(iii) all secondary marks or football-related promotional concepts developed for use and used in connection with any FLAG Marks ("Secondary Marks"); (iv) all derivative work (as defined in the U.S. Copyright Act, 17 U.S.C. § 105) of the FLAG Marks, Secondary Marks, promotional materials depicting any FLAG Marks or Artwork; (v) all materials that are created through combining other material described in clauses (i) through (iv) and (vi) of this Section 1(c); and (vi) any new content created by League that: (A) makes any use of the FLAG Marks or other branding owned or controlled by any Releasee, or (B) is confusingly similar to, or otherwise infringes upon, the FLAG Marks or any other name, brand or mark owned or controlled by any Releasee. League's use of the FLAG Marks pursuant to the license granted herein is for RCX and NFLP's benefit and will inure to RCX and NFLP, and League shall not acquire any rights in any of them by such use. For the avoidance of doubt, (1) RCX or the NFL Releasees (as applicable) shall continue to own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) to the FLAG Marks and Proprietary Materials following termination or expiration of this Agreement; and (2) League shall have no rights to use the FLAG Marks and Proprietary Materials following termination or expiration of this Agreement.

(d) No Alterations or Modifications of FLAG Marks. League shall not create or use new versions, adaptations or variations of any FLAG Marks either by alteration or by combining the FLAG Marks with other marks, words, or designs.

(e) No Challenges. League agrees that the FLAG Marks are valid and fully subsisting, and that League shall not (i) directly or indirectly, infringe the FLAG Marks or Proprietary Materials, (ii) contest or aid in contesting the validity or ownership and rights of RCX or the NFL Releasees to the FLAG Marks or Proprietary Materials or take any other action in derogation of RCX's or the NFL Releasees' rights in and to the FLAG Marks or Proprietary Materials, (iii) attack the validity of this Agreement or the license granted herein or (iv) apply for or seek to obtain trademark, copyright, or any other proprietary right or other protection or restriction in and to the FLAG Marks.

(f) Domains and Social Media Accounts. League may not register or apply to register any domain or social media account containing or including the FLAG Marks or any mark confusingly similar thereto without the written permission of RCX. Should RCX consent to the registration any domain including the Flag Marks, such domain shall be registered in the name of RCX. League and RCX shall cause a senior executive officer of League to remain the technical contact with respect to the domain name registrar for the domain. Upon registration of any domain or social media account or upon the request of RCX, League shall provide to RCX the password and contact information with respect to the domain and social media accounts. League shall immediately notify RCX in writing upon any change to the password or contact information for any domain or social media account permitted to be registered under this Section. All such domains and social media accounts permitted to be registered under this Section shall be considered part of the FLAG Marks and shall be subject to all other terms of this Agreement applicable to such FLAG Marks, including, without limitation NFLP's exclusive ownership thereof. Without limiting RCX's other rights or remedies, RCX may disable League's access to any domain or social media account permitted to be registered under this Section for any or no reason and without notice to League.

(g) Unauthorized Use of the FLAG Marks. League agrees to promptly notify RCX of any unauthorized use of the FLAG Marks of which League has knowledge. RCX or NFLP shall have sole discretion to bring proceedings alleging infringement of the FLAG Marks or unfair competition relating thereto. League agrees to provide RCX or NFLP reasonable cooperation and assistance with respect to any such infringement proceedings.

(h) No Use of Other Marks. League understands that League shall have no right to use any of the NFL Marks (as defined below) or any of the RCX Marks (as defined below), other than the FLAG Marks as expressly permitted herein, for any purpose whatsoever without the prior written approval of the Releasees in each instance (such approval to be granted or withheld in the Releasees' sole discretion after a formal logo request process has been initiated by League). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and its member clubs, including the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL shield design and the NFL Punt, Pass and Kick trademarks, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the NFL's member clubs, and any other indicia adopted for commercial purposes by the NFL or any of its member clubs. For the purposes of this Agreement, "RCX Marks" means the names, logos, symbols, emblems, and designs of RCX and its affiliates and any indicia adopted for commercial purposes by RCX or any of its affiliates. League acknowledges and agrees that all right, title and interest in and to the NFL Marks and RCX Marks belong to the NFL and RCX, respectively. League agrees that the NFL Marks and RCX Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use.

Notwithstanding anything to the contrary herein, League recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks or RCX Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. League recognizes that the great value and goodwill associated with the NFL Marks and RCX Marks belongs to the NFL and RCX respectively and that such marks have secondary meaning.

(i) Territory.

(j) . In consideration for the rights granted in the Territory, League shall use its best efforts to actively promote the Program in the Territory. League shall host all practices and all "home" games and official League events in the Territory and shall not be permitted to host League practices, "home" games or other official League events outside the Territory (including in the Outer Market Territory).

(k)). League does not acquire any rights to the Program or FLAG Marks to any location or territory, other than the Territory and the Outer Market Territory, subject to the limitations set forth in this Agreement. League expressly acknowledges and agrees that this license for the Marks is nonexclusive and that RCX has and retains the right to own, acquire, establish and operate, and license others to establish and operate, Program leagues substantially similar to the League, whether under the FLAG Marks or other trademarks in the Territory and the Outer Market Territory.

2. Works and Rights.

(a) Works. League acknowledges and agrees that, as between the parties, RCX exclusively and in perpetuity owns and controls any and all rights to video tape, broadcast, telecast, display, publish, reproduce, film, exhibit, distribute, photograph, exploit, record, print or otherwise make use of, and any and all rights to authorize others to do so, whether on behalf of RCX or for their own account, any film, audio, depiction, audio visual, video, material, recording, document, image, record, statistic, data (of any kind, including biometric data), photo, sound or any other type of information or experience or content that is capable of being captured or recorded by any means arising from, related to or during any Program activity or event, any service performed by League pursuant to the terms herein or otherwise related to the Program, RCX or any of RCX's activities or business (collectively, the "Works") in any manner whatsoever, alone or in composite or conjunction with other materials, in any and all media, whether now known or hereafter devised (collectively, "Media"), in or by any manner, method or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including for any and all commercial and non-commercial purposes, including for purposes of advertising and promoting RCX or the Program.

(b) Name, Image, Likeness, Etc. League hereby grants, for itself on behalf of its players, coaches, parents and other participants (collectively, "Participants"), to RCX and the other RCX Releasees (as defined below) the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right and license to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform and make any other uses of League's or its Participants' image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of League and its Participants, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described in Section 2(a); (ii) any advertising, promotion, publicity, operation or exploitation of Releasees (as defined below), Releasees or the Program and (iii) on www.NFLFLAG.com (the "Website") in connection with any postings of team rosters, stories or otherwise.

(c) Rights. The rights described in the foregoing Sections 3(a) and 3(b) are collectively referred to herein as the "Rights". League acknowledges and agrees that (i) the Rights granted to RCX shall expressly survive any termination or expiration of this Agreement and (ii) that RCX has the exclusive and unrestricted right in perpetuity, exercisable in its sole and absolute discretion, to: (x) sell, assign, exploit, lease, license, sublease, use or otherwise dispose of any and all of the Rights and the results of the exercise thereof, and to authorize, license and grant the right to exercise any of the Rights and to retain the proceeds therefrom, (y) do all things necessary for the full and complete use, exploitation and exercise of the Rights, including the right to promote and exploit all Rights granted hereunder, and the right to negotiate, enter into and perform any and all agreements relating to the Rights, and (z) receive and retain all subscription revenues, advertising revenues, merchandise and e-commerce revenues, sponsorship revenues, and all other revenues of all kinds whatsoever (regardless of source) related to RCX, the Rights, the Program, or any services performed by League or its Participants pursuant to the terms herein (and, for clarity, League shall have no such right).

3. League Operational Obligations.

(a) Player Registration Agreement. League agrees that (i) each of its player participants (and each such participant's parent or legal guardian, as applicable) shall execute and deliver to RCX a Player Registration Agreement (in the form provided by RCX) and League shall not allow any person that

has not executed and delivered a Player Registration Agreement to participate in any Program or League activities or events and (ii) League shall obtain (through a written waiver) from each of its Participants (and each Participants' parents, as applicable) any right not covered by the Player Registration Agreement as necessary for either party to perform its obligations or exercise the rights granted to it hereunder.

(b) Background Checks. League shall engage a reputable company with experience in youth sports to conduct background checks on all coaches and other on-field representatives of League and League shall not permit any such person to engage in any Program events or activities until League receives the results of such background check and confirms there are no issues. League shall have all reasonability for conducting, reviewing and addressing any issues in such background checks and obtaining any necessary authorization to conduct such background checks. League agrees that RCX shall also have the right (but not the obligation) to perform background checks on League and its Participants.

(c) Compliance with Law; Safe Sport. League agrees that, at all times, League and its affiliates shall be (and shall conduct its business) in full compliance with all applicable federal, state and local laws, regulations, and ordinances, including the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 and the Children's Online Privacy Protection Act of 1998. League agrees that it shall at all times (i) foster a culture of respect and a positive and safe environment for all of its participants and athletes, (ii) provide its teams, coaches and any other personnel with best-in-class support, training and resources to promote respect, prevent abuse and encourage safe play and (iii) protect its participants and athletes from abuse, violence or any other misconduct with respect to all of League's operations and services (which shall include background checks on all coaches or other on-field representatives in accordance with Section 3(b)). League agrees that it shall dedicate best-in-class resources and monitoring to ensure compliance with this Section 3(c).

(d) Scope of League Offerings. In the event that League offers only one program for a certain age group, such program must be co-educational in nature (i.e., girls and boys are permitted to play together on the same team).

(e) Ownership. League has disclosed in writing to RCX all direct and indirect beneficial owners of the League who own more than ten (10) percent of the equity, voting, ownership, or other economic interest in the League (each a "Major Owner"). For purposes of this Agreement, a "Change of Control" means (in each case, whether directly or indirectly and whether in a single transaction, a series of related transactions or as part of an overall plan) (i) the direct or indirect transfer, conveyance, or acquisition by any person of 10% or more of the League's direct or indirect beneficial ownership of, or voting control (whether by contract, arrangement, relationship, or otherwise) or 10% or more of the capital stock or other equity interests of the League; (ii) the sale, exchange, or transfer of all or substantially all of the League's assets; or (iii) the closing of a merger, consolidation, liquidation or reorganizational of the League into or with another company or other legal person.

(f) Compliance Certificate. League shall provide RCX in writing with an executed copy of the annual certificate in the form provided by RCX and attached hereto as Schedule 1, (y) certifying that League and its affiliates are in compliance with Sections 3(a), 3(b), 3(c), 3(d), 3(e), 4(a), and 4(b) and (z) setting forth a list of all Major Owners and their relative ownership interest, each year during the Term.

(g) League Highlights/Clips. League shall be required to provide video clips/highlights of League games and other activities in a form mutually agreed upon by the parties to RCX upon the reasonable request of RCX or upon a mutually agreed periodic schedule.

(h) Program Merchandise and Equipment. League hereby acknowledges and agrees that RCX shall have the exclusive right to supply League's (including the teams in the League) on-field, game-day uniforms. League shall require that every League player wear exclusively such Program official uniforms whenever on-field and participating in games. RCX may offer for sale other items of Program equipment and merchandise including flag belts, balls, shorts, and other items. In order to protect the goodwill of the Program, League shall be prohibited from purchasing Program equipment from other leagues in the Program and re-selling any Program equipment or merchandise purchased from RCX (including to other leagues in the Program), without RCX's prior written consent.

(i) NFL FLAG Championships. League shall have the option to send its League champion in each age group (or a runner-up in the event the League champion is unable to attend) to the NFL FLAG Championship tournament.

(j) Exclusivity. Throughout the Term, RCX and the Program shall be the exclusive flag football partner with the League, which shall preclude the League from partnering, promoting, endorsing, or otherwise associating with any other flag football organizations which may be competitive with RCX or the Program, as determined by RCX in its reasonable discretion.

(k) Sponsorship Restrictions. League acknowledges and understands that certain sponsors of the Releasees have exclusive category rights ("Category Exclusivity") and such rights may preclude

League from engaging with certain companies in any way, including with respect to all signage, displays, on-field gear, jerseys (recreational or competitive), apparel, equipment and any other advertising inventory due to League's relationship with the Releasees. League shall not engage in any way with a third party that potentially conflicts with any Category Exclusivity. Potential conflicts with any Category Exclusivity shall be determined by RCX in its sole discretion.

(l) RCX Rules. This Agreement and all rights granted hereunder are subject and subordinate to and limited by all applicable RCX Rules (as defined below). In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any RCX Rule, such RCX Rule shall govern. League shall comply with all applicable RCX Rules and shall not enter into any agreements in conflict with such applicable RCX Rules. "RCX Rules" shall mean collectively, (i) the "Program Rulebook" adopted by RCX, available at the following link: PROGRAM RULE BOOK, (ii) the NFL FLAG Collaboration and Licensing Agreement, dated September 30, 2019, between NFLP and RCX, (iv) each of the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of RCX related to the Program, and (v) any other agreements and arrangements to which RCX is (or after the date hereof may become) subject or by which RCX or its assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended or modified from time to time.

(m) Standards. As the operator of the Program, RCX shall have the right to establish "Standards" for various aspects of the Program, that include the quality and professionalism of League staff and coaches, the efficiency and performance of League systems and processes, League performance in terms of player participation, operational and financial efficiency, parent and participant feedback, compliance with the terms of this Agreement, including limiting League activities to the Territory and collection and retention of Player Registration Agreements, compliance with RCX Rules, and general standing and reputation in the League's local community.

4. Insurance.

(a) League shall at all times carry, from insurance companies licensed to do business in the states in which the League operates and with a minimum rating of "A-" or better (as determined by A.M. Best Company): (i) commercial general liability insurance with a minimum combined bodily injury and property damage limit of at least one million dollars (\$1,000,000) per occurrence and in the annual policy aggregate, and (ii) all-risk property insurance covering League-owned or rented property on a replacement cost basis. Such insurance policies shall (x) name the Releasees as additional insured, (y) be designated as primary and (z) provide that they may not be cancelled or materially changed without at least thirty (30) days prior written notice to RCX. League shall provide RCX with written notice of any decrease in the dollar amount of such policies. General conditions applying to all insurance coverage in this Section 4(a) are that (1) no policy shall contain a self-insured retention, (2) satisfaction of any and all deductibles shall be the sole responsibility of League, and (3) the coverage must include a waiver of subrogation in favor of the Releasees. All subcontractors of League shall be included as insured under League's insurance policies or shall obtain separate insurance and provide certificates evidencing the same.

(b) Contemporaneously with the execution of this Agreement, League shall furnish to RCX certificates of insurance evidencing compliance with this Section 4(b) and, for the avoidance of doubt, this Agreement shall not be effective until such certificates have been received by RCX. RCX may, in its sole discretion, offer League the opportunity to purchase insurance through RCX's insurance provider. For more information, please visit [<https://nflflag.com/league-insurance>].

5. League Representations and Warranties. League represents and warrants to RCX that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League's knowledge, threatened that could reasonably be expected to adversely affect League's ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

6. Term; Annual Review.

(a) Initial Term. The term of this Agreement will commence effective as of the date of this Agreement, and will expire on January 31 of the following year, unless earlier terminated or extended pursuant to this Agreement (the "Initial Term"). A "Contract Year" means, for the first year of this Agreement, from the effective date of this agreement through January 31 of the following calendar year. For all years thereafter, Contract Year means the period from February 1 through January 31 of the following

calendar year.

(b) **Renewal Term.** Upon expiration of the Initial Term or a Renewal Term, the parties may mutually agree to renew this Agreement for an additional term of one (1) Contract Year (each a "Renewal Term", and together with the Initial term, the "Term"), provided that League satisfactory passes its Annual Review (in RCX's sole and absolute discretion) pursuant to Section 6(c).

(c) **Annual Review.**

(i) . On or prior to December 31 of each Contract Year, the League shall provide RCX with the annual certificate as required under Section 3(f) of this Agreement.

(ii) . After November 1 of each Contract Year, RCX will conduct a review of the League to determine whether the League has maintained the Standards and otherwise sustained compliance with the terms and conditions of this Agreement and RCX Rules over the applicable Initial Term or the Renewal Term (the "Annual Review"). RCX retains the sole discretion as to whether League has satisfied the Standards. As part of the Annual Review, RCX is permitted to revise or amend the Territory for any future Renewal Term (but not for the then-current Initial Term or Renewal Term).

7. Termination; Effect of Termination.

(a) Without limiting any other rights or remedies RCX may have under this Agreement or otherwise, RCX may terminate this Agreement by giving written notice to League at any time after any of the following shall occur (or, automatically in the case of Section 7(a)(vi)):

(i) . League becomes involved in a business or industry, or undertakes any activity for which the RCX Rules prohibit RCX from having a relationship with League;

(ii) . League is subject to a Change of Control, without RCX's prior written consent (to be granted or withheld in RC's sole and absolute discretion);

(iii) . any Releasor commits (or is accused of committing) any act or becomes involved in any situation or occurrence which (A) may reasonably be considered to be immoral, deceptive, scandalous or obscene, (B) brings any Releasee into public disrepute, contempt, scandal, or ridicule or (C) shocks, insults, offends or reflects unfavorably upon RCX or any Releasee or otherwise would have an adverse impact on the name, image, reputation, goodwill, proprietary rights, or any other legitimate business rights of RCX or any other Releasee;

(iv) . either party's performance of its obligations hereunder would cause either party to be in violation of RCX Rules or any rule or policy of any NFL Releasee;

(v) . League breaches, in any material respect, any of its obligations under this Agreement; or

(vi) . League has a receiver or similar party appointed for its property, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. In the event this Agreement is terminated pursuant to this Section 7(a)(vi), in addition to the provisions in Section (b)7(b), neither League nor its receivers, representatives, trustees, agents, administrators, successors or assigns shall have any right to sell, exploit or otherwise use the FLAG Marks without the prior written consent of RCX and NFLP.

(b) Termination of this Agreement by RCX as provided herein shall be without prejudice to any other rights or remedies which RCX may have under this Agreement, at law, in equity or otherwise. In the event this Agreement is terminated, (i) all rights granted to League hereunder shall immediately revert to RCX and NFLP (as applicable), (ii) League shall immediately and permanently cease all use of the FLAG Marks and (iii) League shall not be entitled to any refund or any other consideration, regardless of whether termination occurs prior to, during or after any League or Program season.

8. Data Sharing and Privacy.

(a) **Definitions.** For purposes of this Section, the following terms shall be defined as follows:

(i) . "Applicable Privacy and Data Security Laws" means all data privacy, data security and data protection, advertising and marketing laws, rules, and regulations of any applicable jurisdiction (including the U.S. and each state of the U.S.).

(ii) . "Data" means all (i) data, to the extent collected by or on behalf of the League from individuals (including, without limitation, Participants) in connection with such individuals' interactions with the League and the Program; (ii) the list of leagues and teams participating in the League and Program; (iii) all results, statistics and outcomes of the games and other events occurring in the Program; and (iv) any other information necessary for RCX or NFLP to exercise its rights or perform its obligations under this Agreement. Data shall not include (i) any credit or debit card account numbers or any other payment card data or related information; or (ii) any protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996.

(b) League shall use commercially reasonable efforts to obtain from Participants and their parents or guardians, to the extent permitted by Applicable Privacy and Data Security Laws, the right of RCX to (i) collect, use, and disclose Data relating to such Participants to the NFLP and its affiliates and (ii) permit the NFLP and its affiliates to collect, use and disclose such Data in accordance with the terms of this Section 8 (e.g., by using commercially reasonable efforts to include an appropriate provision in its privacy policies and/or any Participant agreements (collectively with the "Governing Data

Policies and Agreements”) providing that each Participant agrees that its Data may be used by each of RCX and NFLP and their affiliates in accordance with the terms of this Section 8) without any additional permissions or authorizations required from any such Participant (subject to Applicable Privacy and Data Security Laws and such Participant’s preferences (e.g., opt-outs and unsubscribes)).

Notwithstanding anything to the contrary in this Agreement, RCX shall comply with the provisions of this Agreement that relate to Data that RCX is required to comply with (including the scope of rights with respect thereto that League obtains from the applicable Participant and all limitations and restrictions on the exploitation thereof) and its own Governing Data Policies and Agreements, including, without limitation, its Privacy Policy accessible at <https://nflflag.com/policy>.

(c) Use & Advertising Restrictions. Each party’s collection, use, and disclosure of Data shall comply with all Applicable Privacy and Data Security Laws and Governing Data Policies and Agreements and, with respect to the use of Data for marketing or promotional purposes, each party shall, to the extent commercially reasonable, also comply with applicable self-regulatory frameworks and industry standards that are relevant thereto.

(d) Privacy Policies; Consents. League shall develop, implement and maintain Governing Data Policies and Agreements consistent with Applicable Privacy and Data Security Laws and League’s obligations under this Agreement and League will use commercially reasonable efforts to structure such Governing Data Policies and Agreements to allow League to provide Data to RCX in accordance with this Section 8 in a manner that permits the RCX to use such Data for marketing purposes consistent with the terms of this Agreement. Without limiting the generality of the foregoing, League shall maintain reasonable administrative, technical and physical safeguards to protect such Data from unauthorized access, use or disclosure.

(e) Process for Data Sharing. On a quarterly basis or as otherwise requested by RCX, League shall provide or direct its agents to provide RCX with all available Data (solely to the extent League has obtained all consents or rights from the applicable Participants necessary to do so) in a form mutually agreed upon by the parties. By providing any Data to RCX, League represents, warrants, covenants and agrees that it has obtained written consent from each Participant and their parents or guardians to collect, use and disclose such Data with RCX. Upon the reasonable request of RCX, League shall furnish such written consents to RCX.

(f) Data Sharing Restriction. Notwithstanding League’s obligations in Section 8(e), League shall not provide any of the following data to RCX: (i) credit or debit card account numbers or other payment card data and related information; (ii) personal information known or reasonably suspected by League to have been collected online from children under the age of 13 in violation of the Children’s Online Privacy Protection Act; (iii) PHI; (iv) data from Participants from which League has not received written consent from such Participants and their parents or guardians to share with RCX.

9. Release of Liability.

(a) League, on its own behalf, and on behalf of the other Releasors (as defined below), hereby (i) releases and forever discharges each of the Releasees (as defined below) from all Released Claims (as defined below) and (ii) agrees not to sue or bring any proceeding against any Releasee for any Released Claims, whether presently known or unknown and whether or not caused by the negligence of any of the Releasees.

(b) As used in this Agreement, (i) the term “Releasors” means each of League, its past, present and future affiliates, each of its Participants, and the past, present and future heirs, executors, administrators, trustees, beneficiaries, legal representatives, agents, attorneys, servants, insurers, employees, directors, officers, partners, principals, shareholders, members, managers, investors, predecessors, successors and assigns of any such person or entity, (ii) the term “NFL Releasees” means NFLP, the NFL, and each of their respective past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iii) the term “RCX Releasees” means RCX, and its past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iv) the term “Releasees” means the NFL Releasees and the RCX Releasees, collectively, and (v) the term “Released Claims” means any actions, causes of action, suits, debts, losses, costs, controversies, damages, judgments, claims, liens, agreements, contracts and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of, attributable to, in connection with, or in any way relating to, this Agreement, or League’s or any of its Participant’s participation in the Program (including actions for property damage, personal injury or wrongful death).

League hereby expressly waives all rights under Section 1542 of the California Civil Code, and under any and all similar laws of any jurisdiction. League is aware that said Section 1542 of the California Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(c) League expressly acknowledges, for itself and on behalf of each of the other Releasors, that (i) the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement, (ii) this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected Released Claims, if any, to the same effect as those terms and provisions relating to any other Released Claims hereinabove described, and (iii) that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the Released Claims. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with the Released Claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

10. Indemnification.

(a) League shall at all times indemnify, defend and hold harmless each of the Releasees from and against any and all actions, causes of action, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs and expenses whatsoever, including reasonable attorneys' fees (collectively, "Losses"), whether arising out of a claim involving a third party or between the parties, resulting to, imposed upon, asserted against or incurred by any of the Releasees in connection with, arising out of or relating to (i) any breach of any representation, warranty, term, condition or covenant of this Agreement by any Releasor, (ii) the League's and its Participants participation in the Program (including in connection with any medical treatment offered or given to League's participants), (iii) the League's use of the Website, (iv) any infringing or unauthorized use, or allegation of such use, of the FLAG Marks, NFL Marks or RCX Marks by any Releasor, (v) the ownership and operation of the League and its football or other programs, including the acts or omissions of any Participant, employee, coach, volunteer or other person associated therewith, (vi) any negligent act or omission or the willful misconduct, of any Releasor or (vii) any use, collection, disclosure, disposal, administration, transfer, processing, storage, licensing, transmission or other exploitation of any Data, whether by any Releasor, a third party vendor or any other person or entity.

(b) The applicable Releasee shall have the right to control and direct the investigation, defense, and settlement of any third-party claim, action, or proceeding for which such Releasee is entitled to indemnification pursuant to Section 9(a) (each, a "Third-Party Claim"), at League's expense. League will, if requested by the applicable Releasee, provide reasonable assistance to the applicable Releasee, at League's sole expense, in defense of any such Third-Party Claim.

11. Limitation of Liability.

WITHOUT LIMITING SECTIONS 8, 9 AND 10, THE RELEASEES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES FROM (I) ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT (INCLUDING LEAGUE'S AND ITS PARTICIPANTS PARTICIPATION IN THE PROGRAM) OR ANY OTHER TRANSACTION, RELATIONSHIP, ACT, OMISSION OR EVENT ARISING OR OCCURRING IN CONNECTION THEREWITH (INCLUDING ANY BODILY AND PERSONAL INJURIES, DEATH, DISABILITY OR DAMAGE TO PERSONAL PROPERTY (AND THE CONSEQUENCES THEREOF) RESULTING FROM THE LEAGUE'S AND ITS PARTICIPANTS' PARTICIPATION IN THE PROGRAM OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM) AND (II) THE USE OR THE INABILITY TO USE THE WEBSITE, ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTER INTO THROUGH THE WEBSITE, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES. LEAGUE EXPRESSLY AGREES THAT PARTICIPATION IN THE PROGRAM AND USE OF THE WEBSITE IS AT THE LEAGUE'S SOLE RISK. THE PROGRAM AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

The RCX Releasees make no warranty that the Website's services will be uninterrupted, secure or error free. The RCX Releasees do not guarantee the accuracy or completeness of any information in, or provided in connection with, the Website. The RCX Releasees are not responsible for any errors or omissions, or for the results obtained from the use of such information. League understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Website is at League's own discretion and risk and that League will be solely responsible for any damage to League's computer system or loss of data that results from the download of such material and/or data.

12. Miscellaneous.

(a) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in the State of New York, without regard to principles of conflicts of law or choice of law of any jurisdiction that would cause the application of the law of another jurisdiction. In the event of any dispute arising out of this Agreement or the termination of this Agreement, League consents to the exclusive jurisdiction and venue in the state or federal courts in the Borough of Manhattan, in New York, New York and agrees that any such action must be brought in state or federal courts in the Borough of Manhattan, in New York, New York.

(b) Equitable Relief. League acknowledges that the rights granted by RCX under this Agreement possess a special, unique and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by RCX as a result of any actual or threatened breach by League of any of the provisions of this Agreement. Accordingly, in the event of any such actual or threatened breach by League of any of the provisions of this Agreement, RCX, in addition to such other contractual, legal and equitable rights and remedies that may be available to RCX, shall have the right to take such steps as are necessary to prevent any such actual or threatened breach, including petitioning a court of competent jurisdiction for a temporary restraining order, a preliminary or permanent injunction or a decree for specific performance, in each case without being required to prove actual damages or furnish a bond or other security. The rights of RCX under this Section 11(b) shall survive the termination or expiration of this Agreement.

(c) WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, LEAGUE IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER.

(d) Cumulative Remedies; Waiver. Except as otherwise and specifically contemplated by this Agreement, all rights and remedies of RCX shall be cumulative and none shall exclude any other right or remedy at law or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by RCX of any covenant or condition of this Agreement shall constitute a waiver by RCX of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.

(e) Effect of Agreement; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective permitted successors and assigns. League may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement (whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner) to any other person or entity without the prior written consent of RCX. Any purported assignment or delegation in violation of this Section 11(e) shall be null and void.

(f) Relationship of the Parties. The relationship of RCX and League under this Agreement is that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, joint venture, agency, partnership, franchisor-franchisee, or any Other relationship other than that of independent contractors. League acknowledges and agrees that it is engaged in a separate and independent business and shall not state, represent or imply any interest in or control over the business of RCX.

(g) Severability. If any provision of this Agreement is deemed invalid or unenforceable pursuant to any statute, regulation or rule of law, the remaining provisions of this Agreement will remain valid and enforceable.

(h) Third Party Beneficiaries. League agrees that the NFL Releasees are third party beneficiaries of any section that refers to the NFL or the NFL Releasees. Other than as provided for in the previous sentence and for the rights of the Releasees under Section 9, nothing in this Agreement is intended or shall be construed to confer on any other person other than the parties any rights or benefits under this Agreement.

(i) Further Assurances. League shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as RCX shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(j) Construction. Whenever used in this Agreement, (i) the terms "include," "includes," and "including," mean "include(s), but are not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive; (ii) the term "or" shall have the inclusive meaning identified with the phrase "or," and (iii) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof.

(k) No Construction Against Drafting Party. League has had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

(l) Survival. The following provisions shall survive any termination or expiration of this Agreement: Sections 2, 5, 6-12 and the last sentence of Section 1(c).

13. League Representations and Warranties; Authority to Register and/or Act as Agent.

League represents and warrants to RCX that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League's knowledge, threatened that could reasonably be expected to adversely affect League's ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

The individual signing or accepting this Agreement on behalf of League ("League Representative") represents and warrants to the Releasees that League Representative has full legal authority to complete and submit this League Registration Agreement via the Website on behalf of the League. League Representative represents and warrants that League Representative has been duly authorized to act as agent on behalf of the League in performing such registration. By proceeding with such registration, League Representative agrees that the terms of this League Registration Agreement shall apply equally to League Representative and to League.

BY INDICATING ACCEPTANCE OF LEAGUE REGISTRATION AGREEMENT, LEAGUE REPRESENTATIVE IS AFFIRMING, FOR HIMSELF OR HERSELF AND ON BEHALF OF LEAGUE, THAT LEAGUE REPRESENTATIVE HAS READ AND UNDERSTANDS THIS LEAGUE REGISTRATION AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. LEAGUE REPRESENTATIVE UNDERSTANDS THAT THE LEAGUE AND LEAGUE REPRESENTATIVE ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. LEAGUE REPRESENTATIVE ACKNOWLEDGES THAT LEAGUE REPRESENTATIVE IS SIGNING THIS LEAGUE REGISTRATION AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY LEAGUE REPRESENTATIVE'S ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

[LEAGUE ENTITY NAME]

COMPLIANCE CERTIFICATE

_____, 20__

This certificate ("Certificate") is being delivered pursuant to Section 3(f) of that certain League Registration Agreement, dated as of _____ (the "Registration Agreement"), by and between RCX Sports LLC ("RCX") and [League Entity Name] (the "League"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Registration Agreement. The undersigned, on behalf of the League, in his or her capacity as an officer and not in any individual capacity, hereby certifies that:

1. The League has performed or complied with Section 3(a), 3(b), 3(c), 3(d), 3(e), 4(a) and 4(b) of the Registration Agreement.

2. The League has performed or complied in all material respects with all other agreements and covenants contained in Registration Agreement to be performed or complied with by the League.

3. The League has disclosed all Major Owners, including the relevant name and current ownership percentage. As of the date hereof, the following are Major Owners of the League:

Major Owner Relevant Ownership Interest

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the League as of the date and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



LEAGUE REGISTRATION AGREEMENT

WHEREAS, RCX Sports LLC (“RCX”) has the right to operate and manage the youth flag football program known as “NFL FLAG Football” (the “Program”).

WHEREAS, League (as defined below) desires to obtain certain rights with respect to the Program, on the terms and subject to the conditions set forth herein.

By checking the box next to “Agree to terms and conditions of League Registration Agreement,” and as consideration for the license granted to League in accordance with Section 2 below, League hereby agrees to (i) timely pay the charges set forth in any payment form or invoice (whether in hard copy, electronic or other format) for the purchase of merchandise and equipment, including uniforms, flags, belts, balls and other items related to League’s participation in the Program (as defined below) (the “Payment Form”), (ii) comply with the other terms and conditions set forth in the Payment Form, and (iii) comply with all of the terms and conditions that are set forth below or otherwise referenced herein or in any section of NFLFLAG.com (all such terms and conditions, together with the Payment Form, this “Agreement”).

League. The “League” shall be the person or legal entity that is on record in RCX’s database as the registered league organizer. If registered in the name of a legal entity, a contact person must be identified for the limited purpose of correspondence and contact. RCX’s acceptance of payment for equipment, merchandise or other benefits or privileges related to League’s participation in the Program (collectively, “Program Privileges”) from any person or entity other than the League does not grant any rights to equipment, merchandise, FLAG Marks or other Program Privileges, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to such person or entity.

1. License of FLAG Marks.

(a) Grant of License. Subject to the terms of this Agreement, RCX hereby grants to League, and League hereby accepts, the limited, non-exclusive, non-transferable, non-sublicensable, non-franchiseable, license and right to use the FLAG Marks (as defined below) solely for the Permitted Uses (as defined below) during the Term (as defined below) in the Territory and the Outer Market Territory (each as defined below), in each case, in compliance with the Style Guide (as defined below); provided that use of the FLAG Marks in the Outer Market Territory shall be limited to such Permitted Uses that are impossible or impractical to limit to the Territory, such as television, radio, newspaper, and magazine advertisements. Any other use of FLAG Marks by League shall be subject to the prior written approval of RCX and NFL Properties LLC (“NFLP”) in each instance. The parties acknowledge and agree that the rights granted hereunder (including the use of any FLAG Marks) shall be limited to the Territory and the Outer Market Territory (each as defined below) with the sole exception of the use of the Internet to promote the Program in the Territory, which is inherently worldwide. For the avoidance of doubt, League shall not be permitted to use the FLAG Marks in any Permitted Uses that are directly targeted to or physically located in the Outer Market Territory, such as placing yard signs, displaying flyers or banners in schools, community centers, or other locations, or displaying billboards in the Outer Market Territory or engage in targeted social media posts or advertisements directed at the Outer Market Territory.



LEAGUE REGISTRATION AGREEMENT

“FLAG Marks” means the words “NFL FLAG” and the NFL FLAG logo. For the avoidance of doubt, although the National Football League (the “NFL”) shield logo is incorporated into the NFL FLAG logo, the NFL shield logo in isolation shall not be deemed a FLAG Mark and League shall have no right to use the NFL shield logo in isolation.

“Permitted Uses” means only the following uses: (i) on League’s website, and (ii) on League marketing and promotional materials, including flyers and emails, in which no other third party items are present (i.e. no sponsor logos, other than RCX’s logo, are permitted on the same marketing piece that contains FLAG Marks).

“Style Guide” means any written style guide provided by NFLP or RCX from time to time that sets forth certain styles, formats, characterization and artwork depicting the FLAG Marks (a copy of the Style Guide, a copy of which is accessible at NFLFLAG.com and is incorporated herein by reference).

“Outer Market Territory” means the Designated Market Area (as defined by the A.C. Nielsen Company) in which the Territory is located, subject to adjustment by RCX in accordance with RCX Rules.

“Territory” means the geographical area set forth on Exhibit A.

(b) **League’s Use of the FLAG Marks.** League represents, warrants and agrees that its use of the FLAG Marks shall not be derogatory to, critical of, or otherwise reflect unfavorably on any Releasee (as defined below). League shall: (a) observe such requirements with respect to notice, use and other reasonable requirements as RCX or any of the NFL Releasees (as defined below) may require from time to time, including the requirements set forth in the Style Guide; (b) not misuse any FLAG Marks, bring them into disrepute or otherwise use any FLAG Marks in any manner that is inconsistent with the specific terms of this Agreement; (c) not use the FLAG Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may subject any Releasee to liability; and (d) not register or apply to register any domain or social media accounts containing the FLAG Marks or any mark confusingly similar thereto without the written permission of RCX. RCX shall have the right, but not the obligation, to approve any use of the FLAG Marks before the League uses such FLAG Marks. RCX shall have the right, in its sole and absolute discretion, to withdraw its approval with respect to any use of the FLAG Marks if such use (i) ceases to be acceptable to RCX or NFLP, (ii) upon the happening of an event which might compromise or reflect unfavorably upon the good name, goodwill, reputation or image of any Releasee, or which might jeopardize or limit any Releasee’s proprietary or other right, title or interest in or to any FLAG Mark or (iii) if required by NFLP or the NFL. If at any time RCX withdraws its approval of a use as provided in the immediately preceding sentence, League shall immediately cease all such uses of the FLAG Marks and such use shall no longer be considered a Permitted Use hereunder. League shall be responsible for all costs incurred in connection with (x) any use by League of the FLAG Marks and (y) ceasing any such use.

(c) **NFL/RCX Ownership.** League acknowledges and agrees that RCX and NFLP exclusively own or are the exclusive licensee of the FLAG Marks and all copyrights, trademarks and service marks and other intellectual property rights in and to them. League further acknowledges and agrees that RCX or NFLP (as applicable) shall own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) in and to the following materials (collectively, “Proprietary Materials”): (i) all artwork, art, images or photographs (A) produced or created under this Agreement or in connection with League’s affiliation with the Program, or otherwise controlled by any Releasee, and (B) bearing any FLAG Marks or incorporating graphic depictions of the FLAG Marks, as well as duplicates and copies thereof (“Artwork”); (ii) all promotional materials depicting any FLAG Marks; (iii) all secondary marks or football-related promotional concepts developed for use and used in connection with any FLAG Marks



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(“Secondary Marks”); (iv) all derivative work (as defined in the U.S. Copyright Act, 17 U.S.C. § 105) of the FLAG Marks, Secondary Marks, promotional materials depicting any FLAG Marks or Artwork; (v) all materials that are created through combining other material described in clauses (i) through (iv) and (vi) of this Section 1(c); and (vi) any new content created by League that: (A) makes any use of the FLAG Marks or other branding owned or controlled by any Releasee, or (B) is confusingly similar to, or otherwise infringes upon, the FLAG Marks or any other name, brand or mark owned or controlled by any Releasee. League’s use of the FLAG Marks pursuant to the license granted herein is for RCX and NFLP’s benefit and will inure to RCX and NFLP, and League shall not acquire any rights in any of them by such use. For the avoidance of doubt, (1) RCX or the NFL Releasees (as applicable) shall continue to own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) to the FLAG Marks and Proprietary Materials following termination or expiration of this Agreement; and (2) League shall have no rights to use the FLAG Marks and Proprietary Materials following termination or expiration of this Agreement.

(d) **No Alterations or Modifications of FLAG Marks.** League shall not create or use new versions, adaptations or variations of any FLAG Marks either by alteration or by combining the FLAG Marks with other marks, words, or designs.

(e) **No Challenges.** League agrees that the FLAG Marks are valid and fully subsisting, and that League shall not (i) directly or indirectly, infringe the FLAG Marks or Proprietary Materials, (ii) contest or aid in contesting the validity or ownership and rights of RCX or the NFL Releasees to the FLAG Marks or Proprietary Materials or take any other action in derogation of RCX’s or the NFL Releasees’ rights in and to the FLAG Marks or Proprietary Materials, (iii) attack the validity of this Agreement or the license granted herein or (iv) apply for or seek to obtain trademark, copyright, or any other proprietary right or other protection or restriction in and to the FLAG Marks.

(f) **Domains and Social Media Accounts.** League may not register or apply to register any domain or social media account containing or including the FLAG Marks or any mark confusingly similar thereto without the written permission of RCX. Should RCX consent to the registration any domain including the Flag Marks, such domain shall be registered in the name of RCX. League and RCX shall cause a senior executive officer of League to remain the technical contact with respect to the domain name registrar for the domain. Upon registration of any domain or social media account or upon the request of RCX, League shall provide to RCX the password and contact information with respect to the domain and social media accounts. League shall immediately notify RCX in writing upon any change to the password or contact information for any domain or social media account permitted to be registered under this Section. All such domains and social media accounts permitted to be registered under this Section shall be considered part of the FLAG Marks and shall be subject to all other terms of this Agreement applicable to such FLAG Marks, including, without limitation NFLP’s exclusive ownership thereof. Without limiting RCX’s other rights or remedies, RCX may disable League’s access to any domain or social media account permitted to be registered under this Section for any or no reason and without notice to League.

(g) **Unauthorized Use of the FLAG Marks.** League agrees to promptly notify RCX of any unauthorized use of the FLAG Marks of which League has knowledge. RCX or NFLP shall have sole discretion to bring proceedings alleging infringement of the FLAG Marks or unfair competition relating thereto. League agrees to provide RCX or NFLP reasonable cooperation and assistance with respect to any such infringement proceedings.

(h) **No Use of Other Marks.** League understands that League shall have no right to use any of the NFL Marks (as defined below) or any of the RCX Marks (as defined below), other than the FLAG Marks as expressly permitted



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herein, for any purpose whatsoever without the prior written approval of the Releasees in each instance (such approval to be granted or withheld in the Releasees' sole discretion after a formal logo request process has been initiated by League). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the NFL and its member clubs, including the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL shield design and the NFL Punt, Pass and Kick trademarks, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the NFL's member clubs, and any other indicia adopted for commercial purposes by the NFL or any of its member clubs. For the purposes of this Agreement, "RCX Marks" means the names, logos, symbols, emblems, and designs of RCX and its affiliates and any indicia adopted for commercial purposes by RCX or any of its affiliates. League acknowledges and agrees that all right, title and interest in and to the NFL Marks and RCX Marks belong to the NFL and RCX, respectively. League agrees that the NFL Marks and RCX Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary herein, League recognizes that irreparable injury would be caused by the unauthorized use of any of the NFL Marks or RCX Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. League recognizes that the great value and goodwill associated with the NFL Marks and RCX Marks belongs to the NFL and RCX respectively and that such marks have secondary meaning.

(i) Territory.

(i). In consideration for the rights granted in the Territory, League shall use its best efforts to actively promote the Program in the Territory. League shall host all practices and all "home" games and official League events in the Territory and shall not be permitted to host League practices, "home" games or other official League events outside the Territory (including in the Outer Market Territory).

(ii). League does not acquire any rights to the Program or FLAG Marks to any location or territory, other than the Territory and the Outer Market Territory, subject to the limitations set forth in this Agreement. League expressly acknowledges and agrees that this license for the Marks is nonexclusive and that RCX has and retains the right to own, acquire, establish and operate, and license others to establish and operate, Program leagues substantially similar to the League, whether under the FLAG Marks or other trademarks in the Territory and the Outer Market Territory.

2. Works and Rights.

(a) Works. League acknowledges and agrees that, as between the parties, RCX exclusively and in perpetuity owns and controls any and all rights to video tape, broadcast, telecast, display, publish, reproduce, film, exhibit, distribute, photograph, exploit, record, print or otherwise make use of, and any and all rights to authorize others to do so, whether on behalf of RCX or for their own account, any film, audio, depiction, audio visual, video, material, recording, document, image, record, statistic, data (of any kind, including biometric data), photo, sound or any other type of information or experience or content that is capable of being captured or recorded by any means arising from, related to or during any Program activity or event, any service performed by League pursuant to the terms herein or otherwise related to the Program, RCX or an Item X17.s activities or business (collectively, the "Works") in any manner whatsoever, alone or in composite or conjunction with other materials, in any and all media, whether now known or hereafter devised (collectively, "Media"), in or by any manner, method or device (whether now known



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or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including for any and all commercial and non-commercial purposes, including for purposes of advertising and promoting RCX or the Program.

(b) **Name, Image, Likeness, Etc.** League hereby grants, for itself on behalf of its players, coaches, parents and other participants (collectively, “Participants”), to RCX and the other RCX Releasees (as defined below) the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right and license to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform and make any other uses of League’s or its Participants’ image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of League and its Participants, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described in Section 2(a); (ii) any advertising, promotion, publicity, operation or exploitation of Releasees (as defined below), Releasees or the Program and (iii) on www.NFLFLAG.com (the “Website”) in connection with any postings of team rosters, stories or otherwise.

(c) **Rights.** The rights described in the foregoing Sections 3(a) and 3(b) are collectively referred to herein as the “Rights”. League acknowledges and agrees that (i) the Rights granted to RCX shall expressly survive any termination or expiration of this Agreement and (ii) that RCX has the exclusive and unrestricted right in perpetuity, exercisable in its sole and absolute discretion, to: (x) sell, assign, exploit, lease, license, sublease, use or otherwise dispose of any and all of the Rights and the results of the exercise thereof, and to authorize, license and grant the right to exercise any of the Rights and to retain the proceeds therefrom, (y) do all things necessary for the full and complete use, exploitation and exercise of the Rights, including the right to promote and exploit all Rights granted hereunder, and the right to negotiate, enter into and perform any and all agreements relating to the Rights, and (z) receive and retain all subscription revenues, advertising revenues, merchandise and e-commerce revenues, sponsorship revenues, and all other revenues of all kinds whatsoever (regardless of source) related to RCX, the Rights, the Program, or any services performed by League or its Participants pursuant to the terms herein (and, for clarity, League shall have no such right).

3. League Operational Obligations.

(a) **Player Registration Agreement.** League agrees that (i) each of its player participants (and each such participant’s parent or legal guardian, as applicable) shall execute and deliver to RCX a Player Registration Agreement (in the form provided by RCX) and League shall not allow any person that has not executed and delivered a Player Registration Agreement to participate in any Program or League activities or events and (ii) League shall obtain (through a written waiver) from each of its Participants (and each Participants’ parents, as applicable) any right not covered by the Player Registration Agreement as necessary for either party to perform its obligations or exercise the rights granted to it hereunder.

(b) **Background Checks.** League shall engage a reputable company with experience in youth sports to conduct background checks on all coaches and other on-field representatives of League and League shall not permit any such person to engage in any Program events or activities until League receives the results of such background check and confirms there are no issues. League shall Item X17. reasonability for conducting, reviewing and addressing any issues in such background checks and obtaining any necessary authorization to conduct such



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background checks. League agrees that RCX shall also have the right (but not the obligation) to perform background checks on League and its Participants.

(c) **Compliance with Law; Safe Sport.** League agrees that, at all times, League and its affiliates shall be (and shall conduct its business) in full compliance with all applicable federal, state and local laws, regulations, and ordinances, including the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 and the Children's Online Privacy Protection Act of 1998. League agrees that it shall at all times (i) foster a culture of respect and a positive and safe environment for all of its participants and athletes, (ii) provide its teams, coaches and any other personnel with best-in-class support, training and resources to promote respect, prevent abuse and encourage safe play and (iii) protect its participants and athletes from abuse, violence or any other misconduct with respect to all of League's operations and services (which shall include background checks on all coaches or other on-field representatives in accordance with Section 3(b)). League agrees that it shall dedicate best-in-class resources and monitoring to ensure compliance with this Section 3(c).

(d) **Scope of League Offerings.** In the event that League offers only one program for a certain age group, such program must be co-educational in nature (i.e., girls and boys are permitted to play together on the same team).

(e) **Ownership.** League has disclosed in writing to RCX all direct and indirect beneficial owners of the League who own more than ten (10) percent of the equity, voting, ownership, or other economic interest in the League (each a "Major Owner"). For purposes of this Agreement, a "Change of Control" means (in each case, whether directly or indirectly and whether in a single transaction, a series of related transactions or as part of an overall plan) (i) the direct or indirect transfer, conveyance, or acquisition by any person of 10% or more of the League's direct or indirect beneficial ownership of, or voting control (whether by contract, arrangement, relationship, or otherwise) or 10% or more of the capital stock or other equity interests of the League; (ii) the sale, exchange, or transfer of all or substantially all of the League's assets; or (iii) the closing of a merger, consolidation, liquidation or reorganizational of the League into or with another company or other legal person.

(f) **Compliance Certificate.** League shall provide RCX in writing with an executed copy of the annual certificate in the form provided by RCX and attached hereto as Schedule 1, (y) certifying that League and its affiliates are in compliance with Sections 3(a), 3(b), 3(c), 3(d), 3(e), 4(a), and 4(b) and (z) setting forth a list of all Major Owners and their relative ownership interest, each year during the Term.

(g) **League Highlights/Clips.** League shall be required to provide video clips/highlights of League games and other activities in a form mutually agreed upon by the parties to RCX upon the reasonable request of RCX or upon a mutually agreed periodic schedule.

(h) **Program Merchandise and Equipment.** League hereby acknowledges and agrees that RCX shall have the exclusive right to supply League's (including the teams in the League) on-field, game-day uniforms. League shall require that every League player wear exclusively such Program official uniforms whenever on-field and participating in games. RCX may offer for sale other items of Program equipment and merchandise including flag belts, balls, shorts, and other items. In order to protect the goodwill of the Program, League shall be prohibited from purchasing Program equipment from other leagues in the Program and re-selling any Program equipment or merchandise purchased from RCX (including to other leagues in the Item X17.), without RCX's prior written consent.

(i) **NFL FLAG Championships.** League shall have the option to send its League champion in each age group (or a runner-up in the event the League champion is unable to attend) to the NFL FLAG Championship tournament.



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(j) **Exclusivity.** Throughout the Term, RCX and the Program shall be the exclusive flag football partner with the League, which shall preclude the League from partnering, promoting, endorsing, or otherwise associating with any other flag football organizations which may be competitive with RCX or the Program, as determined by RCX in its reasonable discretion.

(k) **Sponsorship Restrictions.** League acknowledges and understands that certain sponsors of the Releasees have exclusive category rights ("Category Exclusivity") and such rights may preclude League from engaging with certain companies in any way, including with respect to all signage, displays, on-field gear, jerseys (recreational or competitive), apparel, equipment and any other advertising inventory due to League's relationship with the Releasees. League shall not engage in any way with a third party that potentially conflicts with any Category Exclusivity. Potential conflicts with any Category Exclusivity shall be determined by RCX in its sole discretion.

(l) **RCX Rules.** This Agreement and all rights granted hereunder are subject and subordinate to and limited by all applicable RCX Rules (as defined below). In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any RCX Rule, such RCX Rule shall govern. League shall comply with all applicable RCX Rules and shall not enter into any agreements in conflict with such applicable RCX Rules. "RCX Rules" shall mean collectively, (i) the "Program Rulebook" adopted by RCX, available at the following link: PROGRAM RULE BOOK, (ii) the NFL FLAG Collaboration and Licensing Agreement, dated September 30, 2019, between NFLP and RCX, (iv) each of the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of RCX related to the Program, and (v) any other agreements and arrangements to which RCX is (or after the date hereof may become) subject or by which RCX or its assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended or modified from time to time.

(m) **Standards.** As the operator of the Program, RCX shall have the right to establish "Standards" for various aspects of the Program, that include the quality and professionalism of League staff and coaches, the efficiency and performance of League systems and processes, League performance in terms of player participation, operational and financial efficiency, parent and participant feedback, compliance with the terms of this Agreement, including limiting League activities to the Territory and collection and retention of Player Registration Agreements, compliance with RCX Rules, and general standing and reputation in the League's local community.

4. Insurance.

(a) League shall at all times carry, from insurance companies licensed to do business in the states in which the League operates and with a minimum rating of "A-" or better (as determined by A.M. Best Company): (i) commercial general liability insurance with a minimum combined bodily injury and property damage limit of at least one million dollars (\$1,000,000) per occurrence and in the annual policy aggregate, and (ii) all-risk property insurance covering League-owned or rented property on a replacement cost basis. Such insurance policies shall (x) name the Releasees as additional insured, (y) be designated as primary and (z) provide that they may not be cancelled or materially changed without at least thirty (30) days prior written notice to RCX. League shall provide RCX with written notice of any decrease in the dollar amount of such policies. General conditions applying to all insurance coverage in this Section 4(a) are that (1) no policy shall contain a self-insured retention, (2) satisfaction of any and all deductibles shall be the sole responsibility of League, and (3) the coverage must include a waiver of subrogation in favor of the Releasees. All subcontractors and vendors of League shall be included as insured under League's insurance policies or shall obtain separate insurance and provide certificates evidencing the same.



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(b) Contemporaneously with the execution of this Agreement, League shall furnish to RCX certificates of insurance evidencing compliance with this Section 4(b) and, for the avoidance of doubt, this Agreement shall not be effective until such certificates have been received by RCX. RCX may, in its sole discretion, offer League the opportunity to purchase insurance through RCX's insurance provider. For more information, please visit [<https://nflflag.com/league-insurance>] .

5. **League Representations and Warranties.** League represents and warrants to RCX that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League's knowledge, threatened that could reasonably be expected to adversely affect League's ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

6. **Term; Annual Review.**

(a) **Initial Term.** The term of this Agreement will commence effective as of the date of this Agreement, and will expire on January 31 of the following year, unless earlier terminated or extended pursuant to this Agreement (the "Initial Term"). A "Contract Year" means, for the first year of this Agreement, from the effective date of this agreement through January 31 of the following calendar year. For all years thereafter, Contract Year means the period from February 1 through January 31 of the following calendar year.

(b) **Renewal Term.** Upon expiration of the Initial Term or a Renewal Term, the parties may mutually agree to renew this Agreement for an additional term of one (1) Contract Year (each a "Renewal Term", and together with the Initial term, the "Term"), provided that League satisfactory passes its Annual Review (in RCX's sole and absolute discretion) pursuant to Section 6(c).

(c) **Annual Review.**

(i). On or prior to December 31 of each Contract Year, the League shall provide RCX with the annual certificate as required under Section 3(f) of this Agreement.

(ii). After November 1 of each Contract Year, RCX will conduct a review of the League to determine whether the League has maintained the Standards and otherwise sustained compliance with the terms and conditions of this Agreement and RCX Rules over the applicable Initial Term or the Renewal Term (the "Annual Review"). RCX retains the sole discretion as to whether League has satisfied the Standards. As part of the Annual Review, RCX is permitted to revise or amend the Territory for any future Renewal Term (but not for the then-current Initial Term or Renewal Term).

7. **Termination; Effect of Termination.**

(a) Without limiting any other rights or remedies Item X17. y have under this Agreement or otherwise, RCX may terminate this Agreement by giving written notice to League at any time after any of the following shall occur (or, automatically in the case of Section 7(a)(vi)):



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- (i). League becomes involved in a business or industry, or undertakes any activity for which the RCX Rules prohibit RCX from having a relationship with League;
- (ii). League is subject to a Change of Control, without RCX's prior written consent (to be granted or withheld in RC's sole and absolute discretion);
- (iii). any Releasor commits (or is accused of committing) any act or becomes involved in any situation or occurrence which (A) may reasonably be considered to be immoral, deceptive, scandalous or obscene, (B) brings any Releasee into public disrepute, contempt, scandal, or ridicule or (C) shocks, insults, offends or reflects unfavorably upon RCX or any Releasee or otherwise would have an adverse impact on the name, image, reputation, goodwill, proprietary rights, or any other legitimate business rights of RCX or any other Releasee;
- (iv). either party's performance of its obligations hereunder would cause either party to be in violation of RCX Rules or any rule or policy of any NFL Releasee;
- (v). League breaches, in any material respect, any of its obligations under this Agreement; or
- (vi). League has a receiver or similar party appointed for its property, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. In the event this Agreement is terminated pursuant to this Section 7(a)(vi), in addition to the provisions in Section (b)7(b), neither League nor its receivers, representatives, trustees, agents, administrators, successors or assigns shall have any right to sell, exploit or otherwise use the FLAG Marks without the prior written consent of RCX and NFLP.
- (b) Termination of this Agreement by RCX as provided herein shall be without prejudice to any other rights or remedies which RCX may have under this Agreement, at law, in equity or otherwise. In the event this Agreement is terminated, (i) all rights granted to League hereunder shall immediately revert to RCX and NFLP (as applicable), (ii) League shall immediately and permanently cease all use of the FLAG Marks and (iii) League shall not be entitled to any refund or any other consideration, regardless of whether termination occurs prior to, during or after any League or Program season.
8. Data Sharing and Privacy.
- (a) Definitions. For purposes of this Section, the following terms shall be defined as follow:
- (i). "Applicable Privacy and Data Security Laws" means all data privacy, data security and data protection, advertising and marketing laws, rules, and regulations of any applicable jurisdiction (including the U.S. and each state of the U.S.).
- (ii). "Data" means all (i) data, to the extent collected by or on behalf of the League from individuals (including, without limitation, Participants) in connection with such individuals' interactions with the League and the Program; (ii) the list of leagues and teams participating in the League and Program; (iii) all results, statistics and outcomes of the games and other events occurring in the Program; and (iv) any other information necessary for RCX or NFLP to exercise its rights or perform its obligations under this Agreement. Data shall not include shall include (i) any credit or debit card account numbers or any other payment card data or related information; or (ii) any protected health information ("PHI") as defined by the Health Insurance
- Item XI7.
- ity and Accountability Act of 1996.
- (b) League shall use commercially reasonable efforts to obtain from Participants and their parents or guardians, to the extent permitted by Applicable Privacy and Data Security Laws, the right of RCX to (i) collect, use,



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and disclose Data relating to such Participants to the NFLP and its affiliates and (ii) permit the NFLP and its affiliates to collect, use and disclose such Data in accordance with the terms of this Section 8 (e.g., by using commercially reasonable efforts to include an appropriate provision in its privacy policies and/or any Participant agreements (collectively with the “Governing Data Policies and Agreements”) providing that each Participant agrees that its Data may be used by each of RCX and NFLP and their affiliates in accordance with the terms of this Section 8) without any additional permissions or authorizations required from any such Participant (subject to Applicable Privacy and Data Security Laws and such Participant’s preferences (e.g., opt-outs and unsubscribes)). Notwithstanding anything to the contrary in this Agreement, RCX shall comply with the provisions of this Agreement that relate to Data that RCX is required to comply with (including the scope of rights with respect thereto that League obtains from the applicable Participant and all limitations and restrictions on the exploitation thereof) and its own Governing Data Policies and Agreements, including, without limitation, its Privacy Policy accessible at <https://nflflag.com/policy>.

(c) **Use & Advertising Restrictions.** Each party’s collection, use, and disclosure of Data shall comply with all Applicable Privacy and Data Security Laws and Governing Data Policies and Agreements and, with respect to the use of Data for marketing or promotional purposes, each party shall, to the extent commercially reasonable, also comply with applicable self-regulatory frameworks and industry standards that are relevant thereto.

(d) **Privacy Policies; Consents.** League shall develop, implement and maintain Governing Data Policies and Agreements consistent with Applicable Privacy and Data Security Laws and League’s obligations under this Agreement and League will use commercially reasonable efforts to structure such Governing Data Policies and Agreements to allow League to provide Data to RCX in accordance with this Section 8 in a manner that permits the RCX to use such Data for marketing purposes consistent with the terms of this Agreement. Without limiting the generality of the foregoing, League shall maintain reasonable administrative, technical and physical safeguards to protect such Data from unauthorized access, use or disclosure.

(e) **Process for Data Sharing.** On a quarterly basis or as otherwise requested by RCX, League shall provide or direct its agents to provide RCX with all available Data (solely to the extent League has obtained all consents or rights from the applicable Participants necessary to do so) in a form mutually agreed upon by the parties. By providing any Data to RCX, League represents, warrants, covenants and agrees that it has obtained written consent from each Participant and their parents or guardians to collect, use and disclose such Data with RCX. Upon the reasonable request of RCX, League shall furnish such written consents to RCX.

(f) **Data Sharing Restriction.** Notwithstanding League’s obligations in Section 8(e), League shall not provide any of the following data to RCX: (i) credit or debit card account numbers or other payment card data and related information; (ii) personal information known or reasonably suspected by League to have been collected online from children under the age of 13 in violation of the Children’s Online Privacy Protection Act; (iii) PHI; (iv) data from Participants from which League has not received written consent from such Participants and their parents or guardians to share with RCX.

9. Release of Liability.

(a) League, on its own behalf, and on behalf of Item X17. Releasors (as defined below), hereby (i) releases and forever discharges each of the Releasees (as defined



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agrees not to sue or bring any proceeding against any Releasee for any Released Claims, whether presently known or unknown and whether or not caused by the negligence of any of the Releasees.

(b) As used in this Agreement, (i) the term “Releasors” means each of League, its past, present and future affiliates, each of its Participants, and the past, present and future heirs, executors, administrators, trustees, beneficiaries, legal representatives, agents, attorneys, servants, insurers, employees, directors, officers, partners, principals, shareholders, members, managers, investors, predecessors, successors and assigns of any such person or entity, (ii) the term “NFL Releasees” means NFLP, the NFL, and each of their respective past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iii) the term “RCX Releasees” means RCX, and its past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iv) the term “Releasees” means the NFL Releasees and the RCX Releasees, collectively, and (v) the term “Released Claims” means any actions, causes of action, suits, debts, losses, costs, controversies, damages, judgments, claims, liens, agreements, contracts and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of, attributable to, in connection with, or in any way relating to, this Agreement, or League’s or any of its Participant’s participation in the Program (including actions for property damage, personal injury or wrongful death).

League hereby expressly waives all rights under Section 1542 of the California Civil Code, and under any and all similar laws of any jurisdiction. League is aware that said Section 1542 of the California Civil Code provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(c) League expressly acknowledges, for itself and on behalf of each of the other Releasors, that (i) the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement, (ii) this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected Released Claims, if any, to the same effect as those terms and provisions relating to any other Released Claims hereinabove described, and (iii) that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the Released Claims. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with the Released Claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

10. Indemnification.

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(a) League shall at all times indemnify, defend and hold harmless each of the Releasees from and against any and all actions, causes of action, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs and expenses whatsoever, including reasonable attorneys' fees (collectively, "Losses"), whether arising out of a claim involving a third party or between the parties, resulting to, imposed upon, asserted against or incurred by any of the Releasees in connection with, arising out of or relating to (i) any breach of any representation, warranty, term, condition or covenant of this Agreement by any Releasor, (ii) the League's and its Participants participation in the Program (including in connection with any medical treatment offered or given to League's participants), (iii) the League's use of the Website, (iv) any infringing or unauthorized use, or allegation of such use, of the FLAG Marks, NFL Marks or RCX Marks by any Releasor, (v) the ownership and operation of the League and its football or other programs, including the acts or omissions of any Participant, employee, coach, volunteer or other person associated therewith, (vi) any negligent act or omission or the willful misconduct, of any Releasor or (vii) any use, collection, disclosure, disposal, administration, transfer, processing, storage, licensing, transmission or other exploitation of any Data, whether by any Releasor, a third party vendor or any other person or entity.

(b) The applicable Releasee shall have the right to control and direct the investigation, defense, and settlement of any third-party claim, action, or proceeding for which such Releasee is entitled to indemnification pursuant to Section 9(a) (each, a "Third-Party Claim"), at League's expense. League will, if requested by the applicable Releasee, provide reasonable assistance to the applicable Releasee, at League's sole expense, in defense of any such Third- Party Claim.

11. Limitation of Liability.

WITHOUT LIMITING SECTIONS 8, 9 AND 10, THE RELEASEES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES FROM (I) ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT (INCLUDING LEAGUE'S AND ITS PARTICIPANTS PARTICIPATION IN THE PROGRAM) OR ANY OTHER TRANSACTION, RELATIONSHIP, ACT, OMISSION OR EVENT ARISING OR OCCURRING IN CONNECTION THEREWITH (INCLUDING ANY BODILY AND PERSONAL INJURIES, DEATH, DISABILITY OR DAMAGE TO PERSONAL PROPERTY (AND THE CONSEQUENCES THEREOF) RESULTING FROM THE LEAGUE'S AND ITS PARTICIPANTS' PARTICIPATION IN THE PROGRAM OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM) AND (II) THE USE OR THE INABILITY TO USE THE WEBSITE, ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTER INTO THROUGH THE WEBSITE, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES.

LEAGUE EXPRESSLY AGREES THAT PARTICIPATION IN THE PROGRAM AND USE OF THE WEBSITE IS AT THE LEAGUE'S SOLE RISK. THE PROGRAM AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

The RCX Releasees make no warranty that the Website's services will be uninterrupted, secure or error free. The RCX Releasees do not guarantee the accuracy or completeness of any information in, or provided in connection with, the Website. The RCX Releasees are not responsible for any errors or omissions, or for the results obtained from the use of such information. League understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Website is at League's own discretion and risk and that League will be



LEAGUE REGISTRATION AGREEMENT

solely responsible for any damage to League's computer system or loss of data that results from the download of such material and/or data.

12. Miscellaneous.

(a) **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in the State of New York, without regard to principles of conflicts of law or choice of law of any jurisdiction that would cause the application of the law of another jurisdiction. In the event of any dispute arising out of this Agreement or the termination of this Agreement, League consents to the exclusive jurisdiction and venue in the state or federal courts in the Borough of Manhattan, in New York, New York and agrees that any such action must be brought in state or federal courts in the Borough of Manhattan, in New York, New York.

(b) **Equitable Relief.** League acknowledges that the rights granted by RCX under this Agreement possess a special, unique and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by RCX as a result of any actual or threatened breach by League of any of the provisions of this Agreement. Accordingly, in the event of any such actual or threatened breach by League of any of the provisions of this Agreement, RCX, in addition to such other contractual, legal and equitable rights and remedies that may be available to RCX, shall have the right to take such steps as are necessary to prevent any such actual or threatened breach, including petitioning a court of competent jurisdiction for a temporary restraining order, a preliminary or permanent injunction or a decree for specific performance, in each case without being required to prove actual damages or furnish a bond or other security. The rights of RCX under this Section 11(b) shall survive the termination or expiration of this Agreement.

(c) **WAIVER OF TRIAL BY JURY.** TO THE EXTENT PERMITTED BY LAW, LEAGUE IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER.

(d) **Cumulative Remedies; Waiver.** Except as otherwise and specifically contemplated by this Agreement, all rights and remedies of RCX shall be cumulative and none shall exclude any other right or remedy at law or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by RCX of any covenant or condition of this Agreement shall constitute a waiver by RCX of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.

(e) **Effect of Agreement; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective permitted successors and assigns. League may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement (whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner) to any other person or entity without the prior written consent of RCX. Any purported assignment or delegation in violation of this Section 11(e) shall be null and void.

(f) **Relationship of the Parties.** The relationship Item X17. and League under this Agreement is that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, joint venture, agency, partnership, franchisor-franchisee, or any



LEAGUE REGISTRATION AGREEMENT

other relationship other than that of independent contractors. League acknowledges and agrees that it is engaged in a separate and independent business and shall not state, represent or imply any interest in or control over the business of RCX.

(g) **Severability.** If any provision of this Agreement is deemed invalid or unenforceable pursuant to any statute, regulation or rule of law, the remaining provisions of this Agreement will remain valid and enforceable.

(h) **Third Party Beneficiaries.** League agrees that the NFL Releasees are third party beneficiaries of any section that refers to the NFL or the NFL Releasees. Other than as provided for in the previous sentence and for the rights of the Releasees under Section 9, nothing in this Agreement is intended or shall be construed to confer on any other person other than the parties any rights or benefits under this Agreement.

(i) **Further Assurances.** League shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as RCX shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(j) **Construction.** Whenever used in this Agreement, (i) the terms “include,” “includes,” and “including,” mean “include(s), but are not limited to,” and “including, but not limited to,” respectively and are to be construed as inclusive, not exclusive; (ii) the term “or” shall have the inclusive meaning identified with the phrase “or,” and (iii) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof.

(k) **No Construction Against Drafting Party.** League has had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

(l) **Survival.** The following provisions shall survive any termination or expiration of this Agreement: Sections 2, 5, 6-12 and the last sentence of Section 1(c).

13. **League Representations and Warranties; Authority to Register and/or Act as Agent.**

League represents and warrants to RCX that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League’s knowledge, threatened that could reasonably be expected to adversely affect League’s ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

The individual signing or accepting this Agreement on behalf of League (“League Representative”) represents and warrants to the Releasees that League Representative has full legal authority to complete and submit this League Registration Agreement via the Website on behalf of t Item X17. e. League Representative represents and warrants that League Representative has been duly authorized to act as agent on behalf of the League in performing such



LEAGUE REGISTRATION AGREEMENT

registration. By proceeding with such registration, League Representative agrees that the terms of this League Registration Agreement shall apply equally to League Representative and to League.

BY INDICATING ACCEPTANCE OF LEAGUE REGISTRATION AGREEMENT, LEAGUE REPRESENTATIVE IS AFFIRMING, FOR HIMSELF OR HERSELF AND ON BEHALF OF LEAGUE, THAT LEAGUE REPRESENTATIVE HAS READ AND UNDERSTANDS THIS LEAGUE REGISTRATION AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. LEAGUE REPRESENTATIVE UNDERSTANDS THAT THE LEAGUE AND LEAGUE REPRESENTATIVE ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. LEAGUE REPRESENTATIVE ACKNOWLEDGES THAT LEAGUE REPRESENTATIVE IS SIGNING THIS LEAGUE REGISTRATION AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY LEAGUE REPRESENTATIVE'S ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

[LEAGUE ENTITY NAME]

COMPLIANCE CERTIFICATE

_____, 20__

This certificate ("Certificate") is being delivered pursuant to Section 3(f) of that certain League Registration Agreement, dated as of _____ (the "Registration Agreement"), by and between RCX Sports LLC ("RCX") and [League Entity Name] (the "League"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Registration Agreement. The undersigned, on behalf of the League, in his or her capacity as an officer and not in any individual capacity, hereby certifies that:

1. The League has performed or complied with Section 3(a), 3(b), 3(c), 3(d), 3(e), 4(a) and 4(b) of the Registration Agreement.
2. The League has performed or complied in all material respects with all other agreements and covenants contained in Registration Agreement to be performed or complied with by the League.
3. The League has disclosed all Major Owners, including the relevant name and current ownership percentage. As of the date hereof, the following are Major Owners of the League:

Major Owner Relevant Ownership Interest

[Signature Page to Follow]

Item X17.



LEAGUE REGISTRATION AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the League as of the date and year first written above.

[LEAGUE ENTITY NAME]

By:

Name:

Title:

Exhibit A

Territory: The following zip codes constitute the Territory:

[ADD ZIP CODES]

9971213.11

ADDENDUM TO NFL FLAG LEAGUE REGISTRATION AGREEMENT

This Addendum (herein “Addendum”) amends the NFL Flag League Registration Agreement and any and all other terms and conditions as well as attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein “Agreement”) between RCX Sports, LLC, doing business as NFL FLAG Football, a limited liability company registered in Delaware with its principal office located at 250 Hembree Park Drive, Suite 100, Roswell, GA 30076 its affiliates and subsidiaries (herein “Vendor”) and City of Kingsport, Tennessee (herein “City”). In consideration of using Vendor’s form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. In the event of a conflict between this Addendum and the provisions of the Agreement, the provisions of this Addendum shall, to the extent of such conflict take precedence unless such document expressly states that it is amending this Addendum.
2. **Insurance.** Notwithstanding anything in this Agreement to the contrary, City is self-insured through Public Entity Partners (PEP), formerly known as Tennessee Municipal Risk Pool, for general liability insurance, and automobile insurance. However, any and all claims against City and/or its employees are governed by the provisions of the Tennessee Governmental Tort Liability Act (GLTA), found at Tenn. Code Ann. § 29-20-101 *et seq.*, and it contains limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. City does not have the authority to waive its governmental immunity, so the limits of liability in the GTLA apply notwithstanding any provision in this Agreement to the contrary. Additionally, no provision of this Agreement shall act or be deemed a waiver by City of its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly.
3. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law, provided City’s monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
4. **No Liability for Users or Third Parties.** Except as provided in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* City is not responsible for Users of the Service, their acts or data, or any acts or data of a third party.
5. **No Liability of Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement ;or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.
6. **Warranty.** Vendor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Vendor. If it does not perform as warranted, Vendor shall use commercially reasonable efforts to correct the products so

that it operates in all material respects in conformity with the written representations of Vendor. If it cannot correct the products within a reasonable period of time, Vendor shall refund the purchase price of the products. Because Tennessee law may not allow City to agree to the disclaimer of warranties, any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.

7. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 6 serves to meet such burden and authorization of disclosure.
8. **Term.** City or Vendor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until ninety (90) days after written notice is delivered by the party terminating the agreement to the other party. City's access to any data in possession of Vendor shall not be restricted or denied until the effective date of the termination. Upon termination, the City shall make payment for any services provided prior to the date of termination. Notices to the City shall be sent to:

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

9. **Name and Logo.** Vendor shall not use City's name, its marks, or any of City logos in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.
10. **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.
11. **City's Refusal to Arbitrate, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Therefore, any reference to the resolution of disputes through arbitration is expressly stricken from the Agreement and City expressly refuses to arbitrate any dispute. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
12. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.

- 13. Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement, and any unused payment made to Vendor shall be returned to City. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Vendor, FPPs, or Payment Processing Partners in relation to any event.
- 14. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.
- 15. Amendment.** Unilateral modification or amendment of the Agreement by Vendor is prohibited and any provision permitting such by Vendor is not applicable to City. Any amendment or modification of the Agreement or this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

[SIGNATURE PAGE FOLLOWS]

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

RCX Sports, LLC d/b/a NFL FLAG Football

Mark Robinson

[Mark Robinson \(Mar 5, 2025 16:12 EST\)](#)

Signature

3/5/2025

Date

Mark Robinson

Printed Name

Vice President- League Growth

Title

City of Kingsport, Tennessee

Signature

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney


Addendum to NFL Flag Football Agreement - Kingsport, TN


Final Audit Report


2025-03-05


Created:	2025-03-05
By:	Jordan Woods (jwoods@rcxsports.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4BsTTvbyRJqc6ETQZUfZ-DaNA3EuoF1N


"Addendum to NFL Flag Football Agreement - Kingsport, TN" History


 Document created by Jordan Woods (jwoods@rcxsports.com)
2025-03-05 - 9:06:07 PM GMT

 Document emailed to mrobinson@rcxsports.com for signature
2025-03-05 - 9:06:17 PM GMT

 Email viewed by mrobinson@rcxsports.com
2025-03-05 - 9:12:10 PM GMT

 Signer mrobinson@rcxsports.com entered name at signing as Mark Robinson
2025-03-05 - 9:12:33 PM GMT

 Document e-signed by Mark Robinson (mrobinson@rcxsports.com)
Signature Date: 2025-03-05 - 9:12:35 PM GMT - Time Source: server

 Agreement completed.
2025-03-05 - 9:12:35 PM GMT

Parks and Recreation Flag Football League

the city of kingsport



Parks and Recreation Flag Football



PURPOSE

Introduce flag football to both boys and girls in a safe environment that teaches kids the “**Fun**”-damentals of the sport while also promoting physical activity.

- Offer to children 5-12 yrs. old with the opportunity to add more ages
- Work with KCS and Tribe Football to build up local Football Programs
- Collaborate and Partner with other youth organizations such as the Kingsport Boys and Girls Club to get as many youth involved and interested in the sport.
- Work to minimize barriers to participation

“The popularity of flag football – for boys and girls – has been growing at the youth levels for the past 10 years. In 2023, about 500,000 girls ages 6 to 17 played flag football—a 63% increase since 2019. At a higher level of competition, more universities are beginning to offer flag football for girls, which will certainly enhance the appeal for girls playing the sport at the high school level. And internationally, the sport received a huge boost with the addition of flag football as an Olympic sport for men and women at the 2028 Olympics in Los Angeles. -NFHS Flag Football Committee

Parks and Recreation Flag Football



1. Would you be interested if Kingsport Parks and Recreations offered a boys, girls, or coed flag football league for ages 5-13?

Yes	97.7 %	126
No	2.3 %	3

Responded: 129

2. What would be the best times to offer this leagues practices/games?

Weekdays After school (4-6 PM)	20.2 %	26
Weekdays After Work (6-8 PM)	60.5 %	78
Saturdays	17.1 %	22
Sundays	2.3 %	3

Responded: 129

3. Would you be willing to volunteer as a coach ?

Yes	30.2 %	39
No	69.8 %	90

Responded: 129

4. What time of year would work best for your child to participate in a flag football league?

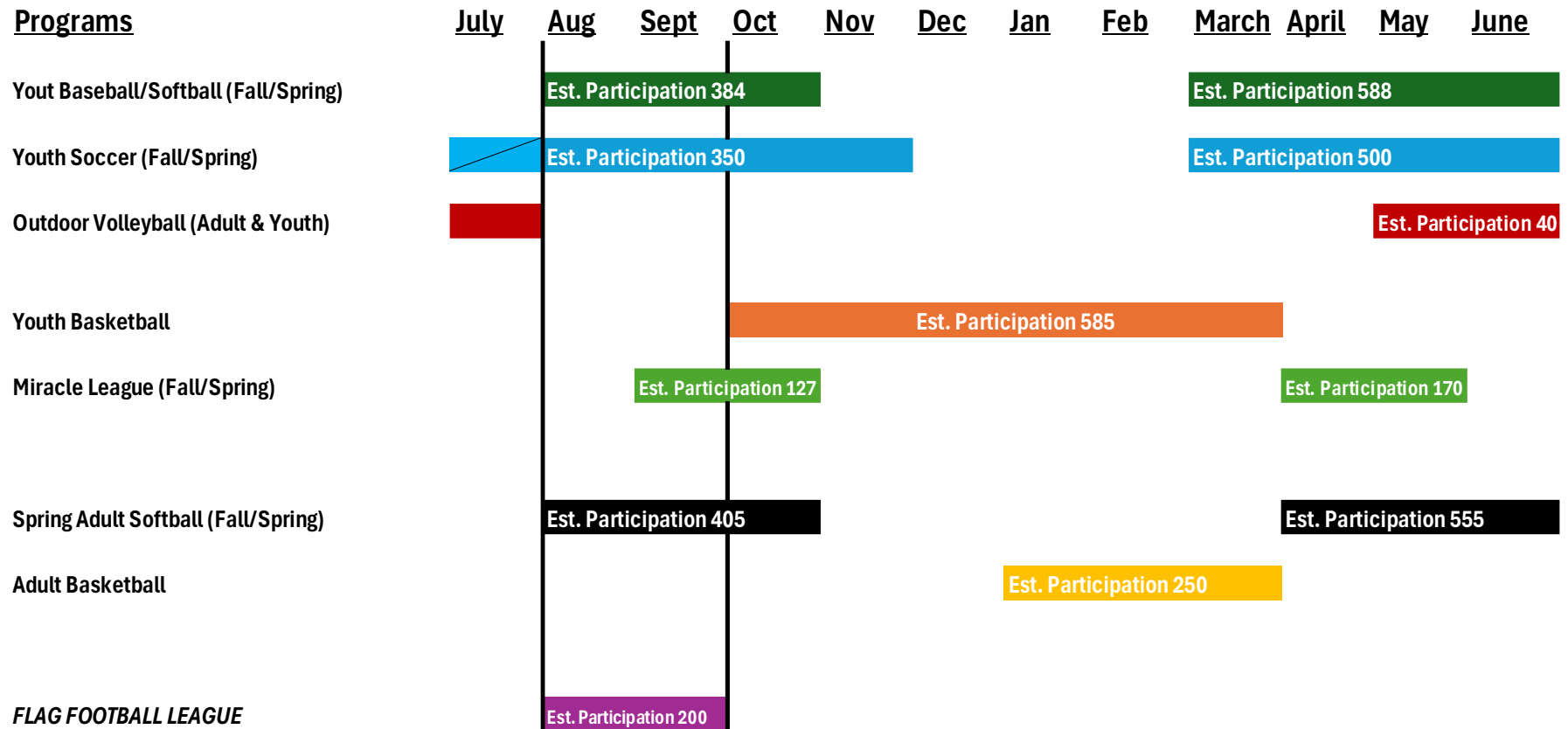
Fall	64.3 %	83
Spring	20.9 %	27
Summer	14.7 %	19

Responded: 129

Parks and Recreation Flag Football



Current Athletic Program Offerings



Parks and Recreation Flag Football



What Will Be Offered

- Co-Ed 5yrs. to 12 yrs. old
- Registration Mid-June to Mid July
- Evaluations Mid-July
- 2 weeks of practice (End of July first of August)
- 6 to 8 total games (based on numbers) Includes tournament (Mid August)
- Cost \$60 total: \$30 for NFL Flag uniform and flag belt, \$30 for registration

Parks and Recreation Flag Football



Opportunities:

- Work with community partners/Boys and Girls Club to supplement Fall league through them offering Spring
 - After school Skills & Drills sessions / Camps/ Support Clinics
 - Use of Facility
 - Pick Up Play/Scrimmages/Future Expansion of League
- Kingsport City Schools to promote programs through
 - Incorporation into P.E. Classes / Afterschool / Demos
 - Support sport for female athletes and feeder potential if offered at Middle & High School Level
 - Use of Facilities
- Work with Tribe Football & LVPWF to grow interest in football
 - Serve as a safe and fun introduction to football
 - Promote play opportunities for tackle
- Work with local colleges with established Flag Football Programs to provide camps, clinics, and support.
 - King University and Milligan University have already expressed interest in helping

Parks and Recreation Flag Football



LET'S DO THIS TOGETHER!





AGENDA ACTION FORM

Consideration of a Resolution Accepting a Donation from the Bays Mountain Park Association for the Fox Den Playground

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-102-2025

Work Session: April 14, 2025

First Reading: N/A

Final Adoption: April 15, 2025

Staff Work By: Committee

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved, the City will accept a \$250,000 donation from the Bays Mountain Park Association for the Fox Den Playground

The Fox Den Playground will open this summer. This donation is part of over \$660,000 from over 150 individual people, organizations, or companies. The total project cost is \$941,960.

The Fox Den Playground would not have been possible without the tremendous community support and outpouring for this project.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A MONETARY DONATION
OF \$250,000 FROM THE BAYS MOUNTAIN PARK
ASSOCIATION FOR THE FOX DEN PLAYGROUND

WHEREAS, The Fox Den Playground, a new addition to Bays Mountain Park, is anticipated to open in the summer of 2025; and

WHEREAS, the Bays Mountain Park Association has offered to donate an additional \$250,000 towards the project; and

WHEREAS, to date over \$660,000 in donations have been received from individuals, organizations and companies towards the total project cost of \$941,960.

Now therefore,

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

SECTION I. That the donation to the city from the Bays Mountain Park Association in the amount of \$250,000 for the Fox Den Playground project is hereby accepted.

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

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

ADOPTED this the 15th day of April, 2025.

PAUL MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Agreement with Nfina for the Purchase of a High Availability Server Cluster and Five Years of Support and Cloud Based Backup and Disaster Recovery Solution

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-96-2025
Work Session: April 14, 2025
First Reading: N/A

Final Adoption: April 15, 2025
Staff Work By: Floyd Bailey
Presentation By: Floyd Bailey

Recommendation:

Approve the Resolution.

Executive Summary:

The city of Kingsport stores data and manages the data stores on a server cluster that was purchased prior to 2017. Due to its age and changes in the way storage is managed this server cluster is no longer a viable solution for backup storage and especially Disaster Recovery.

The Information Technology staff has reviewed and priced several options and settled on the Nfina product and support for local storage and disaster recovery. The pricing for this solution was the lowest equivalent price for the solutions responsive to our request for pricing. Also, Nfina is priced based on the NCPA collective contract.

The cost for the hardware is a one-time expenditure of \$142,850.00.
We will also need to pay a 5-year support contract which is \$39,175.80 per year.
All funds identified in account 110-1013-404-2057.

Attachments:

1. Resolution
2. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE VARIOUS AGREEMENTS WITH NFINA TECHNOLOGIES, INC. FOR THE ACQUISITION OF GOODS AND SERVICES FOR MANAGEMENT AND STORAGE OF CITY DATA IN ACCORDANCE WITH NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NO.: NCPA 01-170

WHEREAS, due to the age of existing servers which manage and store city data it is deemed necessary to acquire new storage capabilities and corresponding services for the preservation of city data; and

WHEREAS, Nfina Technologies, Inc. has been identified as a vendor which offers a suitable solution to replace the existing services, particularly a high availability server cluster and 5 years of support and cloud based backup and disaster recovery solution; and

WHEREAS, the services and support offered by Nfina Technologies, Inc., are available through National Cooperative Purchasing Alliance (NCPA) contract no. NCPA 01-170; and

WHEREAS, city is authorized by Tenn. Code Ann. § 12-3-1205 to purchase goods and services directly from holders of contracts with the network so long as the cooperative complies with the procurement laws and rules applicable to the cooperative; and

WHEREAS, the total cost for the hardware is \$142,850.00 and a five year support contract of \$39,175.80 per year; and

WHEREAS, the funding is available in account no.: 110-1013-404-2057.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney all contracts and agreements with Nfina Technologies, Inc. for the purchase of a high availability server cluster and 5 years of support and cloud based backup and disaster recovery solution in the total cost for the hardware of \$142,850.00 and a five year support contract of \$39,175.80 per year, 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 agreements 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 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 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



QUOTE

QUOTE #

AAQ6467

DATE

1/15/2025

TO

City of Kingsport
415 Broad Street
Kingsport, TN 37660

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Dwayne Tharp	Kingsport HCI (NCPA 01-170 Contract)	Net 30	1/31/2025

This quotation incorporates by reference the standard Nfina Technologies Corporation Terms and Conditions of Sale.
Prices valid for 24 Hours from date of quotation. Returns: All returns must have prior approval via RMA. Plus S & H.

QTY	NFINA PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	9424R-HA	Twin 12Gb/s 2U, 24x2.5, 2x M.2 PCIe, 2x10GbE, IPMI, Dual 800W PSU, RAILS	\$11,822.40	\$11,822.40
4	Gold 6526Y	Processor Gold 6526Y, 2.8/3.9GHz, 16C/32T	\$2,249.19	\$8,996.76
32	64GB-5600-RDIMM	64GB ECC 5600 DDR5 Registered DIMM	\$547.00	\$17,504.00
4	MDT500C6WDB0-.21	M.2 500GB SSD SATA 6Gb 5YR/.21DWPD/200TBW	\$143.03	\$572.12
2	9500-8i	9500-8i 12Gb/s SAS/SATA/PCIe Host Bus Adapter	\$564.39	\$1,128.78
2	9500-8e	9500-8e 12Gb/s SAS/SATA/PCIe Host Bus Adapter	\$717.09	\$1,434.18
24	2D7680C6MUB0-.6	2.5 7.68TB SSD SATA 6Gb 5YR/.6DWPD/8410TBW (75.5TB, RAID Level -Mirror)	\$2,325.21	\$55,805.04
2	2D7680C6MUB0-.6	2.5 7.68TB SSD SATA 6Gb 5YR/.6DWPD/8410TBW (Spare)	\$2,325.21	\$4,650.42
4	U3DN800CMUB0-3	2.5 800GB NVME 5YR/3DWPD/4380TBW	\$496.10	\$1,984.40
2	E810-XXVDA2	Intel E810-XXVDA2 Dual Port 25GbE SFP28 Network Adapter	\$313.12	\$626.24
2	E810-XXVDA2	Intel E810-XXVDA2 Dual Port 25GbE SFP28 Network Adapter	\$313.12	\$626.24
2	MCX623106AN-CDAT	Nvidia EN Network Interface Card, 100GbE Dual-Port QSFP56, PCIe4.0 x16	\$1,357.50	\$2,715.00
2	100GbE	Direct Attached Copper Ethernet Cable 100Gb/s QSFP28 1M	\$160.43	\$320.86
2	AOM-TPM-9670V-S-O	Trusted Platform Module 2.0	\$76.67	\$153.34
1	Nfina-Store Metro	Nfina-Store Metro High Availability Cluster	\$3,675.09	\$3,675.09
2	Nfina-Store 0TB	Nfina-Store 0TB Product Key	\$3,452.80	\$6,905.60
2	Nfina-Store 64TB Lic	Nfina-Store Storage Extension 64TB	\$4,454.58	\$8,909.16
2	Nfina-Store 16TB Lic	Nfina-Store Storage Extension 16TB	\$1,745.32	\$3,490.64
2	Nfina-Store 4TB Lic	Nfina-Store Storage Extension 4TB	\$678.27	\$1,356.54
64	VCF-VSP-STD-8 1YR	vSphere 8 STD 1-YR PP Commit SUB LICs /CORE (16-Cores MIN.)	\$70.00	\$4,480.00
4	SW Inst-Conf	Factory Software Installation/Configuration	\$33.11	\$132.44
1	Nfina-Gold 1YR	Gold Support - Server- 1 Year - Tech Support 24x7, 4 HR Response, NBD All Parts,	\$5,560.75	\$5,560.75
1	S&H	Estimated Shipping and Handling Charge	\$0.00	\$0.00

MSRP	\$204,819.64
DISCOUNTED PRICE	\$142,850.00
TOTAL USD	\$142,850.00

Item X19.



QUOTE

QUOTE #

AAQ6390-05

DATE

1/15/2025

TO

City of Kingsport
415 Broad Street
Kingsport, TN 37660

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Dwayne Tharp	Hybrid HWaaS 5YR Contract (NCPA 01-170 Contract)	Net 30	1/31/2025
This quotation incorporates by reference the standard Nfina Technologies Corporation Terms and Conditions of Sale.			

QTY	NFINA PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Year 1 Cloud Hosting		
1	HWaaS	2 x 9424R, Xeon Silver 4514Y 2.0/3.4GHz 16C/32T, 768GB DDR5	\$25,603.80	\$25,603.80
1	Public IP Address	Public IP Address	\$264.00	\$264.00
1	100Mbps	Bandwidth Up/Down 100Mbps	\$1,308.00	\$1,308.00
1	50TB HDD Storage 2W	50TB HDD HA Storage 2-Way Mirror	\$12,000.00	\$12,000.00
		SubTotal		\$39,175.80
		Year 2 Cloud Hosting		
1	HWaaS	2 x 9424R, Xeon Silver 4514Y 2.0/3.4GHz 16C/32T, 768GB DDR5	\$25,603.80	\$25,603.80
1	Public IP Address	Public IP Address	\$264.00	\$264.00
1	100Mbps	Bandwidth Up/Down 100Mbps	\$1,308.00	\$1,308.00
1	50TB HDD Storage 2W	50TB HDD HA Storage 2-Way Mirror	\$12,000.00	\$12,000.00
		SubTotal		\$39,175.80
		Year 3 Cloud Hosting		
1	HWaaS	2 x 9424R, Xeon Silver 4514Y 2.0/3.4GHz 16C/32T, 768GB DDR5	\$25,603.80	\$25,603.80
1	Public IP Address	Public IP Address	\$264.00	\$264.00
1	100Mbps	Bandwidth Up/Down 100Mbps	\$1,308.00	\$1,308.00
1	50TB HDD Storage 2W	50TB HDD HA Storage 2-Way Mirror	\$12,000.00	\$12,000.00
		SubTotal		\$39,175.80
		Year 4 Cloud Hosting		
1	HWaaS	2 x 9424R, Xeon Silver 4514Y 2.0/3.4GHz 16C/32T, 768GB DDR5 Item X19.	\$25,603.80	\$25,603.80

1	Public IP Address	Public IP Address	\$264.00	\$264.00
1	100Mbps	Bandwidth Up/Down 100Mbps	\$1,308.00	\$1,308.00
1	50TB HDD Storage 2W	50TB HDD HA Storage 2-Way Mirror	\$12,000.00	\$12,000.00
		SubTotal		\$39,175.80
		Year 5 Cloud Hosting		
1	HWaaS	2 x 9424R, Xeon Silver 4514Y 2.0/3.4GHz 16C/32T, 768GB DDR5	\$25,603.80	\$25,603.80
1	Public IP Address	Public IP Address	\$264.00	\$264.00
1	100Mbps	Bandwidth Up/Down 100Mbps	\$1,308.00	\$1,308.00
1	50TB HDD Storage 2W	50TB HDD HA Storage 2-Way Mirror	\$12,000.00	\$12,000.00
		SubTotal		\$39,175.80

TOTAL USD	\$195,879.00
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Nfina Technologies, Inc. Acceptable Use Policy

General Statement

This Acceptable Use Policy (the “Policy” or “AUP”) is an integral part of your [Terms of Service Agreement] (policy/terms-of-service/) (“TOS”) with NFINA Technologies, Inc., its affiliates and wholly owned subsidiaries (“NFINA”) for the provision of services (collectively the “Services”) set forth in the TOS agreement. This policy is designed to help protect NFINA’s customers from irresponsible and/or illegal activities. Customer agrees to comply with the AUP and is responsible for the use of the Services by all entities and individuals whom Customer permits to use the Services. NFINA reserves the sole and absolute right to interpret, apply, define and implement this Policy. The Policy is a *non-exclusive* list of the actions prohibited by NFINA and NFINA reserves the right to modify the Policy at any time, effective upon notice to you. Customer’s use of the Services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

IP Addresses

The IP Address Policy (as described in the TOS) which may be changed from time to time at NFINA’s sole discretion is incorporated into this AUP by reference. Customer acknowledges and agrees to adhere to the IP Address Policy. All IP Addresses assigned to Customer are owned and managed by NFINA. Such IP Addresses are non-transferable, and Customer retains no ownership or transfer rights to such IP Addresses. All IP Addresses are assigned by NFINA on a per VLAN, per server basis. Attempted use by Customer of any unallocated IP Address or any IP Addresses on VLANs not assigned to Customer is a violation of this AUP.

GENERAL DESCRIPTION OF UNNACCEPTABLE CONDUCT

If your use of the Services causes harm to the Services or cause harm to others or if you encourage or assist any third party, or if you yourself do any of the following, you will be in violation of this AUP:

- engage in activity that harms or disrupts the operation or performance of the Services;
- misrepresent your identity, impersonate any person or attempt to gain access to or illegally track any account, user, data, device, system, or network related to the Services;
- use or manipulate the Services in any manner not permitted by us;
- use the Services in a manner that results in excessive bandwidth usage, as determined by us;
- use the Services for any illegal purpose, or to publish, post, share, copy, store, backup or distribute any illegal files or data, including infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or that violates third party privacy rights;
- use the Services to publish, post, share, copy, store, backup or distribute material protected by intellectual property rights of a third party unless you own or have necessary rights to such material;
- use the Services to publish, post, share, copy, store, backup or distribute material that contains viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or any other similar software that may damage the operation of the Services or another person's device or property;
- engage in online activities that would encourage other parties to cause damage to the Services;
- directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services;
- alter or modify any disabling mechanism, which may be included in Services, including tampering with the security of the Services or tamper with other customer accounts of NFINA;
- assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services;
- remove or alter any proprietary notices (e.g., copyright, trademark notices, legends, etc.) from the Services or copy any ideas, features, functions, or graphics of the Services;

- build or assist someone else to build a competitive solution using similar ideas, features, functions, or graphics of the Service, or allow any person or entity that offers or provides services that are competitive to or with NFINA's products and/or services to use or access the Services, or encourage any Customer to patronize a service that competes with the Services;
- use the Services to send unsolicited advertising and/or promotional materials, including, without limitation, 'spam' or bulk e-mail; or
- attempt to probe, scan or test the vulnerability of the Services or to breach the security or authentication measures without proper authorization.

Unlawful Activities

The Services shall not be used in violation of any criminal, civil or administrative law, rule or regulation of any local, state, provincial, federal, national governmental entity which has or may have jurisdiction over NFINA, the Services or the Customer or in violation of any international law, treaty, court order, ordinance, regulation or administrative rule. This includes, but is not limited to:

1. Unlawful gambling activities;
2. Threats, harassment and abuse of any individual, organization or business;
3. Fraudulent activities;
4. Terrorist websites or other sites advocating human violence and hate crimes based upon religion, ethnicity or country of origin; or
5. High Yield Investment Plans or Ponzi schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking and/or advertising via email websites or schemes designed to defraud.

Export Regulations

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom NFINA is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, or as otherwise prohibited by law, nor may you provide access to the Services to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

Offensive Content

You may not use any NFINA Service to distribute content or links to content that NFINA reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to adult content, including, without limitation, child pornography, bestiality, or non-consensual sex acts;
- Is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with an investigation by law enforcement;

- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to NFINA;
- Is otherwise malicious or fraudulent, or may result in retaliation against NFINA by offended recipients; or
- Is intended to be obscene, indecent, racist, libelous, harassing or threatening.

Child Pornography

NFINA has a zero-tolerance policy on child pornography and related sites. In particular, the Services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. The hosting of child pornography or related sites or contact information is in direct violation of federal law and NFINA's AUP.

Denial of Service

You may not use the Services for purposes of any activity to implement or assist in the implementation of any denial of service attack. NFINA absolutely prohibits the use of Services for the origination, propagation or control of denial of service attacks ("DoS") or distributed denial of service attacks ("DDoS"). Customers may not utilize the Services to perform DoS or DDoS mitigation activities (such as service proxying or data scrubbing) which may result in attracting inbound denial of service attacks toward the Services. Any use of the Services related to any DoS or DDoS type activity is a direct and material violation of NFINA's AUP.

Server Abuse

Any activity that undermines or causes harm to a NFINA server or subscriber of NFINA is strictly prohibited, including, but not limited to:

- Excessive usage of bandwidth, site visits, disk, memory, or processor of the current standard NFINA Cloud plans, either in repeated bursts or sustained overages;
- Logging into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain services or information not intended for you or your use without the consent of the owner;
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization;
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the NFINA's systems;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interfering with, intercepting or expropriating any system, data or information which you do not have the right to access; and
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mail bombing," or "crashing" any computer system.

You agree that we may quarantine or delete any data stored on the NFINA network if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the network or other customers' data that is stored on the network.

IRC

We do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also, any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

Proxies

We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

Redirect Sites, Ad Networks and Ad Servers

We do not allow ad servers or sites that participate in redirecting between multiple websites for serving ads or link directories on the multi-tenant servers in the NFINA Cloud. If you need this type of application, you must use a NFINA Cloud Private Server.

Game Servers

We do not allow game servers (dedicated game server programs) of any kind.

Fraudulent Activities

NFINA prohibits utilizing dedicated services or network services for fraudulent activities. Participation in fraudulent activities is in direct violation of state and federal law and NFINA's AUP.

Violation of Intellectual Property Rights

Violation of Intellectual Property Rights: The Services and/or Third Party Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, retransmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of NFINA or any other party, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Distribution of Malware

NFINA prohibits the storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, keystroke capture programs and other programs normally used in malicious activity. The use of such programs in the normal ordinary course of business, however, may be requested by Customer and approved by NFINA on a case by case basis. Example: Security company using the Services to analyze the latest root kit for new security analysis/software.

Phishing

NFINA strictly prohibits any activity associated with phishing or systems designed to collect personal information (name, account numbers, user names, passwords, etc.) under false pretense. Splash pages,

phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal or suspension of Customer's account.

Vulnerability Monitoring and Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a NFINA system, subsystem or network or to attempt to breach security or authentication measures, whether by passive or intrusive techniques, without NFINA's express written consent.

IP Address Usage

You may only use IP addresses assigned to you by NFINA in connection with your NFINA Services. You agree that if the NFINA IP addresses assigned to your account are listed on an abuse database, you will be in violation of this AUP, and NFINA may take reasonable action to protect its IP addresses, including suspension and/or termination of your Service, regardless of whether the IP addresses were listed as a result of your actions.

Bulk Mail

You may not use any NFINA Service to send Bulk Mail. "Bulk Mail" means email messages of similar content that are sent to more than two hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction. A mail message sent to other users within your domain names hosted on the NFINA system is not considered Bulk Mail.

Unsolicited Mail

You may not send unsolicited email by means or use of the Services. Email is unsolicited if you have no pre-existing relationship with the recipient, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email. You may not send email of any kind to a person who has indicated that they do not wish to receive it. This prohibition includes the direct sending and receiving of such messages, support of such messages via web page, splash page or other related sites, or the advertisement of such services. The falsifying of packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin or knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the Customer mails or sends is prohibited. Any such email shall comply with all laws and regulations, including without limitation, the CAN SPAM Act.

Message Source

You may not obscure the source of your email in any manner, including by intentionally omitting, forging, or misrepresenting messages headers or return addresses.

Email Abuse Complaints

Complaints from email recipients and third-party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary. NFINA shall have the right to terminate your mail service if we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault.

Blacklisting/Retaliation

NFINA may terminate your Services if your email address or related IP number(s) is/are blacklisted by any third-party, or NFINA is retaliated against as a result of your use of the mail system, regardless of whether you are in breach of this AUP or are otherwise at fault.

UseNet SPAM

The use of dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of NFINA's AUP. This includes UseNet services located within the NFINA network or unrelated third party networks.

Contact Information Filed with Domain Name Registrar

You must have valid and current information on file with your domain name registrar for any domain hosted on the NFINA network. You agree that if you register a DNS record or zone on NFINA managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrar's WHOIS system, that, upon request from the registrant or administrative contact according to the registrar's WHOIS system, NFINA may modify, transfer, or delete such records or zones.

NFINA Administrative Access

You, the customer, acknowledge that in order to facilitate efficient server management, inventory and related activities, the NFINA servers may include a NFINA administrative account and password and/or a NFINA daemon. All reasonable precautions are made by NFINA to maintain the security of these tools and the privacy of client data. You will not tamper, hinder, delete or in any way change the functioning of these tools.

Resellers

If you resell, rent or otherwise allow third parties to use any NFINA Services, you are responsible for use of the Services by such third parties in violation of this AUP to the same extent as if you were using NFINA Services yourself. You are also responsible for all accounting and support for your end customers.

Disclosure to Law Enforcement

Occasionally, NFINA is required by law to submit customer information to law enforcement officials when presented with a valid subpoena or order from a court or governmental entity. Information requested is disclosed as directed pursuant to the subpoena or order. NFINA utilizes great care in keeping customer information safe and private and will only release information described in the subpoena order. NFINA will notify customer of the information request to the extent permitted by the subpoena or order.

Reporting Violation of the Acceptable Use Policy

NFINA accepts reports of alleged violations of this AUP via email sent to support@Nfina.com. Reports of alleged violations must be verified and must include the name and contact information of the complaining party, and the IP address or website allegedly in violation, and a description of the alleged violation. Unless otherwise required by law, such as the DMCA, NFINA owes no duty to third parties reporting alleged violations. NFINA will review all verified third party reports and will take such actions as it deems appropriate in its sole discretion. NFINA will comply with and respond to valid (as NFINA determines in its sole discretion) subpoenas, warrants, and/or court orders. If permitted by applicable law or regulation,

NFINA will forward such subpoenas, warrants, and/or orders to Customer and Customer may respond; however, NFINA reserves the right to respond to any such subpoena, warrant and/or order if it is the named party in such subpoena, warrant, and/or order.

Methods of Resolution Process for Violations of NFINA's Acceptable Use Policy

The goal of our Methods of Resolution is to mitigate service interruptions while resolving potential violations under this AUP. Our support staff is dedicated to working with the Customer in resolving potential violations, and they are available via phone, ticket, or email. The Methods of Resolution below is provided for informational purposes only and forms the framework and guidance with respect to resolving potential violations, but in the event of any conflicts between the Acceptable Use Policy (in particular its enforcement) and Terms of Services, the Terms of Services shall control. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors.

Step 1: First alleged violation of AUP

A ticket will be generated under NFINA to provide the Customer's master user with information regarding the potential violation of NFINA's AUP. This is often a fact-finding email requiring further information or notifying Customer of the potential violation and the required actions to resolve the issue.

Step 2: Acknowledgement of violation of AUP

A ticket is generated under the Customer's master user account with information specific to the violation. This ticket will also include any additional facts about the situation and will notify Customer of the action required to resolve the violation.

Step 3: Violation of AUP disregarded, not properly addressed, or continuing violation if a ticket has been disregarded, not properly addressed, or resolved by the Customer for a specified period of time
NFINA engineers will turn the public network port to the specified dedicated services off. Access to the dedicated services may then be achieved through the secure private service network for Customer resolution. As soon as the violation is addressed, the public access shall be restored and service will continue as normal.

Step 4: Failure to address violation and resolve violation

If Customer fails to address the violation AND fails to resolve the violation, a suspension of services shall occur. This is a last resort for NFINA and only results when the Customer completely fails to participate in NFINA's resolution process. A permanent suspension of services includes reclamation of all dedicated services and the destruction of Customer's data.

Disclaimer: NFINA retains the right, at its sole discretion, to refuse new service to any individual, group, or business. NFINA also retains the right to discontinue service to customers with excessive and/or multiple repeated violations. No credit will be available for interruptions of service resulting from AUP violations.

Cloud Hosting Service Agreement

THIS AGREEMENT is made and entered into this _____ by and between Nfina Technologies, Inc., and/or its subsidiaries ("Nfina") and _____ the customer who orders services from Nfina ("Customer" or "You"). Customer and Nfina are collectively referred to in this Agreement as the "Parties."

1. DEFINITIONS:

- a. **'Acceptable Use Policy'** ('AUP') means Nfina's Acceptable Use Policy.
- b. **'Account'** means the Customer's account with Nfina.
- c. **'Agreement'** means the complete and entire understanding between the Parties, exclusively represented by the totality of the following documents: (i) this Agreement; (ii) the Order; (iii) any and all Specific Product/Service Terms and Conditions containing additional terms for use of a particular Service; (iv) Nfina's Acceptable Use Policy; and (v) Nfina's Billing Policy. The term 'Agreement' does not mean and/or shall not refer to any statement, supposition, or understanding not recorded in writing in such documents.
- d. **'API'** means application programming interface.
- e. **'Billing Policy'** ('BP') means Nfina's Billing Policy.
- f. **'Confidential Information'** means all information disclosed by one party to the other, whether disclosed before or after the Effective Date of the Agreement, that the receiving party should reasonably understand to be confidential, including but not limited to: (i) unpublished prices and other terms of Services, audit and security reports, product development plans, nonpublic information of the parties relating to their business activities and/or financial affairs, data center designs (including but not limited to non-graphical information observed during a data center tour), server configuration designs, and other proprietary information or technology; (ii) lists of subscribers, customers, and/or clients, including without limitation information such as credit card numbers, personal contact information, preferences and the results of market research performed or obtained concerning any such subscribers, customers, and/or clients; and (iii) information belonging to and/or concerning either party which is not generally known by or disclosed to the public, including without limitation information regarding either party's hardware, software, personnel, finances, business plans, computer programs, code, algorithms, expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial and product development plans, forecasts, strategies, and any other information whether or not marked 'Confidential.' Information that is developed by either party on its own, without reference to the other party's Confidential Information, or that becomes available to one party other than through violation of the Agreement or applicable law, shall not be 'Confidential Information' of the other party. Confidential information shall not include Customer Data.
- g. **'Customer Data'** means all data, records, files, input materials, reports, forms, and/or other such items that are received, stored, and/or transmitted using Services, Nfina's Network, and/or other Nfina resources.
- h. **'Effective Date'** means the earlier of the date of (i) Agreement execution or (ii) Nfina's provisioning of Services.
- i. **'Feedback'** means information provided by Customer, either unsolicited or in response to a questionnaire, survey, and/or other material, regarding Customer's opinions about Nfina and/or its Services.
- j. **'Network'** means Nfina's network of servers, machines, routers, hubs, switches, and other equipment that is integrated with the world-wide web.
- k. **'Order'** means: (i) any online order Customer submits for Services, (ii) any written order (either in electronic and/or paper form) provided to Customer by Nfina for signature that describes Service(s) Customer is purchasing that Customer signs, either manually or electronically, and (iii) Customer's use or provisioning of Services through Customer's Account, the Nfina control panel or through an API.
- l. **'Personal Data'** ('PII') means: (i) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health, or other data and/or attribute, such as a combination of the individual's name, address, or phone number with the individual's social security number and/or other government issued number, financial account number, date of birth, address, biometric data, or other personally identifiable information; (ii) any 'non-public personal information' as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC 1 6809(4); and/or (iii) 'protected health information' as defined in the Health Insurance Portability and Accountability Act found at 45 CFR 160.103.
- m. **'Registered Name'** means a domain name, whether consisting of two or more levels, about which the Registry Operator of a Top-Level Domain (TLD), or an affiliate engaged in providing Registry Services, maintains data in a Registry Database, arranges for such maintenance, and derives revenue from such maintenance. In essence, a

- * Registered Name is a domain name that is registered with a Registry Operator, through an ICANN-accredited Domain Name Registrar.
- n. **'Services'** means software, products, and/or services described in the Order and includes any service that Customer may self-provision through the Nfina control panel, Customer's Account and/or which Customer utilizes via an API.
- o. **'Support'** means technical support for Services and/or any additional level of support offered by Nfina applicable to specific Services ordered by Customer.
- p. **'Term'** means the length of the Agreement; unless otherwise specified in the Order, commencing on the Effective Date.
- q. **'Terms and Conditions'** means the terms, conditions, and general provisions as listed in the Agreement, any applicable product or service-specific Product and/or Service Terms and Conditions, and any terms and conditions listed in the Order.

2. TERMS and CONDITIONS:

- a. **Entire Agreement and Understanding:** The Agreement constitutes a legally binding contract between Nfina and Customer, which does not extend to any other person or entity, and is the totality of the following documents: (i) this Cloud Services Agreement, (ii) the Order; (iii) any and all Specific Product/Service Terms and Conditions containing additional terms for use of a particular Service; (iv) Nfina's AUP; and (v) Nfina's BP. This instrument, along with the above-listed documents, constitutes the entire Agreement between the parties, and represents the complete and entire understanding of the Parties with respect to the subject matter of this Agreement. Any pre-printed terms on Customer's purchase order and/or any other business forms furnished by Customer to Nfina will not become and are not a part of the Agreement.
- b. **Nfina's Obligations:** Contingent upon Nfina's acceptance of the Order and subject to the terms of the Agreement, Nfina agrees to provide Services and Support described in the Order.
- c. **Amendments:** Nfina, in order to stay compliant with any and all applicable foreign, federal, state, and local laws, and/or in its sole discretion, may from time to time revise the Agreement, including without limitation the availability of Services and Service prices. Such amendments and/or revisions will become effective as to the Agreement upon the earlier of thirty (30) days after Nfina sends notice of such revision, Customer logging into Customer's Account, or Customer's continued use of the Services. Customer is solely responsible for staying informed with respect to changes in this Agreement. Any other amendments to the Agreement must be expressly done by formal writing and signed by both parties.
- d. **Customer Data:** Customer agrees and acknowledges that Customer is solely responsible for preservation of Customer Data. Even with respect to Customer Data as to which Customer has contracted for additional or included backup Services and/or Support, Nfina shall have no responsibility to preserve such Customer Data and any such backup Services and/or Support is provided AS IS, WITHOUT WARRANTY. Nfina is not responsible to Customer for loss of Customer Data or any third party and/or unauthorized use of the Services and/or access to Customer's Customer Data. Customer has the option to create a backup of any Customer Data, including a copy of cloud server(s) and/or cloud-hosted databases, and further acknowledges and agrees that it is Customer's sole responsibility to maintain at least one (1) current copy of any programs, software, and/or Customer Data outside of Nfina's Network and to initiate backup(s) and perform quality testing on such.
- e. **Customer's Obligations:** Customer agrees to (i) comply with any and all applicable laws; (ii) comply with the Agreement; (iii) use software and Services in compliance with the Agreement; (iv) make full and timely payment of fees for the Services; (v) use and maintain reasonable security precautions, protection, and backup of Customer Data, in light of use of Services, including, without limitation, encrypting any PII transmitted to and from, and while stored on the Network, and maintaining security of login credentials and not share such credentials except to establish and/or authorize users in Account; (vi) cooperate with Nfina's reasonable investigation related to assessment of fees and/or overage charges, outages, security problems, and any suspected breach of the Agreement; (vii) keep billing contact and other Account information, including but not limited to contact names, physical mailing addresses, telephone numbers, and email addresses up to date; (viii) immediately notify Nfina of any unauthorized use of Services and/or any other breach of security; (ix) determine the suitability of Services in light of the type of Customer Data used with Services; (x) pay the amount of tax due or provide Nfina with satisfactory evidence, in Nfina's sole discretion, of exemption from tax, if Nfina is required by law to collect taxes on provisioning of Services, and provide Nfina with accurate factual information to help Nfina determine if any such tax is due; and (xi) preserve Customer Data.
- f. **Export:** Customer will comply with all applicable export and import control laws and regulations in its use of Services, and in particular, Customer will not utilize Services to export or re-export data or software without all required United State and/or foreign government Item X19. Customer represents and warrants that Customer is not

- on the United States Department of Treasury Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons and is not otherwise a person to whom Nfina is legally prohibited to provide Services. Customer assumes full legal responsibility for any access and use of Services from outside the United States, with full understanding that the same may constitute export of technology and technical data that may implicate export regulations and/or require export licenses, and represents that should such license be required, it is Customer's responsibility to obtain the same, and in the event of any breach of this duty resulting in legal claims against Nfina, Customer shall defend and hold Nfina harmless from all claims and damages arising there from.
- g. Execution: The Agreement may be signed in multiple counterparts, which taken together will be considered as the original executed Agreement. Facsimile signatures, signatures by electronic image (i.e. .pdf or .jpg format), and/or electronic signatures shall be deemed as original signatures.
 - h. IP Addresses: Upon expiration or termination of the Agreement, Customer must discontinue use of Services and relinquish use of IP addresses and server names assigned to Customer by Nfina in connection with Services, including without limitation pointing the DNS for Customer's domain name(s) away from Nfina. Customer agrees Nfina may, in its sole discretion, make modifications to DNS records and zones on Nfina's Network, managed and/or operated DNS servers, and/or other services.
 - i. Legal Compliance: In Nfina's sole discretion, Nfina may suspend or terminate Services and/or this Agreement immediately, with or without prior notice, upon receipt of any lawfully issued notice alleging use of Services and/or the Network to accomplish violations of law from any court having jurisdiction over Nfina. When subject to lawful process requiring disclosure, Nfina may disclose Customer's identity and/or contact information, without providing Customer prior notice of such disclosure, and Nfina will not be liable for damages and/or results thereof. Customer agrees not to bring any action and/or claim against Nfina for such disclosures.
 - j. No High Risk Use: Customer may not use Services in any situation where failure or fault of Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, without limitation, Customer may not use, or permit any other person to use, Services for the development, design, manufacture, production, stockpiling, and/or use of nuclear, chemical, and/or biological weapons, weapons of mass destruction, or missiles or in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
 - k. Relationship: The relationship between Nfina and Customer is that of independent contractors. Neither party is the agent for the other nor has the right to bind the other in any agreement with any third parties. Nothing in this Agreement shall be construed to constitute Customer as Nfina's agent, employee, independent contractor, joint venturer, and/or any other similar entity. There are no third-party beneficiaries to this Agreement.
 - l. Renewal and Non-renewal: Upon expiration of the Initial Term, this Agreement will automatically renew for a term equal to the length of the Initial Term ('Renewal Term'). For example, if the Agreement's Initial Term is one (1) year, the Agreement will automatically renew one (1) year from the Effective Date, and the Renewal Term will be one (1) year. This Renewal Term will automatically occur, unless and until one party gives the other thirty (30) day advance written notice of non-renewal, prior to the expiration of the Initial term or expiration of the then-current Renewal Term. Customer agrees to follow Nfina's non-renewal process and customer is required to inform Nfina in writing at sales@nfina.com and CC support@nfina.com.
 - m. Termination for Infringement: If Nfina is faced with a credible claim that Services infringe on the intellectual property rights of a third party, and Nfina is not able to obtain the right to use the infringing element and/or modify Services such that they do not infringe, Nfina may terminate Services on reasonable notice of at least thirty (30) days and will not have any liability on account of such termination, except to refund the amounts paid for Services not used as of the time of termination (i.e. pre-payment).
 - n. Third Party Services: Nfina from time to time may recommend and/or make available, including without limitation availability through deployment, various third party software, products, implementation tools, and/or services for Customer's consideration. NFINA MAKES NO REPRESENTATION AND/OR WARRANTIES WHATSOEVER REGARDING SUCH THIRD PARTY SOFTWARE, PRODUCTS, TOOLS, and/or SERVICES THAT ARE NOT PURCHASED FROM NFINA. Customer's use of any such third party software, products, tools, and/or services is governed by the terms of Customer's agreement with the third party provider of such, if any, and is at Customer's sole and exclusive risk.
 - o. Third Party Users: Customer may permit subsidiary and affiliated companies to use Services, and Customer is responsible for acts and/or omissions of any and all third party users. Customer may resell to third parties and assumes full responsibility for such third party activities and content, which are governed by the Agreement. Unless otherwise expressly stated in the Agreement, Nfina will provide Support only to Customer and will not provide Support to Customer's customers, end users, subsidiaries, affiliates, third parties, and/or third party affiliates. There

- * are no third party beneficiaries to the Agreement, meaning that Customer's customers, subsidiaries, affiliates, and/or third parties have no rights against Nfina under and/or arising from the Agreement.
- p. Service Management Agent: Customer agrees that Customer will not interfere with any service management software ('SMS') agent(s) that Nfina may install on Services. Nfina agrees that any SMS agent will only utilize a minimal amount of computing resources and will not interfere with Customer's use of Services. Should Customer attempt to and/or actually interfere and/or disable such SMS agent(s), Customer's Service will become 'Unsupported' and Nfina may access Services to reinstall such SMS agent(s).
- q. Support: Nfina will only provide Support to Customer's Account administrative and/or technical contact(s) listed at the time of request for Support.

3. WARRANTIES and LIMITATION OF LIABILITY:

With respect to the Services to be provided hereunder, Customer understands and acknowledges **that NFINA MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED**. Customer further agrees that Nfina and any of its employees, agents, affiliates, and/or suppliers shall not be liable to Customer for any claims, damages, or loss of profit which may be suffered by Customer or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to Services provided hereunder, including, but not limited to, losses or damages resulting from loss of Customer Data, unless such loss of Customer Data was the result of Nfina's negligence or breach of its obligations under this agreement. CUSTOMER'S EXCLUSIVE REMEDY ARISING OUT OF ITS PURCHASE AND USE OF SUPPLIER'S SERVICES AND/OR PRODUCTS OR ARISING OUT OF ANYTHING DONE OR NOT DONE IN CONNECTION WITH THE CONTRACT, SHALL BE LIMITED EXCLUSIVELY TO COMPENSATORY DAMAGES THE RECOVERY OF WHICH SHALL BE LIMITED TO AND SHALL NOT BE GREATER THAN THE AMOUNT, IN AGGREGATE, OF ONE MONTH'S CONTRACT PRICE FOR THE PRODUCTS AND/OR SERVICES RELATED TO WHICH DAMAGES ARE CLAIMED. THERE SHALL BE NO CLAIM FOR NOR RECOVERY OF PUNITIVE OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, NOR FOR ANY AWARD OF ANY NATURE WHICH EXCEEDS THE LIMITATION SET OUT IN THE PRECEDING SENTENCE UNDER ANY LEGAL THEORY WHETHER BASED UPON CONTRACT, WARRANTY, TORT STRICT LIABILITY, STATUTORY OR REGULATORY PROVISIONS, INDEMNITY, CONTRIBUTION, OR OTHERWISE. The utilization of any data or information received by Customer via Nfina's Network, Services, and/or other Nfina's other resources is at Customer's sole and absolute risk, and Nfina specifically disclaims and denies any responsibility for the completeness, accuracy, or quality of such data or information.

4. INTELLECTUAL PROPERTY

- a. Intellectual Property: Neither party shall take any action or intentionally omit to take any action that would jeopardize, limit, or interfere in any manner with the ownership of the other party's products, services, documentation, or intellectual property. Title to and ownership of any and all original and/or copies of any products, services, software, documentation, and/or Internet services developed by and/or for Nfina and/or owned by Nfina through the Term of the Agreement, whether in machine-readable or printed form, and including, without limitation, any derivative works, compilations, or collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of Nfina and its suppliers and/or its vendors. Customer shall not take any action to jeopardize, limit, and/or interfere in any manner with Nfina's rights, title to, and interest in and to its trade secrets, inventions, copyrights, and/or other intellectual property including without limitation disassembling, de-compiling, or reverse-engineering any of Nfina's Internet software and/or any of Nfina's source code. Customer shall not use any of Nfina's intellectual property including without limitation Nfina's name, trademarks, trade names, or logos, in connection with the operation of Customer's business, except as may be provided for in the Agreement. Neither party shall use the other party's name, trademarks, or logos in either its own corporate name or in any fictitious name. Neither party nor its employees or agents shall knowingly remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, or symbols from any of the other party's products or documentation or intellectual property.
- b. Nfina's Network: Customer does not acquire any ownership interest in and/or right to possess the Network and/or any Network components, and Customer has no right to physically access to the Network.
- c. Feedback: Nfina owns all right, title, and interest in and to Feedback. Upon providing Feedback, Customer irrevocably assigns to Nfina all right, title, and interest in and to any intellectual property rights in the Feedback

and agrees to provide Nfina with any assistance Nfina may require to document, perfect, and/or maintain Nfina's rights in the Feedback.

5. CONFIDENTIALITY & NON-SOLICITATION

- a. **Confidential Information:** Customer and Nfina hereby agree not to disclose or use and to assure that their employees and agents do not disclose or use each other's Confidential Information. Both parties acknowledge that the other's respective Confidential Information is valuable, special, and unique; that its unauthorized disclosure and/or use will cause irreparable injury to the other party; that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy any unauthorized disclosure or use of such information; and that such relief may include without limitation a Temporary Restraining Order (obtained ex parte) as well as permanent injunctive or other relief. Upon termination of the Agreement, each party agrees to return to the other party, within a reasonable time period, any and all Confidential Information and other materials belonging to the other.
- b. **Non-Solicitation:** Customer shall not cause or attempt to cause any employee or agent of Nfina, its subsidiaries, and/or of its parent company, to terminate employment or agency during the Term of this Agreement. Customer further agrees not to cause or attempt to cause any of Nfina's customers, their agents, or their employees to terminate their respective relationships with Nfina, its subsidiaries, and/or its parent company. In the event of Customer's breach of this provision of the Agreement, and given the difficulty of measuring the harm from such breach, Customer shall presumptively be minimally liable to Nfina for damages measured as seventy-five percent (75%) of the twelve months previous compensation for the employee or agent who/which terminates their relationship with Nfina or for damages measured as seventy-five percent (75%) of the revenue which had been anticipated from any lost customer over the twelve months following the termination of their relationship with Nfina.
- c. This Section will survive the termination of the Agreement for a period of two (2) years.

6. FEES AND PAYMENT:

The following is intended to supplement the BP by providing a context for it, without conflicting therewith:

- a. **Set-Up and Initial Term Fees:** Set-up fees, related service charges, and any applicable first payments for payment plan installments are due at the time Customer submits an Order, orders Services, and/or provisions Services. Customer accepts and acknowledges that Customer will be responsible for paying for any network resources that are used to connect Customer's Services, even if Customer is not utilizing Services. Customer may initiate non-renewal and/or a cancellation request in accordance with this Agreement but shall be responsible for paying for any Nfina Network resources (including without limitation space provisioned for Customer's Services) up to the point of non-renewal or cancellation. Customer further agrees and acknowledges that cancellations made after Customer submits an Order, orders Services, and/or provisions Services and/or Nfina provisions Services for Customer will not nullify Customer's obligation for set-up fees, related service charges, and all Initial Term fees and/or payments due under any applicable payment plan. All set-up and Initial Term fees are non-refundable, in whole or in part, even if Customer's Account is suspended, cancelled, or transferred prior to the end of the Initial Term. Any suspension, termination, and/or cancellation by Nfina or Customer shall not relieve Customer of the obligation to pay all fees accrued prior to such suspension, termination and/or cancellation.
- b. **Invoices:** Nfina will charge Customer for fees in accordance with the Order; unless otherwise stated, the billing cycle for Services will be monthly. Nfina will charge Customer's credit/debit card without invoice as follows: (i) for recurring fees, in advance, on or around the first day of each billing cycle; and (ii) for non-recurring fees (such as fees for initial set up fees, service related charges, overages, cycle fees, and domain name registration fees) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at Nfina's option. Nfina, in its sole discretion, may wait to charge such fees until the total aggregate due is at least \$10.
- c. **Restrictive Endorsements:** If Customer pays by check, restrictive endorsements or other statements on checks accepted by Nfina shall have no effect.
- d. **Overages:** Nfina will bill Customer, and Customer shall pay, for excess resources used by Customer including, without limitation, overages for data transfer, disk space usage, and virtual host limits. If Customer exceeds Customer's virtual host limit, Nfina, in its sole discretion, may automatically upgrade to the next-higher service plan and bill Customer according to the upgraded plan and Customer will pay according to the upgraded plan.
- e. **Late Fees:** In Nfina's sole discretion, interest charges may be added to any past due amounts at the rate of 1.5% per month (or the maximum rate allowed by law, if less).
- f. **Promotional Offers and Guarantees:** All promotional offers may be invalidated by Nfina, in its sole discretion, if Customer fails to make timely and full payment or if Customer cancels Services within 30 calendar days of the Effective Date, and, as such, Customer will Item X19. the full price for Services. No 30-day 'money-back'

- guarantees apply to collocation plans, self-managed dedicated server plans, or upgrades and/or downgrades from one plan to another.
- g. Suspension of Services and Registered Name registration: Customer acknowledges and agrees that Customer's Registered Name is subject to suspension, cancellation, or transfer by any ICANN procedure, by any Registrar and/or Registry Operator procedures approved under an ICANN-adopted policy, and/or by any other TLD Registry Operator procedures as the case may be, for the resolution of disputes concerning the Registered Name, and, in the event of Customer's failure to pay, Customer agrees and acknowledges that, Nfina, in its sole discretion, may cause Customer's Registered Name registration to be transferred to Nfina. Should Nfina cause Customer's Registered Name registration to be transferred, Nfina will possess any and all rights regarding such Registered Name registration including without limitation the right to make said Registered Name available to other parties for purchase. Nfina may reinstate Customer's Registered Name registration at Nfina's sole discretion following Nfina's receipt of payment in full from Customer (unless Nfina has already sold the Registered Name registration to a third party, under the above provisions of this Agreement).
- h. Default and Acceleration: Should Customer fail to make timely and full payment and/or otherwise breach this Agreement, Nfina may declare Customer in default and require Customer to pay all fees owing for the then-current Term immediately and without prior or further notice. Additionally, in the event of such default, Nfina may act, in its sole discretion, as Customer's Attorney-in-Fact to execute actions and/or proceedings. In the event of default, Nfina will delete and purge all Customer Data from its system. Nfina is not obligated to return Customer Data after nonpayment.
- i. Collections: Customer shall reimburse Nfina for all costs (including reasonable attorney fees) associated with collecting overdue Account balances, delinquent payments, and/or dishonored payments, including without limitation credit card chargebacks.

7. SERVICE LEVEL AGREEMENT (SLA):

- a. **Uptime and Credits:** Nfina Cloud Services are guaranteed to have at least 99.99% uptime for each month of service. If the monthly uptime percentage as calculated by the below formula falls below 99.99%, then the customer is entitled to a service credit worth 10%, 25%, or 100% of the service contract value.

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes-Downtime})}{\text{Maximum Available Minutes}} \times 100$$

<i>Monthly Uptime %</i>	<i>Service Credit</i>
< 99.99%	10%
< 99%	25%
< 95%	100%

- b. **Response Times:** Nfina provides the following SLA response times for issues which arise with any Nfina hosted services:

Issue Description	Severity	Response Time
Service not available (all users and functions unavailable. Ex: Server down, network down).	1	2 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	2	4 hours
Small service degradation (business process can continue, one user affected).	3	8 hours

- c. **Service Level Failure:** A service level failure is defined as any month in which the Monthly Uptime of the provided service falls below 95% during the period.
- d. **Termination for Cause:** If a Service Level Failure occurs: (i) in any three (3) months in any rolling twelve (12) month period, Client shall have the right to terminate the Agreement at any time thereafter upon prior written notice to Nfina (which notice shall reference this Section and shall describe such failures) without any penalty or liability, and shall receive a prorated refund of all amounts prepaid by Client and unearned by SP as of the date of termination.

8. SUSPENSION and TERMINATION:

Breach of Agreement: Nfina, in its sole discretion, may unilaterally suspend and/or terminate Services without liability if: (i) Nfina believes that Services are being used in violation of the Agreement; (ii) Nfina discovers that Customer has (and/or is affiliated in an manner with a third-party customer that) used Services abusively in the past; (iii) Customer fails to make full and timely payment for Services, fees, and/or charges; (iv) Customer does not cooperate with Nfina's reasonable investigation of any suspected violation of the Agreement; (v) there is an attack on the Services and/or Services are/were accessed and/or manipulated by a third party; (vi) Nfina is required to do so by law or a regulatory or governmental body; or (vii) there is another event with respect to which Nfina reasonably believes, in its sole discretion, such action is necessary to protect Nfina's Network and/or other resources and/or other customers. IF Nfina's termination of the Agreement is for any reason other than non-payment, and if the parties can reach a mutually acceptable resolution of any claims Nfina asserts or could assert against the customer as a result of the termination, the customer will be allowed to download their data. If, however, Nfina's termination is the result of the customer's failure to pay, Nfina will archive Customer's Data and hold until non-payment is resolved.

- a. Notice of Suspension or Termination: Nfina will attempt to give Customer reasonable advance notice of suspension or termination (of at least twelve (12) business hours), unless Nfina determines, in its sole discretion, that such action without notice or on shorter or contemporaneous notice is necessary.
- b. SLA Credits During Suspension: During suspension, Customer is not entitled to any SLA Credits under any applicable SLA.

9. INDEMNIFICATION:

Customer shall indemnify and hold harmless Nfina from any and all loss, cost, expense, and damage on account of any and all manner of claims, demands, actions, suits, proceedings, judgments, costs, and expenses that may be initiated against Nfina and Nfina's officers, directors, and employees for any Service provided to Customer by Nfina, to include Web space content that violates any copyright, trademark, or service mark; any proprietary right of any person or entity; any state and/or federal laws or regulations; or contains any defamatory matter.

10. MISCELLANEOUS

- a. Governing Law: The Agreement shall be governed by the laws of the State of Alabama in the USA without regard to such State's laws and rules concerning conflicts of laws. Each party agrees that jurisdiction and venue for any and all claims, disputes, and/or other matters arising from the Agreement will only lie in Mobile County, Alabama. If any legal action is brought in Mobile County, Alabama, to enforce and/or interpret the Agreement, the prevailing party in such action shall be entitled to all reasonable costs to include attorney fees. If either party files or brings any legal action outside Mobile County, Alabama, the defending party may make a formal demand for reimbursement of the costs and expenses incurred for seeking dismissal and/or transfer of such action including attorneys' fees to the filing party and the filing party shall fully reimburse the defending party within ten (10) calendar days after receipt of such demand.
- b. Severability: In the event that any term, condition, and/or provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, and/or invalid in whole or in part for any reason, the remaining provisions of the Agreement shall remain in full force and effect.
- c. Interpretation: Captions in the Agreement are for convenience only. Use of the words and/or phrase 'including,' 'and/or,' and 'such as' herein shall be read as 'including without limitation.' The format, words, and phrases herein have plain English meanings and/or definitions generally understood in the Computer/Software/Internet Industries. Capitalization or lack of capitalization shall not be deemed to impact the meaning of any term used herein. This Agreement shall be construed according to its plain meaning. In the event any ambiguity is found herein, interpretation shall be based on the intent of the Parties, rather than a construction automatically against the interests of the drafting party.

- d. Survival: All Agreement terms, provisions, paragraphs, and/or sections, which by their nature are intended to survive expiration or termination of the Agreement, shall so survive.
- e. Force Majeure: Either party shall be excused from performance to the extent that it is prevented from performing as a result of any act and/or event which occurs and that is beyond the nonperforming party's reasonable control including without limitation: (i) acts of God; (ii) war; (iii) weather; (iv) utility or telecommunications outages; (v) unrest or riot; (vi) union strikes; or (vii) any action of a governmental entity, provided that the nonperforming party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy the effects of such force majeure.
- f. Notices: Nfina's routine communications regarding Services and/or legal notices will be sent to the designated contact person listed on Customer's Account either by electronic mail or USPS mail, except that Nfina may give notice of Agreement revisions and/or amendments by posting such notice on Customer's Account. Customer should send routine communications to Nfina via links from Customer's Account portal. All non-routine and/or legal correspondence should be sent either by electronic mail by USPS to:

Nfina Technologies, Inc.
Warren H. Nicholson, President/CEO
820 S. University Blvd., Suite 4E
Mobile, Alabama 36609

The term of this Agreement is _____ months beginning _____:

This agreement will include the following:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

Nfina Technologies, Inc.

By: _____
As its: _____
Date: _____

By: _____
As its: _____
Date: _____

ADDENDUM TO NFINA TECHNOLOGIES INC. CONTRACTUAL TERMS

The City of Kingsport seeks to procure various goods and services from Nfina Technologies, Inc. which is a participating dealer pursuant to the TD Synnex Corporation NCPA contract No. 01-170. This Addendum (herein "Addendum") amends the TD Synnex Corporation NCPA contract No. 01-170, Quote # AAAQ6467 or any subsequent Quotes from Nfina Technologies, Inc., Nfina Terms and Conditions (<https://nfina.com/terms-and-conditions/> (last accessed March 7, 2025)), Nfina Cloud Hosting Agreement, Acceptable Use Policy, and any and all other terms and conditions as well as attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein "Agreement") between Nfina Technologies, Inc., an Alabama corporation, its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee (herein "City"). In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the express intent and agreement of the parties that this Addendum shall control. Notwithstanding, the actual order of execution of any documents by the parties it is expressly acknowledged and agreed that this addendum shall be deemed to have been the last executed by the parties. In the event of a conflict between this Addendum and the provisions of the Agreement, the provisions of this Addendum shall, to the extent of such conflict take precedence unless such document expressly states that it is amending this Addendum.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity, hold harmless, or limitation of remedy, provision contained in the Agreement requiring City to indemnify, hold harmless, or limit its remedies against Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
3. **Liability During Shipment.** All items shall be shipped at Vendor's risk.
4. **No Liability of Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement ;or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.
5. **No Responsibility for Third – Party Users.** Except as provided in the Tennessee Governmental Tort Liability Act City is not responsible for liability of any acts of its employees or third party.
6. **Warranty.** Vendor warrants that the products and services purchased pursuant hereto when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Vendor. If performance is not as warranted, Vendor shall use commercially reasonable efforts to correct the products and services to provide conformity in all material respects with the written representations of Vendor. Any disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
7. **Accessibility.** Vendor warrants that the service conforms to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, etc., established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 (WCAG 2.2), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Vendor further agrees to indemnify and hold harmless City from any claims arising out of

Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement. Notwithstanding the foregoing, City acknowledges and understands the legal and practical distinction between 'software' and 'content,' and further agrees that City, not Vendor, shall have sole responsibility for WCAG 2.2 and Section 508 compliance as it relates to content.

8. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 8 serves to meet such burden and authorization of disclosure.
9. **Termination for Convenience.** The Agreement may be terminated by City upon 30 days written notice to Vendor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Vendor for all satisfactory and authorized services completed as of the termination date, and Vendor will refund to City any funds paid by City in excess of such amount. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
10. **Non-Appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to City.
11. **Renewal.** Any renewal of the agreement shall be by written document executed by Vendor and City.
12. **Name and Logo.** Vendor shall not use City's name, its marks, or any of City logos, including Kingsport City Schools, in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.
13. **Authority to Bind.** No employee of City or any other person, without authorization of the board of mayor and aldermen can bind City to any contract or agreement and anything contrary contained in the Agreement is void as it applies to Client.
14. **Liens and Security Interests.** City does not have the authority to grant a security interest in its property or authorize a lien on its property, such being against the public policy of the state of Tennessee, therefore Vendor acknowledges and agrees any provision granting Vendor a security interest or authorizing the securing of a lien against City's property is waived as to City.
15. **Governing Law, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. Such claim may be brought within the applicable time allowed by Tennessee law and the parties expressly agree that no provision of the Agreement which limits the timeframe in which any cause of action may be brought shall apply. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee and waive any objection thereto. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

- 16. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.
- 17. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.
- 18. Amendment.** Unilateral modification or amendment of the Agreement by Vendor is prohibited and any provision permitting such by Vendor is not applicable to City. Any amendment or modification of the Agreement or this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.
- 19. Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
- 20. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 21. Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 22. Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

Nfina Technologies, Inc.

City of Kingsport, Tennessee

Warren H. Nicholson, President/CEO

Paul W. Montgomery, Mayor

Date

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign a Right of Entry Form with the U.S. Army Corps of Engineers

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-105-2025

Work Session: April 14, 2025

First Reading: NA

Final Adoption: April 15, 2025

Staff Work By: Michael Thompson

Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

In order to move the Meadow Park Lane Project, a TDOT State Industrial Access Project forward the city needs to allow the U.S. Army Corps of Engineers access to a portion of the Cattails Golf Course adjacent to the Aquatic Center. This access is for a determination of the size and quality of the wetland at this location. The right of entry allows for access and visual inspection only. It is requested to authorize the Mayor's signature on the attached Right of Entry form.

Attachments:

1. Resolution
2. Right of Entry Form
3. Map

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

RESOLUTION NO. _____

A RESOLUTION GRANTING THE U.S. ARMY CORPS OF
ENGINEERS THE RIGHT TO ENTER FOR THE PURPOSE OF
INSPECTION PROPERTY OWNED BY THE CITY OF
KINGSPORT AT CATTAILS GOLF COURSE ADJACENT TO THE
AQUATIC CENTER

WHEREAS, to move the Meadow Park Lane Project, a TDOT State Industrial Project, forward, the U.S. Army Corps of Engineers (hereinafter "USACE") has requested permission to enter upon property owned by the City of Kingsport in order to inspect the size and quality of the wetland on a portion of the Cattails Golf Course adjacent to the Aquatic Center; and

WHEREAS, the right of entry to USACE will be for access and visual inspection only.

Now therefore,

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

SECTION I. That in accordance with the provisions of Section II herein a right of entry is granted to U.S. Army Corps of Engineers to access the area for a temporary period for the purpose of visual inspection of the wetland on a portion of the Cattails Golf Course adjacent to the Aquatic Center is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a right of entry to the U.S. Army Corps of Engineers to access to property owned by the City of Kingsport on Cattails Golf Course adjacent to the Aquatic Center for the purpose of inspection only and all other documents necessary and proper to effectuate the purpose of the right of entry and this resolution.

SECTION III. That the mayor is authorized to make such changes approved by the mayor and the city attorney to the right of entry that do not substantially alter the material provisions of the right of entry, 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, safety, and welfare of the citizens of the city.

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

ADOPTED this the 15th day of April, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

Item XI10.

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

U.S. Army Corps of Engineers (USACE)

RIGHT OF ENTRY

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act, the proponent agency is CECW-COR.

Form Approved -
OMB No. 0710-0003
Expires 2027-10-31

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-003, is estimated to average 5 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

Purpose: This form is used by members of the public to authorize the USACE to enter their property for site investigations relating to USACE project reviews. These reviews include onsite investigations needed to support application review, processing, and issuance of a Clean Water Act and/or Rivers and Harbors Act delineations, determinations, and/or permits.

This form is a component in the Corps Regulatory Request System (RRS), which is an online permitting application portal for the Regulatory Program.

ITEMS 1 THRU 3 - FOR USACE USE ONLY

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED
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ITEMS 4 THRU 12 - COMPLETED BY THE PROPERTY OWNER

4. PROPERTY OWNER NAME (first, middle, last) City of Kingsport	5. PROPERTY OWNER ADDRESS: 415 Broad Street	
Company: City of Kingsport	City: Kingsport	State: TN
E-mail Address:	ZIP: 37660	Country: US

6. PROPERTY OWNER PHONE NUMBERS. w/AREA CODE

a. Residence NA	b. Business 423-229-9400	c. Fax NA
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LOCATION AND LEGAL DESCRIPTION OF PROPERTY

7. PROJECT STREET ADDRESS (if applicable)				8. LOCATION OF PROPERTY (in decimal degrees)	
Address 222 Horse Creek Lane	City: Kingsport	State: TN	ZIP: 37660	Latitude: °N 36.514645	Longitude: °W -82.564580

9. TAX PARCEL ID(s)

Tax Map 076 Parcel 6.92

10. PROPERTY OWNER CERTIFICATION

By signing below, I authorize representatives of the USACE to enter upon the property described above for the purpose of conducting on-site investigations, if necessary, and issuing a jurisdictional determination pursuant to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899. I, the undersigned, am a duly authorized owner of record of the property identified herein.

11. SIGNATURE OF PROPERTY OWNER	12. DATE
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18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

131034.00 - EASTMAN SIA

